



**BOARD OF COMMISSIONERS
AGENDA**

JANUARY 21, 2014

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Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Tuesday, January 21, 2014 Time: 7:00 PM

Work Session

6:00 PM Moyock Small Area Plan

7:00 pm Call to Order

- A) Invocation – Reverend Walter Gallop, Air Force Chaplain, Retired
- B) Pledge of Allegiance
- C) Approval of Agenda
- D) Public Comment

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

Administrative Reports

- A) Presentation by Keith Letchworth, East Carolina Behavioral Health, regarding NC 2-1-1

Public Hearings

- A) Public Hearing and Action on Proposed Appropriation and Expenditure of Funds for "Project Jessica"

New Business

- A) Approval of NC Parks and Recreation Trust Fund (PARTF) Assurance For Grant Application
- B) Board Appointments:
 - 1. Appointments to Board of Adjustment
 - 2. Appointment to Senior Citizens Advisory Board
 - 3. Appointment to Library Board

C) Consent Agenda:

1. Approval of January 6, 2014 Minutes
2. Consideration of Amendment to Board Minutes of June 3, 2013
3. Budget Amendments
4. Lottery application - reallocate residual funds from closed projects to the JPK/Moyock Elementary School cafeteria roof replacements
5. Award Contract for Walnut Island Asphalt Overlay Project
6. Award Engineering Contract for Ocean Sands Water and Sewer District (OSWSD) Wastewater Expansion Environmental Assessment
7. Right of Entry and License Agreement for Mud Run

D) Commissioner's Report

E) County Manager's Report

Special Meeting

Tourism Development Authority

- A) TDA Budget Amendments

Adjourn



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Public Hearing and Action on Authorization of Incentives for “Project Jessica”

Brief Description of Agenda Item

The Board of Commissioners will consider action to match a One North Carolina Grant from the NC Department of Commerce to extend utility services and provide a cash grant to “Project Jessica” in exchange for a \$925,000 capital investment and the creation of 60 jobs by 2017.

CANCELLED

Board Action Requested

Action

Person Submitting Agenda Item

Peter Bishop

Presenter of Agenda Item

Peter Bishop

**RESOLUTION AUTHORIZING INCENTIVES CONTRACT
WITH “PROJECT JESSICA”**

WHEREAS, Section 158-7.1 of the General Statutes of North Carolina authorizes a county to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the county; and

WHEREAS, the Currituck County Board of Commissioners held a public hearing on January 21, 2014 to receive public comments regarding Currituck County, (the “County”), participation in an economic development project with “Project Jessica,” by reimbursing “Project Jessica” for the cost of connecting to county wastewater services and supplying additional funds in the form of a cash grant, to satisfy the required local match for the North Carolina Department of Commerce’s award of a OneNC Grant to “Project Jessica”; and

WHEREAS, “Project Jessica” will rehabilitate an existing building in the County to serve as the company’s corporate headquarters, making an investment of at least \$925,000 and creating at least 60 new permanent full-time jobs in the County; and

WHEREAS, as proposed “Project Jessica” will stimulate, diversify and help stabilize the local economy, promote business in the county, and result in the creation of a substantial number of jobs in the County; and

WHEREAS, the Currituck County Board of Commissioners will adopt an amendment to the County’s budget ordinance appropriating the funds necessary for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CURRITUCK COUNTY BOARD OF COMMISSIONERS THAT:

- 1) The County is authorized to expend up to \$120,000 of County funds for “Project Jessica.”
- 2) This resolution and expenditure of funds are contingent on the execution of an incentives contract between the County and “Project Jessica” outlining specific job-creation milestones and financial clawbacks should “Project Jessica” fail to meet obligations.
- 3) The Chairman of the Currituck County Board of Commissioners is authorized to execute the incentives contract and any other documents necessary to the project on behalf of the County.
- 4) Due to the competitive and confidential nature of “Project Jessica,” and the specific rules of the OneNC Fund, no public announcements shall be made by the County until first announced and provided by the Governor of North Carolina or his designee.

Adopted this _____ day of January, 2014

S. Paul O'Neal, Chairman
Currituck County Board of Commissioners

ATTEST:

Mary S. Gilbert
Clerk to the Board of Commissioners

(COUNTY SEAL)

CANCELLED



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Presentation by Keith Letchworth, East Carolina Behavioral Health, regarding NC 2-1-1

Brief Description of Agenda Item

NC 2-1-1 is a statewide database of community resources that is searchable by county and category of service. ECBH is working with United Way North Carolina to make the Community Services Information Line, 2-1-1, available throughout its service area, including Currituck County, in 2014.

CANCELLED

Board Action Requested

Information

Person Submitting Agenda Item

Mary Gilbert

Presenter of Agenda Item

Keith Letchworth

**N.C. Parks and Recreation Trust Fund (PARTF)
2013-14 Basic Facts and Assurances**

Local Government Name: Currituck County	County: Currituck
Federal Employer I.D. Number: 56- 6000292	
Local Government's Contact Person for the Grant: Name: Mr. Jason Weeks Title: Director of Parks and Recreation Organization: Currituck County Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929 Telephone: 252-232-3007 E-mail: Jason.weeks@currituckcountync.gov	Local Government Manager: Name: Mr. Daniel Scanlon Title: County Manager Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929 Telephone: 252-232-3007 E-mail: Daniel.scanlon@currituckcountync.gov
Chief Elected Official: Name: Mr. S. Paul O'Neal Title: Chairman of Board of County Commissioners Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929	Type of project: <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Acquisition and Development
Site Control: <input checked="" type="checkbox"/> Owned by local government <input type="checkbox"/> Owned by school board <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement	Costs rounded to nearest dollar: PARTF funds requested: \$ 250,000 Local government's matching funds: \$ 1,984,920 Total cost of project \$ \$2,234,920
Recreation Resources Service (RRS) regional consultant: Steve Moler	
Short title of project: Community Park Phase 2	
Provide a brief description of the project: Construction of a new bocce ball court, horseshoe pits, (3) baseball/softball fields, 0.68 mile trail/sidewalk, landscaping, and park infrastructure.	

Approval by local governing board: (The local governing board must approve this certification.)

I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period.

Adopted this day of (give date):

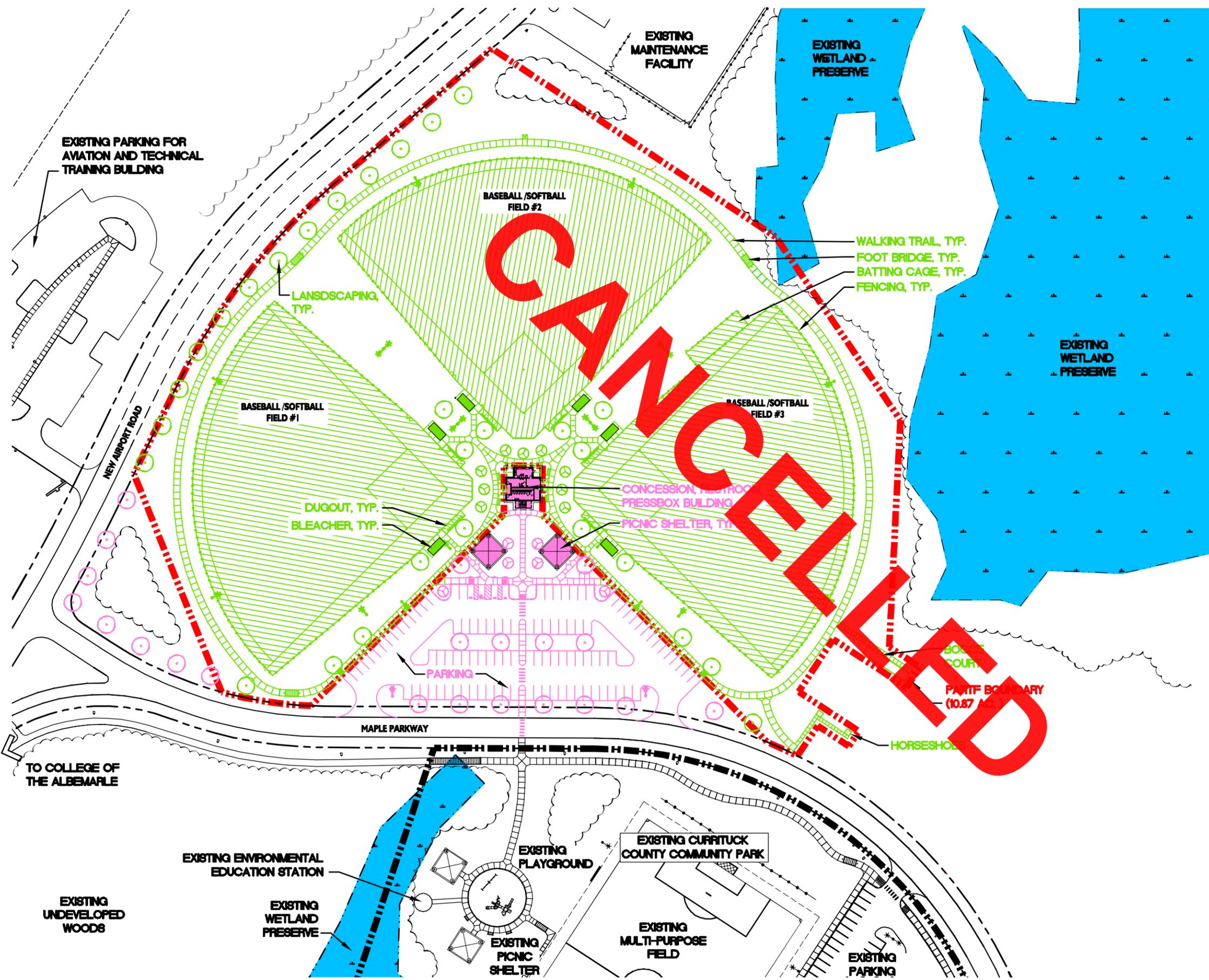
Chief Elected Official: _____
(Signature) (Print or Type Name and Title)

(For applications sponsored by two or more local governments, or a local government and school administrative unit, **one copy of this form must be completed and signed by each applicant.** One of the local governments must be identified as the primary sponsor in the "Applicant" section at the top of this page.)

CANCELLED

**Project Costs
Community Park Phase 2-Currituck County
January 2014**

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Building Costs			
Bocce Ball Court	1	\$2,000	\$2,420
Horseshoe Pits	Lump Sum	\$1,500	\$1,650
Walking Trail - 5', 6', and 8' wide, paved accessible trail	3,600 linear ft.	\$60 / linear foot	\$216,000
Baseball/Softball field with furnishings (natural grass fields, team benches, dugouts, backstop, fencing, bleachers, bases, foul poles)	3	\$310,200/ field	\$930,600
Baseball/Softball field lighting and irrigation systems including wells to supply irrigation	Lump Sum	\$713,350	\$713,350
Landscaping (trees)	Lump Sum	\$14,600	\$14,600
Site Preparation (clearing, grading, storm system, and erosion control)	Lump Sum	\$356,300	\$356,300
Costs to Develop the Project			\$2,234,920
Contingency for the Cost of Building			
Contingency	0%		\$0
Construction management, site planning, preliminary design, survey, and the cost of preparing the application	0%		\$0
Total Project Cost			\$2,234,920
Total PARTF Grant Request			\$250,000
Total Local Match			\$1,984,920



LEGEND

-  PART F BOUNDARY (10.87 AC)
-  EXISTING FACILITIES
-  PART F FUNDED FACILITIES
-  FUTURE FACILITIES
-  WETLANDS/STREAMS
-  CONCURRENT CONSTRUCTION BY CURRITUCK COUNTY

Applicant:



**Community Park
Phase 2**

Maple Parkway
 Barco, North Carolina 27917
 Currituck County

PART F Grant Site Plan

January 31, 2014

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	3/7/2011	1st Term 12/31/2013
David Palmer*	District 4		Kevin McCord	4/18/2011	1st Term 12/31/2013
Cameron Tabor*	District 5		Marion Gilbert	2/21/2011	1st Term 12/31/2013
Mike Painter	At Large		Paul Martin	8/20/12	1st Term 12/31/2014
Vivian Simpson	At-Large		Paul O'Neal	1/17/2012	1st Term 12/31/2014

* May Be Reappointed

SENIOR CITIZEN ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Heidi Montalbine	District 1		Vance Aydlett	2/20/12	1st 3/1/2015
Edith Meekins	District 2		David Griggs	7/15/2013	1st 7/20/2016
Rose Wright	District 3		Butch Petrey	5/20/13	2nd 3/15/2016
Doris Ballance	District 4		Kevin McCord	10/7/2013	2nd 9/7/2016
Rosalie Rose*	District 5		Marion Gilbert	2/21/2011	2nd 2/1/2014
Marcia Steele**	At-Large		Paul Martin	7/5/2011	Unexpired Term 2/1/2014
Joanne DiBello	At-Large		Paul O'Neal	6/4/2012	Unexpired Term 4/15/2014

* To Be Replaced

** May be Reappointed

Commissioner Martin

LIBRARY BOARD OF TRUSTEES
4 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Shelly Haskell*	District 1		Vance Aydlett	6/17/2013	1st 6/30/2017
Dr. Norman Dahm**	District 2		David Griggs	5/18/2009	2nd 6/30/2013
Colleen Umphlett	District 3		Butch Petrey	6/17/2013	1st 6/30/2017
Joann DiBello	District 4		Kevin McCord	6/17/2013	2nd 6/30/2017
Lisa Rose	District 5		Marion Gilbert	6/17/2013	2nd 6/30/2017
George Gregory	At-Large		Paul Martin	6/17/2013	2nd 6/30/2017
Rhonda Cheek	At-Large		Paul O'Neal	6/2010	6/30/2014
Dr. Alison Boone-Heyder				9/2/2008	1st 6/30/2012

****To Be Replaced**
George Gregory appt. to EARL

7/16/2012

CURRITUCK COUNTY
NORTH CAROLINA
January 6, 2014

The Board of Commissioners met at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Board Meeting Room with the following members present: Vice-Chair Paul Martin, Commissioners Aydlett, Gilbert, Griggs, McCord and Petrey. Chairman Paul O'Neal was absent.

Vice-Chairman Martin called the meeting to order at 7:00 PM.

A) Invocation

Father Jim McGee, St. Luke's Episcopal Mission, gave the invocation.

B) Pledge of Allegiance

Father Jim McGee, St. Luke's Episcopal Mission, led the Pledge of Allegiance.

C) Approval of Agenda

Vice-Chairman Martin moved Consent Agenda, Item #3, Award Contracts for Landscaping Maintenance, to Item A) under New Business; and added Consent Agenda, Item #10, Budget Amendment. Commissioner Gilbert moved to approve the Agenda as amended. Commissioner McCord seconded the motion. Motion carried unanimously.

APPROVED AGENDA

7:00 pm Call to Order

- A) Invocation – Father Jim McGee, St. Luke's Episcopal Mission
- B) Pledge of Allegiance
- C) Approval of Agenda
- D) Public Comment

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

Administrative Reports

- A) **Presentation by Wheeler Family**

Public Hearings

- A) **Public Hearing and Action:** PB 88-66 The Villages at Ocean Hill: Request to amend a sketch plan and use permit to remove lot 273 from the Planned Unit Development, Tax Map 114, Parcel 3R, Poplar Branch Township.
- B) **Public Hearing and Action:** PB 13-29 TFP, LLC: Request for a conditional rezoning from SFO (Single Family Outer Banks) and PUD Overlay to CD-GB (Conditional District – General Business), Tax Map 114, Parcels 3R and 20, Poplar Branch Township.
- C) **Public Hearing and Action:** PB 13-27 Troy Moser: Request for a use permit to operate a pawn shop in Moyock at 417A Caratoke Highway, Moyock Shopping Plaza, Tax Map 9A, Parcel 55, Moyock Township.

- D) **Public Hearing and Action:** PB 13-17 Moyock Crossing: Request for a preliminary plat/use permit for 90 residential lots in a conservation subdivision located in Moyock on the north side of Shingle Landing Road approximately 260 feet east of Fox Lane, Tax Map 9, Parcel 41, Moyock Township.
- E) **Public Hearing and Action:** PB 13-23 Charles Perry: Request for a use permit to operate automobile sales in Grandy at 6331, 6333, and 6335 Caratoke Highway, Tax Map 94, Parcel 135B, Poplar Branch Township.

New Business

- A) **Award Contracts for Landscaping Maintenance**
- B) **Consent Agenda:**
1. Approval of December 2, 2013 Minutes
 2. Award of Contract with McClees Consulting, Inc.
 3. ~~Award Contracts for Landscaping Maintenance~~ **MOVED TO ITEM A**
 4. Award Contract for Whalehead Subdivision Drainage Improvements-Phase IV and Authorization for County Manager to Execute Contract
 5. Proclamation Declaring Currituck County as a Purple Heart County
 6. Request for Waiver of Fees by Moyock High School Reunion Committee
 7. CDBG Monthly Status Report
 8. Petition to NC Department of Transportation for Addition of Knotts Landing Lane to State System
 9. Petition to NC Department of Transportation for Addition of Solo Lane to State System
 10. Budget Amendment
- C) Commissioner's Report
- D) County Manager's Report

Closed Session

Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters.

Adjourn

D) Public Comment

Vice-Chairman Martin opened the Public Comment period.

Mary Etheridge, Shawboro, stated that with the new year, she has reflected on the past. She has made a resolution to make citizens aware of what her family has gone through. Her reflections included quotes by the County Attorney, Ben Woody, and Chairman O'Neal, and she asked why the County was appealing the court's decision. Her last quote, by Confucius, was for the Commissioners' reflection, "What you do not want done to yourself, do not to others."

Joyce Waldie, Brayview Landing, Moyock, stated that her property insurance had increased because the nearest fire hydrant was too far away. Commissioners asked that the fire hydrant situation be investigated.

Following remarks regarding a request by the homeowners insurance industry for another rate increase, the County Manager was directed to publish the address and other information so citizens could offer comments to their State representatives.

Larry Mushill, Brayview Landing, Moyock, also requested a fire hydrant for the subdivision.

Commissioner McCord asked about the cost of hydrants. Mr. Scanlon related staff was working on a design and would bring a report to the next meeting.

There being no further comments, Vice-Chairman Martin closed the Public Comment period.

Administrative Reports

A) Presentation by Wheeler Family

The John Wheeler, Sr., Family presented Andy the Ambulance to the Currituck County Emergency Management Services in memory of Mr. Wheeler. The gift was for educating children.

Captain Stephen Harris accepted the gift on behalf of EMS with thanks.

Commissioner Aydlett agreed it was a wonderful gift for the children.

Public Hearings

A) Public Hearing and Action: PB 88-66 The Villages at Ocean Hill: Request to amend a sketch plan and use permit to remove lot 273 from the Planned Unit Development, Tax Map 114, Parcel 3R, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning and Community Development Director, reviewed the request as well as staff, Technical Review Committee and Planning Board recommendations. As Public Hearings A and B were concerning the same property, he combined his presentation.

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
DATE: January 6, 2014
PB 88-66 The Villages at Ocean Hill**

ITEM:	PB 88-66 The Villages at Ocean Hill – Amended Sketch Plan and Special Use Permit to remove Lot 273.
TAX ID:	0114-000-003R-0000 (Lot 273)
OWNER:	Twiddy Family Partnership, LLC PO Box 369 Corolla, NC 27927
APPLICANT:	Doug Twiddy, Twiddy Family Partnership, LLC

I. NARRATIVE OF REQUEST:

- a. Remove parcel 0114-000-003R-0000 (Lot 273) from The Villages at Ocean Hill PUD and amend sketch plan.
- b. There is no net change in the required open space area in the Villages at Ocean Hill PUD; however, there is a reduction in the required open space. The PUD is required to have a minimum of 35% open space. The proposed removal of Lot 273 will reduce the PUD's required open space by .32 acres and subsequently reduce the PUD's required open space area by .112 acres.

II. QUESTION(S) BEFORE THE BOARD:**Use Permit Criteria and Staff Findings:**

A use permit shall be approved on a finding the applicant demonstrates the proposed use will:

1. Not endanger the public health or safety

Suggested Findings:

- a. The removal of Lot 273 will not endanger the public health or safety.

2. Not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located.

Suggested Findings:

- a. The removal of Lot 273 will not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located.

3. Be in conformity with the Land Use Plan or other officially adopted plan.

Suggested Findings:

- a. The removal of Lot 273 will be in conformity with the Land Use Plan and other plans.

4. 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.

Suggested Findings:

- a. The removal of Lot 273 will not have an impact on the county's ability to provide adequate public facilities.

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, technical review committee recommends **APPROVAL**.

IV. PLANNING BOARD RECOMMENDATION:

The Planning Board **recommended approval** of the amended sketch plan with staff recommendations.

PLANNING BOARD DISCUSSION (12-10-13)

Mr. Dail asked if the Board had any questions. Mr. Dail said this parcel is not connected to the PUD.

PLANNING BOARD ACTION

Mr. Cartwright moved to approve PB 88-66 with the findings of fact and staff recommendations included in the case analysis. Ms. Wilson seconded the motion and the motion passed unanimously.

Vice-Chairman Martin opened the Public Hearing.

There being no comments, Vice-Chairman Martin closed the Public Hearing.

Commissioner Aydlett moved to approve PB 88-66 with the staff findings and recommendations included in the case analysis. Commissioner Gilbert seconded the motion. Motion carried unanimously.

B) Public Hearing and Action: PB 13-29 TFP, LLC: Request for a conditional rezoning from SFO (Single Family Outer Banks) and PUD Overlay to CD-GB (Conditional District – General Business), Tax Map 114, Parcels 3R and 20, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning and Community Development Director, reviewed the request as well as staff, Technical Review Committee and Planning Board recommendations.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 6, 2014
PB 13-29 TFP, LLC**

ITEM: PB 13-29 TFP, LLC a conditional rezoning from SFO (Single Family Outer Banks) and PUD Overlay to CD-GB (General Business).

LOCATION: Corolla Village

TAX ID: 0114-000-0020-0000

OWNER: Currituck East LLC
PO Box 369
Corolla, NC 27927

TAX ID: 0114-000-003R-0000

OWNER: Twiddy Family Partnership, LLC
PO Box 369
Corolla, NC 27927

APPLICANT: Doug Twiddy, Twiddy Family Partnership, LLC

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Base Zoning	Overlay
NORTH:	Vacant	SFO	PUD
SOUTH	Religious institution/Dwelling	SFO	NA
EAST:	Commercial Operations Building/ Water Treatment & Drain field Area	CD-GB/SFO	PUD (partial)
WEST:	Vacant	SFO	NA

NARRATIVE OF REQUEST:

- a. The applicant is requesting a rezoning of Parcel# 0114-000-0020-0000 and Parcel# 0114-000-003R-0000 to Conditional District – General Business.
- b. The applicant intends to recombine the parcels and construct a 10 bedroom Inn (Hotel Use) on the property.

LAND USE PLAN CLASSIFICATION:

The Land Use Plan (LUP) identifies Parcel# 0114-000-0020-0000 as Full Service and Parcel# 0114-000-003R-0000 as Conservation. The Conservation class is applied to areas that should not be developed at all (preserved), or if developed, done so in a very limited manner characterized by careful planning and cautious attention to the conservation of environmental features. Actions to mitigate the conflict with the Land Use Plan may include but are not limited to:

- Low Impact Development techniques such as cisterns that capture the rainwater from the roof, constructed wetlands, use of porous pavement, and rain gardens should be provided in environmentally sensitive areas or areas designated Conservation by the 2006 Land Use Plan.
- The landscape plantings shall consist of native, salt tolerant vegetation.
- The preservation of existing, significant vegetation.
- Inland, non-tidal and coastal wetlands remain undisturbed, excluding elevated walkways.
- The use of vegetative buffers between limits of disturbance and wetland areas.

The Corolla Village Small Area Plan (CVSAP) identifies both Parcel# 0114-000-0020-0000 and Parcel# 0114-000-003R-0000 as Mixed Use. The proposed project appears to be consistent with this plan.

CURRENT ZONING: SFO & PUD Overlay (partial)

PROPOSED ZONING: CD-GB (Conditional District – General Business)

CURRENT USE: Vacant

SIZE OF SITE: 1.35 acres

ZONING HISTORY: 1989 Official Zoning Map indicates the properties were zoned RO1

UTILITIES: The proposed development will connect to the county water system and will be served by central sewer.

WETLANDS: There are “404” wetlands on the subject properties.

PROPOSED ZONING CONDITIONS:

The applicant/owner proposes the following conditions:

1. Mature trees will be identified and preserved where practical and commercially reasonable.
2. Provide pedestrian friendly circulation from buildings to street right-of-way.
3. Building construction to be reflective of the Corolla Village historic architecture.

COMMUNITY MEETING:

The community meeting was held on September 10, 2013 at the Corolla Library. A full summary prepared by the applicant is available online.

TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

The conditional rezoning request appears to be consistent with the goals, objectives and policies of the Land Use Plan and other applicable county-adopted plans, and the purposes of the UDO. The proposed development shall be evaluated during the site plan and building permit review process to ensure compliance with adopted conditions and the UDO.

The technical review committee recommends approval of the 1.35 acre rezoning from Single Family Residential Outer Banks (SFO) and PUD Overlay to Conditional District – General Business (CD-GB) subject to the *revised* conditions that must be agreed in writing by the applicant:

Proposed Zoning Conditions (Revised):

Strikethrough text shall be deleted (*must be agreed in writing by the applicant*)
 Bold and underline text is proposed (*must be agreed in writing by the applicant*)

- ~~1. Mature trees will be identified and preserved where practical and commercially reasonable.~~
- 1.** Provide pedestrian friendly circulation from buildings to street right-of-way.
- 2.** Building construction to be reflective of the Corolla Village historic architecture.
- 3.** **The property shall be developed in accordance with the Conceptual Development Plans dated November 25, 2013.**

PLANNING BOARD RECOMMENDATION:

The Planning Board recommended approval of the conditional rezoning request with staff recommendations.

PLANNING BOARD DISCUSSION (12-10-13)

Mr. Dail said the applicant/owner agree with all the conditions in the case analysis. The conceptual plan is a low density project. Mr. Dail asked if the board had any questions.

Ms. Wilson asked if the Conceptual Development Plan dated October 15, 2013 is the same as the one dated November 25, 2013.

Mr. Dail stated the November 25, 2013 is a revision of the one dated October 15, 2013.

PLANNING BOARD ACTION

Mr. Cartwright moved to approve PB 13-29 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Mr. Bell seconded the request and the motion passed unanimously.

Vice-Chairman Martin opened the Public Hearing.

Derek Dail, Quible, was present to answer any questions. There were none.

There being no further comments, Vice-Chairman Martin closed the Public Hearing.

Commissioner Aydlett moved to approve PB 13-29 as presented by staff due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest. Commissioner Gilbert seconded the motion. Motion carried unanimously.

C) Public Hearing and Action: PB 13-27 Troy Moser: Request for a use permit to operate a pawn shop in Moyock at 417A Caratoke Highway, Moyock Shopping Plaza, Tax Map 9A, Parcel 55, Moyock Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning and Community Development Director, reviewed the request as well as staff, Technical Review Committee and Planning Board recommendations.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 6, 2014
PB 13-27 Troy Moser**

ITEM: PB 13-27 Troy Moser request for a Use Permit to operate a pawn shop.

LOCATION: Moyock: 417A Caratoke Highway (Moyock Shopping Plaza)

TAX ID: 009A-000-0055-0000

ZONING DISTRICT: General Business (GB)

PRESENT USE: Retail Shopping Center

OWNER: E.F. Humphries, Jr.
PO Box 39
Moyock NC 27958

APPLICANT: Troy Moser
417A Caratoke Highway
Moyock NC 27958

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Low Density Residential/Retail	GB
SOUTH:	Low Density Residential	GB
EAST:	Low Density Residential	GB
WEST:	Retail/Service	GB

LAND USE PLAN

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

SIZE OF SITE: 3.46 acres

COMMUNITY MEETING: A community meeting was held on September 17, 2013 at the proposed pawn shop location. The only attendees were County staff and those associated with the business owner.

I. NARRATIVE OF REQUEST:

1. The applicant is requesting to operate a pawn shop in the existing Moyock Shopping Plaza.
2. This would be the first pawn shop in Currituck County under the new UDO.

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.

Staff Findings:

- a. The use should not endanger the public health or safety:

1. General Statutes – Chapter 66, Article 45 strictly regulate pawnshops.
 2. The pawnshop must keep detailed records that are made available to the sheriff's office on a daily basis.
 3. To be eligible for a pawnbroker's license, an applicant must be of good moral character and not have been convicted of a felony within the last 10 years.
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.

Staff Findings:

- a. Since the use will be in an existing shopping plaza, it should not injure the value of nearby lands and should be in harmony with the area in which it is located.

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

Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service within the Moyock subarea. With respect to nonresidential uses, it is essential that the existing community character be preserved. Nonresidential uses may include clusters of businesses serving the immediate area and, where appropriate, a more extensive market territory. The proposed use is in keeping with the policies of the plan, which include:

Policy CD2: Commercial and office development of greater than a neighborhood scale shall be encouraged to cluster in commercial or mixed-use centers to curtail the proliferation of strip development and minimize traffic generation.

Policy ED 1: New and expanding industries and businesses should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and 3) are compatible with the environmental quality and natural amenity based economy of Currituck County.

Policy ED 4: In addition to the recruitment and expansion of major new industries, the considerable value of small business start-ups, expansions, and spin-offs shall also be recognized.

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).

Staff Findings:

- a. The proposed use should 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 of the use permit subject to the following:

- 1. Outdoor storage and display are not allowed under this permit.

IV. PLANNING BOARD RECOMMENDATION:

The Planning Board *recommended approval* of the use permit with staff recommendations.

PLANNING BOARD DISCUSSION (12-10-13)

Mr. Humphries asked if the board had any questions.

PLANNING BOARD ACTION

Ms. Newbern moved to approve PB 13-27 with the findings of fact and staff recommendations included in the case analysis. Mr. Cartwright seconded the motion and the motion passed unanimously.

Vice-Chairman Martin opened the Public Hearing.

There were no comments from the public.

Troy Moser, applicant, related that there would be a point of sale ID system, and that records keeping would be a top priority.

There being no further comments, Vice-Chairman Martin closed the Public Hearing.

Commissioner Gilbert moved to approve PB 13-27 with the staff findings and recommendations included in the case analysis. Commissioner Petrey seconded the motion. Motion carried unanimously.

D) Public Hearing and Action: PB 13-17 Moyock Crossing: Request for a preliminary plat/use permit for 90 residential lots in a conservation subdivision located in Moyock on the north side of Shingle Landing Road approximately 260 feet east of Fox Lane, Tax Map 9, Parcel 41, Moyock Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning and Community Development Director, reviewed the request as well as staff, Technical Review Committee and Planning Board recommendations.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 6, 2014
PB 13-17 Moyock Crossing**

ITEM: PB 13-17 Moyock Crossing preliminary plat/use permit for 90 residential lots in a conservation subdivision.

LOCATION: Moyock: located on the north side of Shingle Landing Road, approximately 260 feet east of Fox Lane, and along Shingle Landing Creek, Moyock Township

TAX ID: 0009-000-0041-0000

ZONING DISTRICT: Single Family Mainland (SFM)

PRESENT USE: Woodland/Farmland

OWNER: Gee's Group of North Carolina, Inc.
770 Lynnhaven Parkway, #160
Virginia Beach, VA 23452

APPLICANT: Hyman & Robey, PC
150 US HWY 158
PO Box 339
Camden, NC 27921

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Low density residential	SFM/GB
SOUTH:	Low density residential/auto service/storage	GB
EAST:	Shingle Landing Creek/Low density residential	SFM
WEST:	Low density residential	AG/CD-SFM

LAND USE PLAN CLASSIFICATION:

The 2006 Land Use Plan classifies the site as Full Service and Rural within the Moyock subarea.

SIZE OF SITE: 58.16 acres
47.68 acres - Full Service
10.48 acres - Rural

NUMBER OF UNITS: 90 lots

PROJECT DENSITY: 1.55 units – overall density

OPEN SPACE: 23.26 Acres Required
23.36 Acres Provided
20.84 acres primary conservation
2.52 acres secondary conservation

UTILITIES: The proposed lots will be served by county water. The developer also proposes to install the necessary infrastructure to connect to the county wastewater system.

RECREATION AND PARK AREA:

The required park area dedication is 2.30 acres. The TRC requests a payment in lieu of the dedication. The payment, based on the current tax value, is \$12,698.25 and must be paid prior to final plat approval.

I. NARRATIVE OF REQUEST:

- The applicant is requesting preliminary plat/use permit approval of a 90 lot residential conservation subdivision.
- On November 4, 2013, the Board of Commissioners denied a text amendment to allow street intersections to be spaced 200 feet apart. The applicant redesigned the subdivision to meet the current UDO requirements which resulted in an increase of 6 lots and lots located on the western side of Crossing Avenue.
- All lots are proposed to be served by county water and wastewater.

- The proposed development will provide street interconnection with Shingle Landing subdivision.
- Open space improvements will include an elevated boardwalk to Shingle Landing Creek and recreational vehicle parking.

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.

Staff Findings:

- a. The subdivision should have little to no negative impact on public health or safety.

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.

Staff Findings:

- a. As proposed, the minimum lot size is 9,080 square feet (0.21 acre) with an average size of 13,030 square feet.
- b. Proposed lots adjacent to Fox Run and Shingle Landing Farms subdivisions shall have a minimum 125 feet of road frontage.
- c. A 10 foot evergreen buffer will be provided between the proposed subdivision and Fox Run and Shingle Landing Farms subdivisions.

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

Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service and Rural within the Moyock subarea. Insert LUP classification narrative. 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 HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:

1. 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.

2. 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.

POLICY TR7: A system of LOCAL CONNECTOR ROADS shall be identified and implemented to allow local traffic to move in a north-south direction without having to use and further burden US 158.

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.

Staff Findings:

- a. Based on the student generation rates, this subdivision will generate the following students:
 - i. 22 elementary students
 - ii. 7 middle school students
 - iii. 12 high school students
- b. The proposed development will not exceed the county's ability to provide adequate public facilities

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends conditional approval subject to the following plan corrections (based on the resubmitted plan):

1. Please contact James Mims regarding the fire hydrant placement. The proposed spacing appears to be greater than 1000 feet. *(Staff commentary: The fire marshal's office is reviewing the revised plan).*
2. The proposed drainage plan does not include lot line swales which are required by the UDO. However, there may be alternative methods for lot line swales that must be approved by the county engineer. A swale does not appear to extend along the western property line of lots 1-9 and lots 49-50 (entirely). Please clarify how the drainage will be handled on these lots. *(Staff commentary: Engineering has reviewed the revised plan and has no comments).*
3. The Water Department has requested an upsized waterline of 10" to be installed on "Crossing Avenue" from Moyock Landing Drive to Shingle Landing Road. A license agreement based on a certified engineering proposal must be submitted. *(Staff commentary: Public utilities has reviewed the revised plan and approved).*
4. Please indicate the riparian buffer zones on the plan. *(Staff commentary: The revised plan illustrates the riparian buffer).*
5. Since lots are now located along Crossing Avenue, sidewalks must be provided on both sides of the proposed street. *(Staff commentary: See Planning Board recommendation).*
6. Please clarify the installation of improvements for Crossing Avenue and the proposed phasing plan. *(Staff commentary: Phasing plan was corrected on revised plan).*
7. All corner lots (lots 10, 42, 70, 71, and 96) shall include a five foot non-ingress/egress easement along the lot line bordering the more heavily travelled street.
8. With the increase in the number of lots, one additional (9 total) recreational equipment storage space shall be provided. *(Staff commentary: The revised plan reduced the total number of lots to 90).*
9. The proposed fenced storage area shall be landscaped and indicated on the construction plans.
10. Utility easements shall be indicated on the preliminary plan.
11. Please clarify the function of the narrow strip of open space located behind many of the lots. The plan appears to create an area that may become a maintenance concern and not a functional area of open space.
12. The revised plan now indicates proposed lots located along Fox Run and Shingle Landing Farm property lines. As many as three lots now abut one existing residential lot to the west. Although

the proposed development is consistent with the density allowed under the UDO, the development of lots 1-9 and 49-50 appear to not be consistent with one of the use permit criteria. Specifically, the criteria states, "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". By developing as many as three lots that abut one residential lot does not appear to be in harmony with the subdivisions in the area. Efforts must be made to mitigate the impacts of the lots along the existing subdivisions. *(Staff commentary: The revised plan illustrates lots adjacent to Fox Run and Shingle Landing Farm subdivision have a minimum lot width of 125').*

The TRC recommends conditional approval subject to the following permit conditions:

1. Plan corrections must be resubmitted and approved.
2. Stormwater ponds for the development may not be located on individual lots unless an easement is provided for stormwater maintenance.
3. The development density shall not exceed 2 units per acre.
4. With the exception of the two wetland crossings (street/sidewalk and the elevated water access to Shingle Landing Creek) all wetlands on the property shall remain undisturbed.
5. To minimize the dissimilarity of the lot sizes in Moyock Crossing the subdivision plan shall incorporate one or a combination of the following options:
 - a. An adequate open space buffer must be provided between the proposed lots in Moyock Crossing and the existing residential lots in Fox Run and Shingle Landing Farms,
 - b. Increased lot sizes consistent with the lots in Fox Run and Shingle Landing Farms, or
 - c. Removal of lots along the western side of Crossing Avenue.

IV. PLANNING BOARD RECOMMENDATION:

The Planning Board **recommended approval** of the preliminary plat/use permit with staff recommendations and the following conditions:

- Crosswalks are implemented at the intersections in order to prevent sidewalks in the wetlands.
- Continue sidewalks on both sides of the road on the north end of the subdivision.
- Reduce the number of lots on Fox Run from nine to five at 125 ft. lot width.
- Ten foot wide evergreen buffer at the back of the five lots and lots 49 and 50 that adjoin Fox Run and Shingle Landing Farms.
- An eight foot wide sidewalk installed along Crossing Avenue on one side of the street from intersection to intersection of internal streets.

PLANNING BOARD DISCUSSION (12-10-13)

Mr. Bell asked if the applicant was aware sidewalks were required on both sides of the street.

Ms. Voliva stated they were aware based on recommendations from previously plans.

Ms. Bell stated she is concerned with the number of proposed homes on this little piece of land when wetlands are involved; and neighbors this close with their lot size so different. The Moyock Small Area Plan is in its final stages and a development of this size is not desirable. Mr. Clark agreed.

Ms. Voliva said this is a conservation subdivision and the minimal lot size no longer applies as it is based upon density.

Mr. Cartwright said people may not like certain things, but the applicant is going by the ordinance and rules and you should vote for the rules and not personal feelings.

Mr. Cooper stated the way it is drawn out it meets the density and outlay meet the current rules with the exception of the sidewalks.

Ms. Voliva stated it is not so much the use, but the compatibility between the two subdivisions with the lot sizes.

Mr. Mizelle said Phase 1 does provide connection to Shingle Landing. Mr. Mizelle provided a handout stating the proposed lots on Fox Run will go from nine lots to five lots, which will make the total of 92 lots. This will make the lots larger and more compatible to the adjoining lots. The lots are currently 11,000 sq. ft. and will be going to 18,000 sq. ft. Mr. Mizelle stated they will do crosswalks at each intersection to minimize the impact on the wetlands area.

The Planning Board discussed stormwater ponds and who will maintain them.

Mr. Clark asked if the applicant/owner would consider adding a buffer to the proposed five lots since they are increasing the lot size.

Mr. Mizelle said they would do a buffer, but prefer not to have an open space buffer. The homeowner will maintain the buffer.

Mr. Cooper stated that the evergreen buffer will be on the plat, as well as in the covenants so a potential buyer will know.

Mr. Crocker said he is concerned with stormwater runoff, traffic on a private road in Moyock Landing, and the impact of 92 driveways. Mr. Crocker stated he has been to a few of the Moyock Small Area Plan meetings and this request is far from what the residents of Moyock want to see.

Ms. White said she is a member of the Moyock Small Area Plan and this request is not what they are looking to see.

Mr. Clark said the board is really concerned with the resident concerns. Mr. Clark said the county has a Land Use Plan and Unified Development Ordinance, which an applicant/owner has to meet these criteria. If they meet them, then they have no other choice but to grant them permission to do what they want to do. The applicant/owner came back with a plan to decrease their lot sizes in order to meet the compatibility standard.

Ms. White said they would like to see fewer lots on the property.

Mr. Wright talked about this request is not in harmony with the surrounding area.

Mr. Miller said he understands you need to abide by rules. When the Gee's Group brought this property the original plan was for 39 lots with nice buffering. This request breaks his heart.

Ms. Bell stated it is hard to keep your emotions out of it when it is a place you live. Ms. Bell stated the developer will come and build these homes and leave. The people in this area will have to deal with stormwater, crowds and traffic. Ms. Bell stated it would be nice if somebody could think about the impact of the human beings that are going to live there for the rest of their lives and leave them with the consequences.

Mr. Clark stated when he became a board member five years ago his intent was to stop developments like this; but the county has a Unified Development Ordinance and adopted plans which the board is bound by.

Mr. Cooper said the board have rules which a lot of time and effort went into to develop them; and the board has to take these rules into consideration otherwise it may give the appearance to the public that they board is making up rules as they go along.

PLANNING BOARD ACTION

Mr. Cooper moved to approve PB 13-17 with the following conditions:

- Crosswalks be implemented at the intersections in order to prevent sidewalks in the wetlands;
- Continue sidewalks on both sides of the road on the north end of the subdivision;
- Reduce the number of lots on Fox Run from nine to five at 125 ft. lot width; and,
- Ten foot wide evergreen buffer at the back of the five lots and lots 49 and 50 that adjoin Fox Run and Shingle Landing Farms.
- An eight foot wide sidewalk installed along Crossing Avenue on one side of the street from intersection to intersection of internal streets.

Mr. Cartwright seconded the motion. Ayes: Mr. Bell, Ms. Newbern, Mr. Cooper, Mr. Clark, Ms. Wilson, and Mr. Cartwright. Nays: Ms. Bell and Mr. Wright.

Mr. Woody addressed Commissioners' questions regarding lot sizes, compliance with the Small Area Plan study and tap fees.

Jason Mizelle, Hyman and Robey, representing the applicant, reviewed compliance with the UDO. Proposed homes would be 2500-3000 sq.ft. at a cost of \$275,000-\$325,000. He stated drainage would not be an issue due to stormwater ponds.

Mr. Woody noted Shingle Landing Creek would not be negatively impacted. The subdivision would have to comply with the stormwater manual.

Commissioners were concerned about compatibility with the surrounding subdivisions.

Mr. Mizelle described the transition between proposed subdivision and Shingle Landing.

Vice-Chairman Martin opened the Public Hearing.

Jo Drago, Moyock, was concerned with density, drainage and providing services.

Bob Crocker, Moyock, was concerned with lot coverage, drainage, and run-off.

Commissioner Aydlett asked about original plans.

Eddie Hyman, Hyman and Robey, responded the original plan was for 39 lots plus open space designed under the old UDO. Due to availability of sewer, the lot number increased.

Mary Waller, Moyock, was in favor of the project; however, she was concerned with run-off and drainage. She expressed the need for diversity and more affordability.

Don Williams, Moyock, developer of Shingle Landing, opposed interconnection with Shingle Landing Drive. He asked where the sewer system would be coming in for the new development. The response was Moyock Landing Drive.

Eldon Miller, III, and Dorothee White, Moyock, members of the Small Area Plan Committee, spoke together. Ms. White stated that low density was preferred as well as a quality subdivision with adequate buffering. She remarked on the various plans that had been presented and her

opinion that the sewer system was for commercial businesses. Mr. Miller was also concerned with density. He liked the original plan with 30+ lots and also felt the sewer should be for commercial use. He had commercial properties he would be interested in hooking up, but the tap fees were too high. He was opposed to residences hooking up to central sewer system. He also felt the subdivision was not in harmony with the area, and asked what it will create in the future.

Bob Gregory, Moyock, was concerned that the plan kept changing. He was not against development, but not in favor of the density.

Susan Davis, Moyock, requested denial of the sewer connection. Then fewer homes would be possible. She was opposed to 90 homes.

Bob Crocker, Moyock, asked if permission was needed to cut through the road.

Ike McRee, County Attorney, responded that an easement was needed.

Eddie Hyman, related the plans were evolving due to community meetings and Planning Board comments. He described the buffers. Sewer taps were offered and paid. He stated the project meets the criteria and requirements. When asked about changing the size of the homes, if not successful, he was confident the homes would sell. When asked about a homeowners association, he responded it was mandated under the UDO. In response to a question about traffic concerns, he stated DOT was in the process and felt there was adequate visibility. Interconnectivity will enhance safety.

There was also concern with the public boat ramp traffic.

Commissioners observed that the sewer allows a difference in this subdivision as opposed to one where sewer was not available.

Mr. Hyman responded that the County was looking for customers for the sewer system. He noted the design will come with approval. It is designed under the UDO, and stormwater rules will help.

Commissioners felt more study was needed to determine compatibility.

Vice-Chairman Martin stated they were at an impasse and suggested continuing the public hearing and action until the first meeting in February.

Commissioner Gilbert moved to continue PB 13-17 to allow staff to perform an analysis of surrounding development patterns since the proposed density of the project may not be in harmony with the area in which it is located. Compatibility, drainage and easements were to be addressed. Commissioner McCord seconded the motion. Motion carried unanimously.

Vice-Chairman Martin called a five-minute recess.

After reconvening, meeting continued with Item E.

E) Public Hearing and Action: PB 13-23 Charles Perry: Request for a use permit to operate automobile sales in Grandy at 6331, 6333, and 6335 Caratoke Highway, Tax Map 94, Parcel 135B, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning and Community Development Director, reviewed the request as well as staff, Technical Review Committee and Planning Board recommendations.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 6, 2014
PB 13-23 Charles Perry**

ITEM: PB 13-23 Charles Perry requests a use permit to operate automobile sales.

LOCATION: Grandy: 6331, 6333, 6335 Caratoke Highway

TAX ID: 0094-0000-135B-0000

ZONING DISTRICT: General Business (GB)

PRESENT USE: Residential/Automobile Sales/Office

OWNER: Charles E. Perry
Lola M. Perry
6335 Caratoke Highway
Grandy, NC 27939

APPLICANT: Charles E. Perry

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Fire Department	GB/AG
SOUTH:	Undeveloped	GB/AG
EAST:	Undeveloped	GB/AG
WEST:	Shopping Center	GB

LAND USE PLAN CLASSIFICATION: The 2006 Land Use Plan classifies the site as Full Service within the Grandy subarea.

SIZE OF SITE: 1.38 acres

COMMUNITY MEETING: A community meeting was held on September 9, 2013 at 6335 Caratoke Highway.

I. NARRATIVE OF REQUEST:

- The applicant is requesting a use permit for the operation of automobile sales.
- Mr. Perry has operated the automobile sales from this property for five years and did not realize a use permit was required.

- At the community meeting general comments regarding the site plan were discussed. Concerns included making sure the vehicles are located in an area that provides adequate line of site.

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.

Staff Findings:

- a. The automobile display areas shall be located a minimum of 10 feet from Caratoke Highway right of way and should not endanger the public health or safety.

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.

Staff Findings:

- a. The surrounding land uses include a shopping center, fire station, retail sales, and offices.
- b. The existing approved use of the property is office and residential.

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

Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service within the Grandy subarea. The Full Service area recommends design criteria be established to ensure the commercial development protects and preserves the existing community in scale, architectural style, materials, landscaping, and site design. The policy emphasis of the Grandy subarea is to evolve as a community center. The proposed use is in keeping with the policies of the plan, such as:

POLICY CA3: LANDSCAPE IMPROVEMENTS at existing and new commercial developments, particularly as related to breaking up and softening the appearance of expansive parking areas, and absorbing storm water runoff, shall be required.

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).

Staff Findings:

- a. The proposed use should have no additional impact on the county's ability to provide adequate public facilities, including but not limited to, schools, fire and rescue, law enforcement, and other county facilities.

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

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

1. The display area shall include a Type A bufferyard located between the display area and the street. The shrubs shall be located along the display area.

IV. PLANNING BOARD RECOMMENDATION:

The Planning Board recommended approval of PB 13-23 as presented for a use permit. Motion passed unanimously.

PLANNING BOARD DISCUSSION (11-12-13)

Mr. Bell asked if the required shrubs would present line of sight issues.

Ms. Voliva said the owner is proposing Indian Hawthorn shrubs that do not grow very tall and with proper maintenance should not be a problem.

Mr. Perry said he would have gotten a use permit five years ago had he known it was a requirement.

PLANNING BOARD ACTION

Mr. Craddock moved to approve PB 13-23 as presented. Ms. Bell seconded the motion and the motion passed unanimously.

Vice-Chairman Martin opened the Public Hearing.

Charles Perry, applicant, apologized for not being at the last meeting.

Commissioner Petrey remarked that Mr. Perry was a community-minded person helping out when needed.

There being no further comments, Vice-Chairman Martin closed the Public Hearing.

Commissioner Petrey moved to approve PB 13-23 with the staff findings and recommendations included in the case analysis.

New Business

A) Award Contracts for Landscaping Maintenance

Commissioner McCord requested to recuse himself as two of the contracts were for his company. Commissioner Petrey moved to excuse Commissioner McCord. Commissioner Gilbert seconded the motion. Motion carried unanimously. Commissioner McCord left the room.

County Manager Dan Scanlon related there were eight areas/contracts to be awarded. All recommended bids were the low bids.

Commissioner Petrey moved to award the contracts for landscaping maintenance below. Commissioner Gilbert seconded the motion. Motion carried unanimously.

Contract #1 (Shawboro through Currituck):

Rescom Property Services \$ 34,600 per year

Contract #2 (Maple Road):

Merrell's Lawn Services \$ 6,500 per year

Contract #3 (Moyock):

McCord's Landscaping \$ 26,400 per year

Contract #4 (YMCA/NC Cooperative Extension):

Grandy Landscape Contracting \$ 42,000 per year

Contract #5 (Airport Road):

Grandy Landscape Contracting \$ 12,000 per year

Contract #6 (Barco3-Central Mainland)

Grandy Landscape Contracting \$ 14,000 per year

Contract #7 (Grandy to Spot):

Merrell's Landscape Contracting \$ 7,400 per year

Contract #8 (Knotts Island):

McCord's Landscaping \$ 12,300 per year

Commissioner McCord returned.

B) Consent Agenda:

1. Approval of December 2, 2013 Minutes
2. Award of Contract with McClees Consulting, Inc.
3. Award Contracts for Landscaping Maintenance (Moved to A)
4. Award Contract for Whalehead Subdivision Drainage Improvements-Phase IV and Authorization for County Manager to Execute Contract
5. Proclamation Declaring Currituck County as a Purple Heart County

- 6. Request for Waiver of Fees by Moyock High School Reunion Committee
- 7. CDBG Monthly Status Report
- 8. Petition to NC Department of Transportation for Addition of Knotts Landing Lane to State System
- 9. Petition to NC Department of Transportation for Addition of Solo Lane to State System
- 10. Budget Amendment

Commissioner Gilbert moved to approve the Consent Agenda. Commissioner Petrey seconded the motion. Motion carried unanimously.

**PROCLAMATION
DECLARING CURRITUCK COUNTY AS A PURPLE HEART COUNTY**

WHEREAS, the Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the mission of the Military Order of Purple Heart, Chartered by an act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly ---make sure we never forget; and

WHEREAS, Currituck County residents have been engaged in every war against a declared enemy fought by the United States, including the war for the nation's independence; and

WHEREAS, Currituck County has become home to countless veterans and their families whose lives have been altered forever as a result of combat injuries and loss of life; and

WHEREAS, Currituck County has a large number of residents who have been awarded the Purple Heart Medal for wounds received in combat; and

WHEREAS, Currituck County recognizes the commitment and increasing sacrifices required of military families; and

WHEREAS, Currituck County pledges its ongoing commitment to and support for the men and women who so honorably serve our nation.

NOW, THEREFORE, BE IT PROCLAIMED, the Currituck County Board of Commissioners hereby declares Currituck County as a Purple Heart County in the State of North Carolina.

<u>Account Number</u>		<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10510	532000	Supplies	\$ 12,500	
10330	424000	Officer Fees		\$ 12,500
			<u>\$ 12,500</u>	<u>\$ 12,500</u>

Explanation: Sheriff (10510) - Increase appropriations to use funds generated through officer fees for promotions in the Currituck County Schools.

Net Budget Effect: Operating Fund (10) - Increased by \$12,500.

C) Commissioner’s Report

Commissioner McCord commended the Wheeler family for all the volunteer hours. He also commented on the Sheriff’s Law Enforcement Association Shop-with-a-Cop and what a rewarding experience it was.

Commissioner Aydlett asked for support in requesting Senator Cook and Representative Steinburg to intercede on the County’s behalf to keep tolls off the Knotts Island Ferry. Commissioner Aydlett moved to write a letter to the representatives. Commissioner McCord seconded the motion. Motion carried.

Commissioner Petrey commended Feld Motor Sports and Dennis Anderson for participating in Operation Santa by providing 165 children with Christmas gifts.

Commissioner Gilbert announced the Moyock Small Area Plan meeting on January 13. She noted that Workforce Development Board has funding for retraining employees. She also urged citizens to volunteer all year long.

Vice-Chairman Martin wished everyone a happy and prosperous 2014.

D) County Manager’s Report

No report.

Closed Session

Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters.

Commissioner Petrey moved to enter closed session pursuant to G.S 143-318.11(a)(6) to discuss a personnel matter. Commissioner McCord seconded the motion. Motion carried unanimously.

Adjourn

After reconvening from closed session, no action was taken.

There being no further business, Commissioner Petrey moved to adjourn. Commissioner Aydlett seconded the motion. The meeting was adjourned.

CANCELLED

New Business

A) **Board Appointments:**

~~2. Appointments to Whalehead Trust Board of Directors~~

~~Commissioner Aydlett nominated Cliff Scott for reappointment. Commissioner Martin nominated Don Cheek. Commissioner Aydlett nominated Travis Morris for reappointment and Penny Leary-Smith and Joanna Brumsey for appointment.~~

~~Commissioner Petrey moved to appoint those nominated. Commissioner Gilbert seconded the motion. Motion carried unanimously.~~

Commissioner Petrey moved to appoint the following nominees:

Cliff Scott and Travis Morris nominated for reappointment by Commissioner Aydlett
Don Cheek nominated for appointment by Commissioner Martin
Penny Leary-Smith and Joanna Brumsey for appointment (nominations with concurrence of Board)

Commissioner Griggs seconded the motion. Motion carried unanimously.

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
51848	599002	JPK & Moyock Elem Roof Replacement	\$ 33,221	
51848	591001	CCMS HVAC/Griggs Gym		\$ 12,396
51848	598002	Central Elem Chiller		\$ 20,825
			<u>\$ 33,221</u>	<u>\$ 33,221</u>

Explanation: *School Facilities (51848)* - Transfer funds to close out the CCMS and Griggs Gym HVAC and Central Elementary School Chiller projects and move funds to complete the JPK and Moyock Cafeteria Roof replacement projects. This is funded with lottery funds.

Net Budget Effect: School Construction Fund (51) - No change.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u> <u>Decrease Revenue or</u> <u>Increase Expense</u>	<u>Credit</u> <u>Increase Revenue or</u> <u>Decrease Expense</u>
20609	590000 Capital Outlay	\$ 837,000	
20609	588000 Contingency		\$ 271,000
20310	402013 Ad Valorem Taxes		\$ 10,000
20380	481000 Investment Earnings		\$ 6,000
20390	499900 Appropriated Fund Balance		\$ 550,000
		<u>\$ 837,000</u>	<u>\$ 837,000</u>

Explanation: *Whalehead Subdivision Drainage (20609) - Increase appropriations to fund Phase IV of the drainage project, boardwalk, SCADA and Dominion Power.*

Net Budget Effect: Whalehead Subdivision Stormwater Drainage District (20) Increased by \$566,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10795	590000	Capital Outlay	\$ 3,495	
10795	532000	Supplies		\$ 3,495
			<u>\$ 3,495</u>	<u>\$ 3,495</u>

Explanation: *Parks & Recreation (10795) - Transfer funds to purchase 6 galvanized aluminum picnic tables for the Knotts Island Park.*

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

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Clerk to the Board

CANCELLED

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BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<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>
10775	532000 Supplies	\$ 450	
10380	486000 Donations		\$ 450
		<u>\$ 450</u>	<u>\$ 450</u>

Explanation: *Senior Citizens Center (10775) - To record donation received in memory of Mabel Berry. Funds will be used to purchase sewing supplies for the Senior Center.*

Net Budget Effect: Operating Fund (10) - Increased by \$450.

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BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510	516200	Vehicle Maintenance	\$ 8,993	
10380	484001	Insurance Recovery		\$ 8,993
			<u>\$ 8,993</u>	<u>\$ 8,993</u>

Explanation: Sheriff (10510) - Increase appropriations to repair four Sheriff vehicles damaged in accidents since July 1, 2013.

Net Budget Effect: Operating Fund (10) - Increased by \$8,993.

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BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640	532005	Supplies - Ag	\$ 745	
10390	499900	Appropriated Fund Balance		\$ 745
			<u>\$ 745</u>	<u>\$ 745</u>

Explanation: Cooperative Extension (10640) - To carry forward Pesticide Grant funding that came in June 2013.

Net Budget Effect: Operating Fund (10) - Increased by \$745.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510	557500	Crime Control Act	\$ 5,000	
10330	421500	Crime Control Act		\$ 5,000
			<u>\$ 5,000</u>	<u>\$ 5,000</u>

Explanation: Sheriff (10510) - Increase appropriations to increase funding expenditures pursuant to the NC Crime Control Act.

Net Budget Effect: Operating Fund (10) - Increased by \$5,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
66868	513000	Utilities	\$ 20,000	
66868	516200	Vehicle Maintenance	\$ 2,000	
66868	545000	Contracted Services		\$ 2,000
66360	470000	Utility Charges		\$ 20,000
			<u>\$ 22,000</u>	<u>\$ 22,000</u>

Explanation: Southern Outer Banks Water System (66868) - Transfer funds to purchase tires and other maintenance for vehicles and increases in utilities during the year at the Southern Outer Banks Water System.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<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>
12545	590005 Capital Outlay	\$ 19,030	
12545	545000 Contract Services		\$ 5,181
12390	499900 Appropriated Fund Balance		\$ 13,849
12546	590006 Capital Outlay	\$ 9,250	
12390	499900 Appropriated Fund Balance		\$ 9,250
		<u>\$ 28,280</u>	<u>\$ 28,280</u>

Explanation: Lower Currituck Volunteer Fire Department (12545); Corolla Volunteer Fire Department (12546) - 1) Transfer funds in Lower Currituck VFD contract for 5% grant matching funds to purchase fifteen SCBA and related supplies. 2) Increase appropriations to Lower Currituck VFD for 50% grant matching funds for the purchase/replacement of hydraulic rescue tools. 3) Increase appropriations to Corolla VFD to purchase wireless headsets. This funding request was recommended by the Fire and EMS Advisory Board in a letter dated October 22, 2013.

Net Budget Effect: Fire Services Fund (12) - Increased by \$23,099.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10480	545200	Records Management	\$ 32,000	
10320	410000	Deed Stamp Excise Tax		\$ 32,000
			<u>\$ 32,000</u>	<u>\$ 32,000</u>

Explanation: *Register of Deeds (10480)* Increase appropriations to preserve some of the oldest records in the deeds office.

Net Budget Effect: Operating Fund (10) - Increased by \$32,000

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10550	526100	Airport Promotions	\$ 2,000	
10550	590000	Capital Outlay	\$ 1,800	
10650	516200	Vehicle Maintenance	\$ 200	
10650	526200	Economic Development Promotions	\$ 10,000	
10650	545000	Contracted Services		\$ 200
10380	482000	Miscellaneous		\$ 1,800
10390	495015	T F - Occupancy Tax		\$ 12,000
			<u>\$ 14,000</u>	<u>\$ 14,000</u>

Explanation: *Airport (10550); Economic Development (10650) - Increase appropriations for additional promotion of the Airport and Economic Development, to replace airport equipment damaged by lightning and for repairs to the Economic Development vehicle.*

Net Budget Effect: Operating Fund (10) - Increased by \$13,800.

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The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10760	585000	DSS Donations	\$ 7,235	
10390	499900	Appropriated Fund Balance		\$ 7,235
			<u>\$ 7,235</u>	<u>\$ 7,235</u>

Explanation: *Public Assistance (10760)* - To carryforward DSS donations remaining from prior fiscal year.

Net Budget Effect: Operating Fund (10) - Increased by \$7,235

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<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10490	545003	Contracted Services - Court Facilities	\$ 2,000	
10460	545000	Contracted Services		\$ 2,000
			<u>\$ 2,000</u>	<u>\$ 2,000</u>

Explanation: *Public Works (10460); Court Facilities (10490)* - Transfer funds for additional costs of landscaping contracts.

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

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The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50544	590000	Capital Outlay	\$ 39,000	
50390	495012	T F - Fire Services Fund		\$ 39,000
12541	587050	T T - County Governmental Construction	\$ 39,000	
12390	499900	Appropriated Fund Balance		\$ 39,000
			<u>\$ 78,000</u>	<u>\$ 78,000</u>

Explanation: County Governmental Construction - Crawford Fire Station (50544) - Increase appropriations for the Crawford Fire Station addition and increase annual repayment amount to \$10,656.93.

Net Budget Effect: Fire Services Fund (12) - Increased by \$39,000.
County Governmental Construction Fund (50) - Increased by \$39,000.

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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10420	561000 Professional Services	\$ 10,000	
10380	482000 Miscellaneous		\$ 10,000
		<u>\$ 10,000</u>	<u>\$ 10,000</u>

Explanation: *Governing Body (10420)* - Increase appropriations for lobbyist to work on various County issues.

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

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BUDGET AMENDMENT

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<u>Account Number</u>		<u>Account Description</u>	Debit	Credit
			<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
63838	521000	Rent	\$ 2,700	
63838	545800	White Goods Disposal	\$ 4,500	
63838	571501	Recycling - Electronics	\$ 25,000	
63838	545001	Contracted Services - Collection		\$ 32,200
			<u>\$ 32,200</u>	<u>\$ 32,200</u>

Explanation: Solid Waste (63838) - Transfer funds for increases in operations in Solid Waste disposal.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u> <u>Decrease Revenue or</u> <u>Increase Expense</u>	<u>Credit</u> <u>Increase Revenue or</u> <u>Decrease Expense</u>
10510	539000 Unemployment Insurance	\$ 14,129	
10530	539000 Unemployment Insurance	\$ 13,276	
10640	539000 Unemployment Insurance	\$ 556	
10390	499900 Fund Balance Appropriated	\$ 7,039	
10960	539000 Unemployment Insurance		\$ 35,000
61818	539000 Unemployment Insurance	\$ 6,205	
61360	471000 Tap & Connection Fees		\$ 6,205
		<u>\$ 41,205</u>	<u>\$ 41,205</u>

Explanation: *Various Departments* - Transfer and increase appropriations for actual unemployment claims through July 31, 2013.

Net Budget Effect: Operating Fund (10) - Decreased by \$7,039.
Mainland Water Fund (61) - Increased by \$6,205.

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Clerk to the Board

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

Approved: _____

Date: _____

County: Currituck
LEA: Currituck County Schools
Address: 153 Courthouse Rd, Currituck, NC 275

Contact Person: Sandra Hill
Title: Finance Director
Phone: 252-232-2381

Project Title: J P Knapp EC HS and Moyock ES - replace cafeteria roofs

Location: Currituck County

Type of Facility: School Cafeterias

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: Transfer residual funds from CCMS and Griggs Elem rooftop HVAC replacements and Central Elem School Chiller replacement

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		33,221.53
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	33,221.53

Estimated Project Beginning Date: In process Est. Project Completion Date: 06/30/2014

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 \$ 33,221.53 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)

William L. ...
(Signature — Chair, Board of Education)

(Date)

1/13/14
(Date)

FINAL REPORT

PUBLIC SCHOOL BUILDING CAPITAL FUND

County Currituck

Date 01/08/2014

LEA Currituck County Schools

Name / Title of Person Authorizing Report Sandra Hill, Finance Director Currituck County

The following projects, funded from the Public School Building Capital Fund from Corporate Income Tax Revenue (the ADM Fund), have been completed and all necessary payments have been expended:

<u>Name / Location of Project</u>	<u>PSBCF Allocated</u>	<u>PSBCF Spent</u>	<u>Difference</u>

I further certify that at least one dollar of local funding was spent for every three dollars of funds spent from the PSBCF. (Not applicable for Technology projects.)

The following projects, funded from the North Carolina Educational Lottery through the Public School Building Capital Fund, have been completed and all necessary payments have been expended:

<u>Name / Location of Project</u>	<u>Lottery Allocated</u>	<u>Lottery Spent</u>	<u>Difference</u>
Currituck Mid Sch and Griggs Elem Sch	146,000	133,603.49	12,396.51
Central Elem Sch - Reokace Chiller	150,000	129,174.98	20,825.02

Signature Sandra Hill

Digital Signature for SANDRA HILL
DN: cn=Sandra Hill, ou=County of Currituck, ou=Finance & Disbursement,
email=Sandra.Hill@currituckcountyschools.org, c=US
Date: 2014.01.08 11:42:11 -0500

Digital Signature may be used, or the document may be printed and a manual signature added.

Please return the completed form to Kenneth Phelps / School Planning Section / NC Department of Public Instruction / 6319 Mail Service Center / Raleigh, NC 27699-6319 ... or fax to 919-807-3558. For questions or comments, please call 919-807-3561, or email kphelps@dpi.state.nc.us.



Eric T. Weatherly, P.E.
County Engineer

Currituck County

153 Courthouse Road, Suite 302
Currituck, North Carolina 27929
252-232-6035
FAX 252-232-3298
Eric.Weatherly@CurrituckCountyNC.Gov

MEMORANDUM

Date: January 8, 2014

To: Board of Commissioners
Dan Scanlon, County Manager

From: Eric T. Weatherly

RE: Recommendation of Award
Walnut Island Sanitary District Asphalt Overlay Project

Background

Walnut Island received grants from the Rural Center and Clean Water Management Trust Fund for the replacement of their sewer system. As part of the project, funds were allocated to resurface the streets in the sewered area.

Bids for the street resurfacing were solicited by the district on October 26, 2011. Shortly thereafter, the district was dissolved and the county took over ownership and responsibility. We have received all the grant funds to finalize the paving project. Total project cost is \$140,000 with \$73,775 being provided by the previous grants and \$66,225 being provided by the Walnut Island POA.

The low bid for the paving project was provided by RPC Contracting of Kitty Hawk in the amount of \$140,000. The project will be performed this spring as soon as temperatures are high enough for paving operations.

Recommendation

Attached for your review is a copy of the contract and bid package from RPC Contracting.

Staff recommends award of the Walnut Island Sanitary District Asphalt Overlay Project to RPC Contracting in the amount of \$140,000. With your approval, we will move forward with award of the project and execution of the contract.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the 9th day of December, 2013 between the **County of Currituck** (hereinafter "County") and **R.P.C. Contracting, Inc.**, (hereinafter "Contractor").

RECITALS

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

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

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

Work as outlined in:

1. **Base Bid Documents entitled *Walnut Island Sanitary District Asphalt Pavement Overlay Project* dated October 2011 as prepared by Bissell Professional Group;**
2. **R.P.C. Contracting Inc.'s "Walnut Island Roadway Repair" proposal letter to Currituck County dated March 8, 2013 and subsequently amended on October 25, 2013. Copy attached hereto as Exhibit A (collectively hereinafter "the Services").**

2. Compensation. Contractor will be paid for its Services by County as follows:

Base bid compensation shall be \$117,970.00 as outlined and itemized in attached Bid Form

dated 10/26/11 (Exhibit B) including unit price for additional asphalt overlay work outside of project limits (\$80 per ton in place) plus the following allowances for:

1. Adjustment in asphalt binder price (maximum contract allowance \$2,000.00), final price to be determined based on date of Notice to Proceed;
2. Adjustment of water-tight manhole grades at \$500 per manhole, maximum of 4 manholes (maximum contract allowance \$2000.00);
3. Off-Site fill for Shoulders at \$15 per cubic yard (maximum contract allowance \$3000.00);
4. Seeding & Mulching of disturbed roadside shoulders at \$3,500.00 per acre of seeded area (maximum contract allowance \$3,500.00);

Roadway Repair compensation shall be \$9,470.00 as outlined in Exhibit A. (Please note the limitation to 70 square yards of repair area.)

Total (rounded) Not to Exceed Compensation:

= base bid amount with allowances + roadway repair amount + 1.5% Bond Cost

= \$128,470.00 + \$9,470.00 + \$2,060.00

= **\$140,000.00**

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 seven (7) 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 terminate upon completion of the Services which shall in no event exceed 180 days (6 months) from Notice to Proceed for completion of the Services.

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.

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:

Eric T. Weatherly, PE, County Engineer
County of Currituck
153 Courthouse Road, Suite 302
Currituck, NC 27929

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

If the notice is to Contractor:

Robert D. Parker, President
R.P.C. Contracting, Inc.
P.O. Box 333
Kitty Hawk, NC 27949

(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: _____ (SEAL)
Clerk to the Board of Commissioners Daniel F. Scanlon, II, County Manager

Attest:

By: Monica P. Parker
Monica P. Parker, Secretary/Treasurer
By: Robert D. Parker
RDC CONTRACTING, INC.
Robert D. Parker, President (SEAL)

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

Workers' Compensation Yes No

General Liability Yes No

CERTIFICATE OF INSURANCE
ATTACHED.

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

Sandra Hill
Finance Officer

CANCELLED

EXHIBIT A

RPC Contracting, Inc.

License # 34430

P.O. Box 333, Kitty Hawk, NC 27949

252-261-3336

Fax: 252-491-2176

March 8, 2013

Amended October 25, 2013

Currity County
Attn: Mr. Eric Weatherly, P.E.
Currity County Engineer
153 Courthouse Road
Currity, NC 27929

RE: Walnut Island roadway repair proposal

RPC Contracting hereby submits this proposal for the referenced project. Our proposal is based on our measurement of the site.

A street overview showing repair areas and sizes has been included with this proposal. The street overview depicts up to 372 square yards of potential repair areas. **The work under this repair proposal, however, is limited to 70 square yards out of the total 372 square yards shown thereon.** It shall be the County's responsibility to identify and direct RPC as to which 70 square yards on the street overview are to be repaired.

RPC Contracting will provide labor, equipment, and material for the following.

Pavement repairs: estimated 70 square yards

- Saw cut as needed to remove existing asphalt in repair areas.
- Remove existing materials to allow for installation of repair materials.
- Place 6" recycled asphalt base (RAP) and 2" surface asphalt in repair areas.

Repair total: \$9,470.00

Note:

- Do to the unknown condition of the existing sub grade, RPC Contracting does not guarantee to meet any specific compactions, for work constructed over existing improvements.
- Due to possible variations in the price of liquid asphalt; RPC Contracting and our industry is including NCDOT's method of asphalt price adjustment, on our projects that involve asphalt materials. The asphalt prices for this project may be adjusted up or down depending on NCDOT's "Monthly terminal FOB asphalt binder prices", at the time of asphalt installation. This information is up dated monthly and available on NCDOT's web site:

<https://connect.ncdot.gov/projects/construction/Pages/Pavement-Construction-Prices.aspx>

- **EXCLUSIONS:** These prices do not include any fees; bonds; permits; testing; undercutting; temporary or permanent seeding; landscaping or sod, irrigation system installation or repair; supply or distribution of offsite topsoil; off site borrow; or any work beyond scope listed above.

All prices are valid for 30 days from the date of this proposal. Thank you for the opportunity to bid this work and please feel free to give me a call if you have any questions regarding this information.

Sincerely,



Eduardo J. Valdivieso, P.E.
Senior Project Engineer

ACCEPTANCE OF PROPOSAL:

The above price and scope of work is acceptable and hereby accepted. I agree to pay RPC Contracting for their services monthly based on percentage of work completed as shown on the schedule of values. Any questions regarding billed amounts must be addressed in writing within 5 days of bill date or invoice will be deemed approved. Terms are net 10 days from billing date. A finance charges of 1.5% per month plus any and all costs of collection, including attorney's fee will be added to all balances past due beyond 20 days.

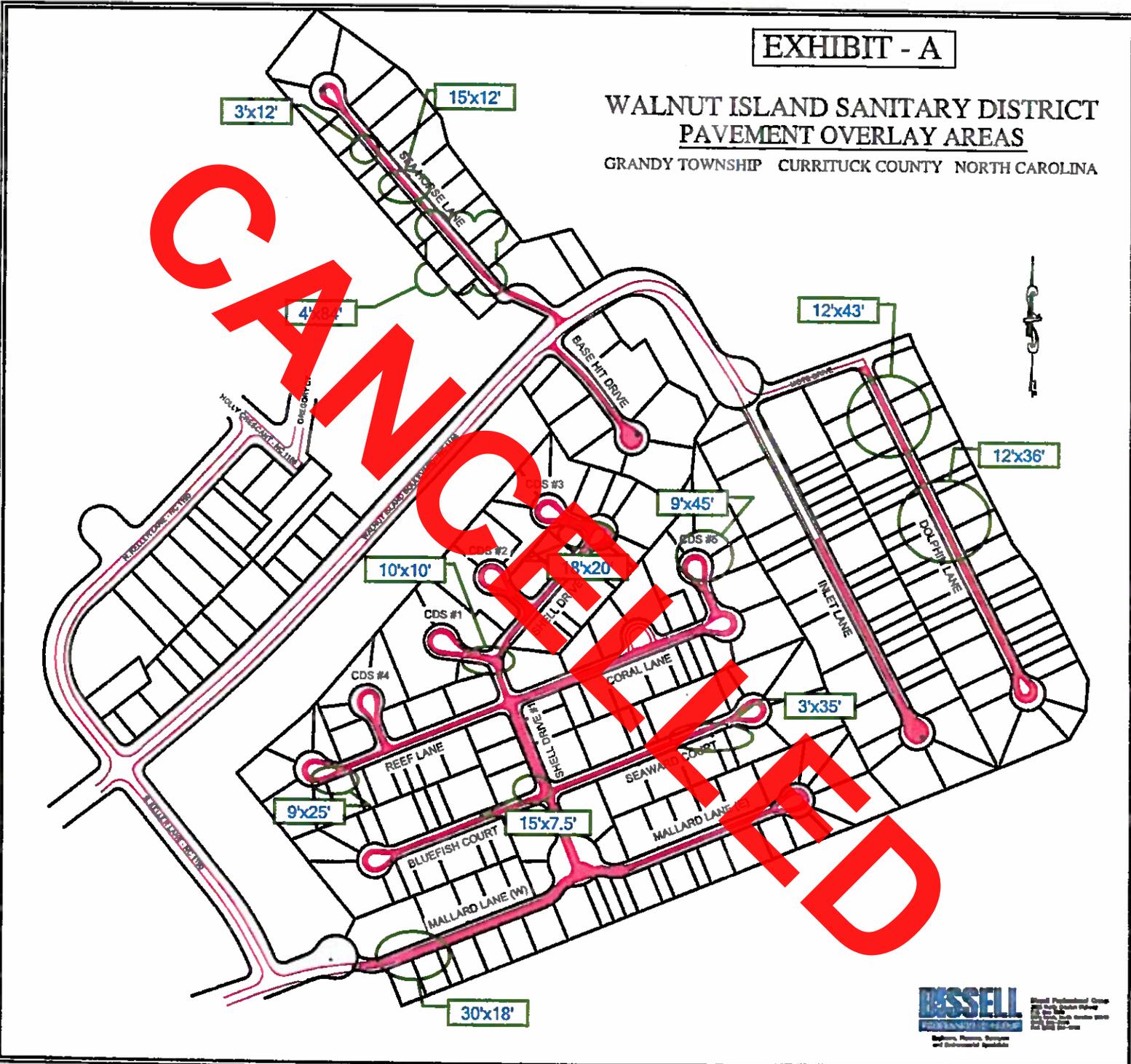
Print Name & Title: _____

Authorized Signature, accepted: _____ Date: _____

Enclosure: PDF file overview of repair areas and sizes

EXHIBIT - A

WALNUT ISLAND SANITARY DISTRICT
PAVEMENT OVERLAY AREAS
GRANDY TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA



CANCELLED

EXHIBIT B

BID FORM

Date: 10/26/11

The undersigned hereby signifies that it is his intention and purpose to enter into a contract to furnish labor, materials, equipment apparatus, etc. required and to do all work necessary for the Walnut Island Sanitary District Asphalt Pavement Overlay Project, Grandy Township, Currituck County, in accordance with the terms of the Invitation to Bid, Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the following form of Contract, this Bid and the Plans. The Bid shall be an integral part of the contract documents and, pursuant with the requirements of the Invitation to Bid, and Instructions to Bidders, the same to be reviewed under the conditions and in compliance with the terms of this Bid, which are as follows:

THAT: Walnut Island Sanitary District shall be referred to as the DEVELOPER.

THAT: The undersigned carefully examined the Invitation to Bid, the Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the Plans, this Bid and the Contract and fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery, apparatus, and all means necessary to do all the work and will furnish all materials, equipment, apparatus, and all else necessary to complete such contract as may be entered into, in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under them of the Engineer, in a first class manner.

THAT: It is the intention of the Developer, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide on being in the best interest of The Developer.

THAT: Developer reserves the right to reject any or all Bids.

THAT: A Bid made by a corporation must be signed by its proper officers in a legal manner and its official address stated therein.

THAT: A Bid made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contracts as it is hereby proposed to enter into within the time stated herein.

THAT: The undersigned proposes to enter into a contract in accordance with the Invitation to Bid, the Instructions to Bidders, the Standard General Conditions, the Supplementary Conditions, the Addenda, the Specifications, the Plans, this Bid, and the Contract for the DEVELOPER for the following price or prices:

For furnishing all materials, labor, equipment, supervision, and all else necessary to construct and place into satisfactory operation the WALNUT ISLAND SANITARY DISTRICT ASPHALT OVERLAY PROJECT, including site preparation, manhole ring adjustments, asphalt pavement, cleanup and all other items shown on the Contract Drawings and called for in the Specifications, for the following schedule of values:

TOTAL BASE BID FOR WALNUT ISLAND SANITARY DISTRICT ASPHALT OVERLAY PROJECT

ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SEVENTY Dollars (\$ 117,970.⁰⁰)

For any additional asphalt overlay work outside of project limits shown on Exhibit A, the amount of \$ 80.⁰⁰ per ton in place.

For adjustment of water-tight manhole grades, the amount of \$ 500.⁰⁰ per manhole (4 anticipated)

Issuance of a Notice to Proceed may be delayed based upon schedule for reimbursement of grant funds. If Notice to Proceed is delayed more than 30 days, then asphalt prices in bid may be adjusted based on the fluctuation in the NCDOT Monthly Terminal F.O.B. Asphalt Binder Price as published on the NCDOT website, using the October, 2011 price of \$57.80 per ton as a base.

It is the intent of the Developer to enter into a contract right away. If a notice-to-proceed has not been issued within 30 days after receipt of bids, the base bid amount may be adjusted upward or downward based on the Liquid Asphalt Index, with the index as of the bid date used as the basis for adjustment.

We agree to begin work on a starting date (Notice to Proceed) to be set by the Engineer, after contract award has been made and to complete all work within the following time periods after Notice to Proceed:

Substantial Completion 45 Calendar Days
Final Completion 60 Calendar Days

It is recognized that weather may become a factor during this project, and weather-related delays will be granted based on the temperature requirements in the specification.

It is further agreed that, if the Contractor fails to complete the work within the Contract Time stated above, the DEVELOPER shall deduct as liquidated damages as set forth in the Supplementary Conditions the following amounts for each and every calendar day completion is delayed in excess of the contract times set forth above.

After the date of Substantial Completion \$ 200 Per Day
After the date of Final Completion \$ 200 Per Day

ADDITIONAL UNIT PRICES: 2
1. OFF-SITE PILL FOR SHOULDERS " 15.⁰⁰/CY
2. SEEDING + MULCHING SHOULDERS ~ \$3,500.⁰⁰/AC

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

Addendum No.

Date Received

Signature

Respectfully submitted this 26th day of OCTOBER, 2011.

License Number 34430.

PRINT OR TYPE

FIRM _____

BY _____
(Signature)

TITLE _____

ADDRESS _____

PHONE NO. _____

CORPORATION _____

R.D. PARKER
LINE, INC.
(Signature)

PRINT OR TYPE

TITLE PRESIDENT

STATE NORTH CAROLINA

PRESIDENT ROBERT D. PARKER

SECRETARY MONICA P. PARKER

TREASURER _____

ADDRESS PO BOX 333

KITTY HAWK NC 27949

PHONE NO. 252-261-3336

BID FORM COVER SHEET

**WALNUT ISLAND SANITARY DISTRICT ASPHALT OVERLAY
PROJECT**

GRANDY TOWNSHIP, CURRITUCK COUNTY, NORTH CAROLINA

Contractor: R.P.O. CONTRACTING, INC.

License Number: 344-30

**BISELL PROFESSIONAL GROUP
3512 North Croatan Highway
PO Box 1068
Kitty Hawk, NC 27949**

PROJECT NUMBER 4018

October 2011



Eric T. Weatherly, P.E.
County Engineer

Currituck County

153 Courthouse Road, Suite 302
Currituck, North Carolina 27929
252-232-6035
FAX 252-232-3298

Eric.Weatherly@CurrituckCountyNC.Gov

MEMORANDUM

Date: January 10, 2014

To: Board of Commissioners
Dan Scanlon, County Manager

From: Eric T. Weatherly

RE: Recommendation of Award
Environmental Assessment for
Ocean Sands Water and Sewer District Wastewater Expansion

Background

The Ocean Sands Water and Sewer District (OSWSD) wastewater treatment facility will have to be expanded in accordance to the Settlement Agreement when the unserved areas of Sections G, T, U, X, Y are developed.

The owner, Coastland Corporation, has expressed their desire for the County to be prepared for a wastewater system expansion should they begin developing these areas. Expansion of the wastewater system for this growth requires the preparation and approval of an Environmental Assessment (EA). By having the EA completed now, the County will be in position to quickly move to design and construction of an expansion if requested by the owner.

Proposals for the EA were received from three engineering/scientists firms; CH2M Hill of Raleigh, Hazen and Sawyer of Raleigh and Environmental Professionals of Kill Devil Hills. Through a selection process, the OSWSD Advisory Board voted January 10, 2014 to select CH2M Hill as the firm to conduct the EA.

Recommendation

Attached for your review is a copy of the EA contract and scope of services from CH2M Hill. Amount of the contract is \$159,500. Funds are available in the OSWSD budget.

Staff recommends award of the OSWSD EA project to CH2M Hill in the amount of \$159,500. With your approval, we will move forward with award to CH2M Hill and execution of the contract.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2013 between the **County of Currituck** (hereinafter "County") and **CH2M HILL North Carolina, Inc.**, (hereinafter "Contractor").

RECITALS

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

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

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County: Ocean Sands Water and Sewer District Wastewater System Expansion Environmental Assessment. See Attachment A for details on the Scope of Work. (hereinafter "the Services").
2. Compensation. Contractor will be paid for its Services by County as follows: Lump sum basis with payment on a monthly frequency. See Attachment B for details on compensation and link to scope of work.
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.

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. Indemnification. Contractor agrees to indemnify County for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of Contractor, Contractor's employees, affiliated corporations, and subcontractors in connection with the Services.

County agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused

by the negligence or willful misconduct of County, or its employees or contractors in connection with the Services.

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:

Eric Weatherly, PE
Currituck County Engineer
153 Courthouse Road, Suite 302
Currituck, NC 27929

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

If the notice is to Contractor:

JD Solomon, PE
CH2M HILL
3120 Highwoods Boulevard
Suite 214 - Magnolia Building
Raleigh, NC 27604

(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 on the following page.

ATTEST:

COUNTY OF CURRITUCK

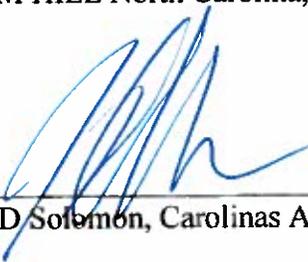
By: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)

ATTEST:

CH2M HILL North Carolina, Inc.

By: 
Cheryl Rimas, Corporate Secretary
(Affix Corporate Seal)

By: 
JD Solomon, Carolinas Area Manager (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

CANCELLED

Attachment A – Scope of Services

Project Background

The Ocean Sands wastewater system is owned and operated by Currituck County as the Ocean Sands Water and Sewer District (OSWSD). Currituck County has current capacity in place for wastewater treatment of 500,000 gallons per day (gpd) and a 600,000 gpd high rate infiltration system for effluent discharge. This capacity will satisfy the build-out flows for the Ocean Sands development, excluding developed sections A, B and C and the undeveloped sections G, T, U, X, and Y.

In 2009, Currituck County completed the OSWSD Master Plan Update followed by a Comprehensive Wastewater Master Plan for the Currituck County Southern Outer Banks, completed in 2011. Each of these plans reviewed the future option for wastewater treatment and disposal for the Ocean Sands development, with the later planning effort reviewing more regional approaches. The Comprehensive Wastewater Master Plan includes the most recent review of the hydrogeologic feasibility of disposal alternatives for the Ocean Sands wastewater treatment plant (WWTP), but was limited in scope and preliminary in nature for discussion purposes only as part of the master planning effort.

Currituck County seeks to initiate the State Environmental Policy Act (SEPA) environmental review process for the expansion of the current OSWSD wastewater treatment and disposal system. An expansion beyond the District's current capacity of 0.6 million gallons per day (mgd) is an expansion necessary to meet the needs of the Ocean Sands development with build-out flow upwards of 1.2 mgd. As part of this environmental review process it will be necessary to define, through a hydrogeologic study, the most effective means for effluent disposal and the disposal configurations. The following sections outline the scope of services to develop an environmental assessment (EA) to satisfy SEPA requirements for the expansion of the OSWSD wastewater treatment and disposal system.

Scope of Services

Our scope of services follows the major tasks defined by the list below:

- Task 1 – Kick-off Meeting and Information Validation
- Task 2 – Stakeholder Coordination
- Task 3 – Hydrogeologic Study
- Task 4 – Environmental Assessment Preparation and Agency Review

Task 1: Kick-off Meeting and Information Validation

The purpose of this task is to develop project goals and gather information for use in the EA. This task includes a kick-off meeting to charter the team, including County staff and stakeholders. The kick-off meeting will set the tone for the entire project, provide an opportunity to establish lines of communication, identify team member roles, set schedules, and validate expectations.

Preceding the project kick-off meeting, CH2M HILL will meet with County staff to validate previously provided information and to obtain any additional information that is important to the development of the EA. Data and information collected will be used to identify the project study area, fully describe the project purpose and need, and further define the alternatives including the hydrogeologic study. This information will be included in the scoping document described in Task 3.

Deliverables:

- Kick-off meeting with key stakeholders
- Kick-off meeting summary
- Data collection meetings with County staff

Assumptions:

- Kick-off meeting will be held at the County offices.
- Data collection meeting will occur preceding the kick-off meeting, preferably a week or two in advance of the kick-off meeting.
- Kick-off meeting summary will be revised one time and will be provided electronically.

Task 2: Stakeholder Coordination

This task includes a budget for stakeholder coordination outside of the regulatory requirements for meetings. With the goal to engage stakeholders throughout the development of the EA, it is anticipated that additional meetings and presentations will occur. These meetings will likely include regulatory agencies, County staff, and other stakeholders. Activities under this task will include meeting scheduling, preparation, participation, and preparation of meeting summaries.

The project has several key dimensions that will impact the EA in terms of costs and time, and that also require coordination and consensus among the County, the District, and the affected landowners. Some of these dimensions include:

- The current WWTP facility is being modified to minimize the potential for further impacts to the groundwater.
- The permit for the existing WWTP requires that the necessary easements and property ownerships that are part of the facility be obtained. It is very unlikely that an expansion of the WWTP can be permitted until this condition in the existing permit can be resolved.
- Ocean Sands Tracts G and T are part of the master development plan and are included in the 1.2 mgd build-out flow projection. Improvements at the existing WWTP will make it much more practical and economical to treat effluent and infiltrate at the current site rather than conveying the treated effluent back to their base tracts for infiltration.
- The discharge pipe and associated outfall is not on the current WWTP facility property.
- The facility ponds just north of the site are not on the current WWTP facility property.
- Easements associated with the ponds on the north and east of the WWTP facility are required by the existing permit.
- The design of a higher level of treatment is currently underway for the existing WWTP; this higher level of treatment will potentially provide the ability to reduce setbacks and infiltrate more treated effluent into the ground at the current WWTP facility. There is a relationship between the cost of those treatment improvements and the potential magnitude of easements and setbacks from adjoining properties.

A number of these key issues will need to have consensus prior to the scoping process, which includes the alternatives that will be evaluated under the EA.

Deliverables:

- Five stakeholder coordination meetings will be facilitated.

Assumptions:

- Four stakeholder coordination meetings will be held at Currituck County offices with no overnight travel expenses required. One stakeholder coordination meeting will be held with DENR agency staff.
- If the DENR agency meeting is held at the DENR Washington Regional Office, this meeting will occur during the same trip as a stakeholder coordination meeting.

Task 3: Hydrogeologic Study

For the SEPA environmental review process, at a minimum, a conceptual layout for the high rate infiltration basins based on preliminary engineering is necessary to evaluate the direct hydraulic impacts of any proposed basins.

The purposes of this task are:

- To determine the disposal site requirements (areal extent, depth) to accommodate an infiltration area large enough to ensure adequate capacity to receive a build-out loading rate of 1.2 mgd, and
- To determine if the current disposal site dimensions meet the above requirements, or if expansion areas will be necessary.

The infiltration of effluent from high rate infiltration basins will cause a rise in groundwater levels (mounding of the shallow water table). The hydrogeologic and groundwater flow conditions that exist on the site are major factors relating to its disposal capacity. Understanding these conditions will be important for defining infiltration basin characteristics and operational scenarios necessary for managing the groundwater levels in the vicinity of the basins to meet compliance.

Two major options exist at this point and time: Option 1 can be generally described as applying all new effluent up to a maximum of 1.2 mgd on the current site and Option 2 can be generally described as applying the treated effluent on the current site and additional land area (i.e. Tracts G and T).

The primary objectives of this task are:

- To review previous work conducted,
- To conduct limited field investigation to address any identified data gaps and confirm/verify previous efforts,
- To develop a calibrated, verified groundwater model that encompasses all the available infiltration sites, and
- To use the model to determine infiltration and trench drawdown rates and define the necessary area for a total loading rate of 1.2 mgd.

Review of Existing Information

CH2M HILL will review previous reports describing the hydrogeologic conditions of the site and evaluations with respect to rapid infiltration. CH2M HILL will leverage the County's previous investment in these efforts by reviewing these reports and using past field testing results and building on prior analysis wherever practicable.

Develop Groundwater Model

While MODFLOW models were created for the hydrogeologic evaluation of disposal alternatives as a component of the County's 2011 Comprehensive Wastewater Master Plan and to assess disposal

capacity of alternative sites in the 2008 OSWSD Master Plan update, CH2M HILL's understanding is that these past models are not available to the County. As part of this task, CH2M HILL will develop a three dimensional mathematical groundwater flow model using existing data mined from previous reports as well as other field data available to the County (RO WTP well logs, WWTP site monitoring well data, etc.) Additionally, CH2M HILL's hydrogeologists will administer some new field tests (described below) to assist in model development and calibration.

To calibrate the model, CH2M HILL will perform a sensitivity analysis using steady state and transient conditions to ensure the groundwater model predicts potentiometric heads across the site within an acceptable range (typically 10%) from actual monitoring data. At the conclusion of this project, CH2M HILL will provide the County with a copy of the model will for future use, as needed.

Conduct Limited Field Investigation

CH2M HILL will conduct an onsite field investigation to collect data necessary for the model development and calibration. Data to be collected during this limited field investigation will include ground surface characteristics, water table elevation data, and surficial soil layer profile data.

In addition, to verify aquifer hydraulic property data at the existing disposal site, CH2M HILL will conduct slug testing on two existing monitoring wells for use in the model development task. The tests CH2M HILL proposes to perform are rising head tests. Slug testing will be accomplished by lowering the head of water in the well and monitoring the rate of recovery of the water level to the static water level. The water level will be lowered by one of two methods. One method entails using an air displacement device. Alternatively, a solid displacement device removed from the well will be used. At least two tests will be performed in each well. Data will be reviewed onsite using a data logger with a laptop computer.

Determine Infiltration Basin Requirements, Evaluate Existing Site(s) Capacity

CH2M HILL will employ the model to test the size, location and orientation of the high rate infiltration basin(s). The groundwater flow model will be used to simulate basin intake and trench extraction rates and forecast changes in groundwater levels and flow directions across the sites. The model will likely need to include several model layers incorporating the water table aquifer, soils that contain the basin bottom, as well as the deeper confined or semi-confined aquifers that could be affected by wastewater infiltration activities. The model domain will extend a sufficient distance outward from the basin area so that the model boundaries do not affect the actual model results, but downgradient receptors can be identified.

In the evaluation, all infiltration basin characteristics will be configured to comply with NCAC Title 15A Subchapter 2T – Waste Not Discharged to Surface Water, Section .0700 High Rate Infiltration Systems.

Deliverables:

- Draft hydrogeologic study documentation. The documentation will cover the following:
 - Description of previous studies and field investigation effort.
 - Description of the hydrogeologic model domain, model layers, hydrologic boundary conditions, and calibration and sensitivity testing efforts.
 - Predictive simulations testing the size and configuration of the basins within the constraints of land areas and features at the site.
 - Assessment of the currently proposed site's ability to meet the build-out flow requirements and any requirements for additional land area, focusing on Ocean Sands development sections G and T.

- Definition of the disposal area boundaries for the EA.
- Final hydrogeologic study documentation addressing client comments
- Model files will be provided to the County for future use as needed.

Assumptions:

- Information from existing reports and descriptions of the previous modeling efforts including domain size, boundary conditions, calibration targets, and selected property boundaries (recharge, evapotranspiration, hydraulic conductivity) will be used to support the development of representative conceptual model of the hydrogeologic setting of the Ocean Sand WWTP disposal sites.
- The limited field investigation will include two (2) CH2M HILL staff for two (2) days. No new wells will be drilled for this effort.
- CH2M HILL will develop a model representing the surficial aquifer that covers from north to south the existing site, plus tracts G and T, extending a sufficient distance outward from these areas so that model boundaries do not affect the actual model results. The model will extend from the Atlantic Ocean to Currituck Sound, east to west.
- CH2M HILL will calibrate the model to steady state conditions in the surficial aquifer, attaining residuals less than 10 percent of the range in potentiometric heads across the area
- CH2M HILL will conduct testing to quantify the uncertainty associated with specific input parameters and how they influence the calibrated solution.
- CH2M HILL will perform predictive simulations testing standard flooding and high rate infiltration basins. Predictive testing will include steady state and transient simulations.
- No cost estimation for new facilities is included in this task.
- This evaluation will include many of the requirements of Section .0704 (e) regarding setback distances constraining the site of infiltration facilities within the size of the site.
- The hydrogeologic study documentation will be provided electronically and revised one time based on County comments.

Task 4: Environmental Assessment Preparation and Agency Review

Task 4.1—Project Scoping

Although formal scoping through the State Clearinghouse is not required for an EA, we recommend an informal scoping process as part of this task. By including agencies early, issues that could delay the SEPA process will be discovered early, allowing us to address them in the EA or through conversations with the agencies. As part of this task, CH2M HILL will meet with the County and the Division of Water Resources (DWR), the lead agency for wastewater treatment plant EAs. [Note: Division of Water Quality (DWQ), the former division that focused on wastewater treatment plants, has been consolidated into DWR as part of the ongoing DENR reorganization].

The scoping document will contain a summary of the proposed action, alternatives that the County is reviewing, and an outline of the EA.

Deliverables:

- Draft and Final EA Scoping Document.
- One meeting with DWR.

Assumptions:

- EA Scoping document will be revised one time for County comments and one time for DWR comments.
- EA Scoping document will be transmitted electronically.
- The County and DWR will provide comments on the EA Scoping document within 2 weeks of receipt.
- If the project scoping meeting to be conducted with DWR is held at the DENR Washington Regional Office, this meeting will occur during the same trip as a stakeholder coordination meeting (Task 2).

Following the project scoping, it is recommended that a discussion be conducted among the project stakeholders as to whether an EA is the most advisable regulatory path forward for the project. At this point, CH2M HILL believes that an EA will be the most advisable regulatory alternative for the project and the remainder of the Task 4 scope of services is based on the development of an EA. However, this is a natural point in the process for the re-evaluation of the path forward and if additional scope is necessary in the event that the County decides that an alternative regulatory path is needed.

Task 4.2-Environmental Assessment Preparation

Information from Tasks 1, 2, 3 and 4.1 will be used to prepare an EA. In general, the following activities will occur under this sub-task:

- Develop purpose and need
- Develop alternatives analyses
- Describe existing environment
- Identify direct, secondary, and cumulative impacts
- Describe mitigation programs
- Submit draft EA to DWR and DENR

Task 4.2A—Develop Purpose and Need

This section of the environmental document outlines why the project is needed and will include projected population and future wastewater flows. The section will also outline criteria to identify whether a given alternative, to be described in Task 4.2B, meets the purpose and need.

Task 4.2B—Develop Alternatives Analysis

SEPA requires that alternatives to the proposed project be evaluated, including the no action alternative. CH2M HILL will work with the County to identify alternatives and evaluate the alternatives against the project purpose and need. This section will provide a review of the economic feasibility of the technologically feasible alternatives.

Alternatives to be reviewed in the EA include the no action alternative, high rate infiltration, low rate infiltration, reuse, land application, surface discharge and interconnection with another utility.

In addition to the effluent discharge alternatives, outlined in the preceding paragraph, CH2M HILL will review the current groundwater lowering system discharge location and potential alternative options, including their impacts and regulatory requirements.

Task 4.2C—Describe Existing Environment

SEPA requires that the existing environment be described for a number of resources, including topography, soils, land use, wetlands, farmland, public lands, archeological and historic resources, air quality, surface water, ground water, forest resources, fisheries, wildlife and natural vegetation, toxic substances, and environmental justice. Existing data available from state and federal agencies and the County will be used to develop this portion of the document.

Task 4.2D—Identify Direct, Secondary, and Cumulative Impacts

SEPA requires that the potential direct, secondary (indirect), and cumulative impacts of the proposed project be described. Direct impacts are impacts that result from construction and operation of the proposed project. Secondary impacts are impacts related to growth, and cumulative impacts are those that can result from the proposed project and other known infrastructure projects. Cumulative impacts can be direct or indirect.

The direct impacts of the project will be identified using GIS analyses, review of existing documents and data, and professional judgment. In general, direct impacts can be avoided and minimized. Some impacts, such as unavoidable impacts to wetlands, will need to be mitigated.

All recent environmental documents in North Carolina have required extensive evaluation of secondary and cumulative impacts (SCI). Since the Ocean Sands future area of development is well defined and limited, it is expected that this task will focus primarily on the direct impacts and address the small scope of SCI related to future development.

Task 4.2E—Describe Mitigation Programs

The County has several programs already in place that help mitigate the impacts of the proposed project. These programs include plans to improve the effluent quality at the current Ocean Sands wastewater treatment plant, storm water control programs, erosion and sediment control, floodplain protection programs, and open space plans. These programs will be described in the EA to show how direct and secondary impacts are being minimized on the environmental resources listed in Task 4C.

Task 4.2F—Submit Draft EA to DWR and DENR

After Tasks 4.2A through 4.2E are completed, they will be compiled into a comprehensive EA. The draft EA will first be submitted to DWR for review and comment as the lead agency. If necessary, a meeting with DWR will occur to discuss their comments. Once DWR has approved the document, it will be submitted to U.S. Fish and Wildlife Service, the Department of Cultural Resources, and the Division of Emergency Management for review. DWR has indicated that it prefers to circulate environmental documents outside DENR to get concurrence.

Deliverables:

- Draft EA submitted electronically for review by County, DWR, DENR and Other Agencies

Assumptions:

- It is assumed that an EA will satisfy SEPA requirements for the proposed project.
- The study area for the EA will be limited to the OSWSD service area boundary.

- The project purpose and need will be defined based on the County's current planning documents and will not require new analysis.
- Project alternatives will be identified during Task 1 with the County, and information to define these alternatives will be developed from existing information provided in County planning documents.
- The facility currently holds a major non-discharge activity permit from NCDENR. A modification to the existing permit will be required if the preferred alternative moves forward. This effort is beyond this scope of services. As such, an National Pollutant Discharge Elimination System (NPDES) permit application and corresponding Engineering Alternatives Analysis (EAA) are not expected to be necessary and are also not included in the scope for development of the EA. The alternatives listed comply with the alternatives required for an EAA to aid in the completeness of the analysis in selecting the preferred alternative.
- GIS data will be readily available, no digitization will be required.
- The EA will focus on direct impacts and not require a significant description of SCI due to the limited service area of the Ocean Sands Water and Sewer District.
- Current County mitigation programs are adequate; no new mitigation elements will be required by the DENR Agencies.
- No field work is included in this task.
- No environmental permitting or wetland mitigation support is included in this task.
- The Draft EA will be revised one time based on County and DWR comments.
- No County stakeholder or public meeting is included in this task.

Task 4.3—Submit EA to State Clearinghouse

Based on the comments received in Task 4.2, the EA will be revised in a manner that is acceptable to the County. The final EA will be submitted to DWR in electronic format to aid in its development of a Finding of No Significant Impact (FONSI). The environmental document and FONSI will then be submitted to the State Clearinghouse for a mandatory 30-day review period.

Deliverables:

- Final EA submitted in electronic and paper copies.

Assumptions:

- EA will be revised one time based on Agency comments.
- 16 hard copies of the EA will be provided to the State Clearinghouse.
- Only minor updates will be required after the State Clearinghouse review.
- No public meeting is included in this task.

Project Schedule

The CH2M HILL team will initiate the services detailed in Scope of Services section, for the development of an EA, following the receipt of the executed Notice to Proceed. It is anticipated that the identified tasks could be completed within twelve months from the Notice to Proceed (depending on agency review time).

Attachment B – Compensation

Compensation by the County to CH2M HILL for the herein described Scope of Services shall be on a Lump Sum basis, by Task, for the total amount of \$159,500. Table 1 outlines the lump sum costs per Task as outlined in Scope of Services section.

TABLE 1
Project Compensation by Task
Ocean Sands Water and Sewer District Wastewater System Expansion Environmental Assessment

Task	Labor Hours	Expenses (\$)	Subtotals
Task 1 – Project Kick off Meeting and Information Validation	80	\$1,000	\$15,500
Task 2 – Stakeholder Coordination	104	\$1,400	\$21,000
Task 3 – Hydrogeologic Study	348	\$2,500	\$49,500
Task 4 – Environmental Assessment Preparation and Agency Review	542	\$750	\$73,500
TOTAL	1,074	\$5,650	\$159,500

Project Timing

The lump sum fee shown above is based on immediate authorization to proceed and timely completion of the Project. If the Project timing deviates from the assumed schedule for causes beyond CH2M HILL's control, CH2M HILL reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

Invoicing

Amount invoiced each month will be based on estimate of percentage of completion multiplied times the lump sum amount.

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Attachment C – Certificate of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
15114 -12345-5EX2P-13/14 028528 CA	INSURER A : Greenwich Insurance Company	NAIC # 22322
INSURED CH2M HILL NORTH CAROLINA, INC. 3120 HIGHWOODS BOULEVARD MAGNOLIA BUILDING - SUITE 214 RALEIGH, NC 27604	INSURER B : N/A	NAIC # N/A
	INSURER C : XL Insurance America, Inc.	NAIC # 24554
	INSURER D : Zurich American Insurance Co	NAIC # 16535
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** SEA-002438041-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE OBTAINED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	RCES00075502	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	RAD500025402 (AOS) RAD500025602 (MA)	05/01/2013 05/01/2013	05/01/2014 05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD500025202 (AOS) RWR500025302 (WI)	05/01/2013 05/01/2013	05/01/2014 05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EMP ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*			EOC3829621-11	05/01/2013	05/01/2014	Each Claim Aggregate \$2,000,000 Each Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF CURRITUCK, NC IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION. *FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

COUNTY OF CURRITUCK, NC
 ATTN: ERIC T. WEATHERLY, PE
 ENGINEERING/PUBLIC WORKS DEPT.
 153 COURTHOUSE ROAD, STE 302
 CURRITUCK, NC 27929

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Sharon A. Hammer

Sharon A. Hammer

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ENDORSEMENT # 009

This endorsement, effective 12:01 a.m., May 01, 2013

forms a part of

Policy No. RAD500025402

Issued to CH2M HILL COMPANIES, LTD.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled or non renewed for any statutorily permitted reason, other than nonpayment of premium, or if coverage is materially reduced, advanced written notice will be mailed or emailed to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to XL insurance no less than 15 days prior to the 60 days of notice of cancellation, non-renewal or material reduction in coverage		60 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include Notice of Conditional Renewal. Material reduction in coverage shall mean a decrease in the Policy limits, an increase in the deductible or self-insured retention of greater than \$250,000 or the application of a Policy exclusion not contemplated at Policy Issuance.

All other terms and conditions of the Policy remain unchanged.



(Authorized Representative)

MANUS

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

INSURER: XL Insurance America, Inc.
NCCI Company Number: 27944
Policy Number: RWD500025202
Endorsement Number: 007
Effective Date: May 1, 2013
Effective hour is the same as stated in the information Page of the policy.

Name Insured and Address: CHEM HILL COMPANIES, LTD.
9191 S. Jamaica Street
Englewood, CO 80112

FEIN NUMBER: 93-0549933

It is agreed that the policy is amended as follows:

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled or non renewed for any statutorily permitted reason, other than nonpayment of premium, or if there is a material reduction in coverage, advanced written notice will be mailed or emailed to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies):	Mailing Address:	Number of Days Advanced Notice:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to XL Insurance no less than 15 days prior to the 60 days of notice of cancellation, non-renewal or material reduction in coverage.		60 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include expiration or Notice of Conditional Renewal. Material reduction in coverage shall mean a decrease in the Policy limits, an increase in the deductible or self-insured retention or the application of a Policy exclusion not contemplated at Policy issuance.

All other terms and conditions remain the same.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Endorsement Number: 007

Issued to: CH2M HILL COMPANIES, LTD.

Policy Number: RWD500025202

Date of this Endorsement: May 1, 2013

XL Insurance America, Inc.

Countersigned by Shrag
Authorized Representative

CANCELLED

Endorsement # 1

Notification to Others of Cancellation Electronic Schedule



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3829621-11	05/01/2013	05/01/2014	05/01/2013	29253000	----	----

Named Insured and Mailing Address:

Producer:

CH2M Hill Companies, Ltd.
9191 S Jamaica St
Englewood CO 80112-6990

Marsh USA, Inc.
1225 17th St Ste #2100
Denver CO 80202-5521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Architects and Engineers Professional Liability Insurance Policy

In consideration of the premium already charged, we agree with you, subject to all terms, exclusions, and conditions of the policy that:

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule provided to us by the first "Named Insured". Such schedule:
 - a. Must be initially provided to us within 15 days:
 - (1) After the beginning of the policy period shown in the Declarations; or
 - (2) After this endorsement has been added to the policy;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that this Policy has been cancelled;
 - c. Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.

Such Schedule must be updated and provided to us, by the first "Named Insured", during the policy period. Such updated Schedule must comply with paragraphs b., c., and d. above.

2. At least thirty (30) days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule provided to us.

B. Our notification, as described in Paragraph A. of this endorsement, will be based on the most recent Schedule provided to us by the first "Named Insured" as of the date the notice of cancellation is mailed.

C. Proof of mailing will be sufficient proof that we have complied with Paragraph A. of this endorsement.

We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provide to us as described in Paragraphs A. of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed By: 
Authorized Representative

Date 5/1/2013

U-GL-113-A CW (4/90)

RIGHT OF ENTRY AND LICENSE

This Right of Entry and License between the County of Currituck, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Licensor") and Currituck County Fraternal Order of Police (Lodge #89) and the Currituck Family YMCA, (the "Licensees") is made this 21st day of January, 2014.

RECITALS

- A. **Licensor** 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.
- B. **Licensee, Currituck County Fraternal Order of Police (Lodge #89)**, is a North Carolina non-profit entity.
- C. **Licensee, The Currituck Family YMCA**, is a branch of the **YMCA of South Hampton Roads**, a Virginia non-profit organization.
- D. The Licensees proposes to sponsor, construct and operate a 'Mud Run' physical fitness challenge on the property described below. The event will be titled the **"Run A Muck N Currituck Mud Run."** The event is scheduled to take place on **May 17th, 2014.**
- E. **Description of Property.** The County of Currituck, a North Carolina municipal corporation, warrants that it is the owner of the real property ("The Property") legally described as:

Tax Parcel Numbers: 0052000014A0000, 060B00000110000, 060B00000100000, 060B00000090000, 060B00000020000, 060B00000010000, 060B00000080000, 005200000160000

The above referenced parcels are located within the Currituck Community Park property and the Maple Commerce Park subdivision. All properties are owned by Currituck County. A map identifying the approved route and obstacle locations is attached to this agreement and labeled "Exhibit A."

IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, it is agreed by and between the parties as follows:

1. Right of Entry and License. Licensor grants a Right of Entry and License to Licensees, their agents, employees and contractors, to enter the Property for the construction of certain temporary obstacles, trail markings, flags including permission to utilize the

Property to conduct the aforementioned race. The licensed areas are delineated on the drawing attached as "Exhibit A."

2. Restoration. Upon completion of the race event, the Licensees or their agents shall return the licensed area and all portions of the Property affected by use of the License to a condition reasonably comparable to the condition in which it existed prior to the Licensees' use of this license. The intent of this provision is to ensure that if Licensees' use of this License directly or indirectly causes damage to the Property, Licensees shall correct such damage.

Specific restorative actions shall include:

- **Restore all disturbed area to original condition including seeding.**
- **Restore any displaced rip rap at the stormwater pond forebay crossing.**
- **Water mains and power cables are located along the well field road. Have all utilities located prior to any digging including post holes.**
- **Use care at the stock pile to prevent future erosion of the slopes and repair any silt fence damage.**

3. Hold Harmless. Licensees agree to indemnify and hold Licensor, and each of them, their successors, heirs and assigns, harmless from and against any and all injury and damage claims, demands, obligations, judgments, awards, expenses, and liabilities of any and every kind, including without limitation attorney's fees and all litigation costs and expenses, which may be made or arise against or be incurred by Licensor from, due to, or relating to Licensees' conduct or activities on or about the Property, and/or conduct or activities of any participants in the Licensees' sponsored event to include all employees, agents, invitees, contractors, and any other persons who may come upon or be at or near the Property on behalf of Licensee or because Licensee is using this easement.

4. Term: This Agreement shall be effective from April 1, 2014 and shall terminate 60 days (2 months) after acceptance. If due to circumstances beyond Licensees' control, which does not allow for the restorative actions to be completed by the above scheduled date, Licensee will present to the Licensor, in writing, a revised restoration schedule for their approval, which shall not be unreasonably withheld.

5. Payment: The Licensor does not require compensation for this License. However, restoration of the property to its original condition as found prior to this event, shall be considered compensation for the grant of these rights.

6. Attorneys' Fees: Should it be necessary for either party to enforce their rights under this agreement, then in the event of litigation, the prevailing party shall be entitled to recover and collect all costs and reasonable attorney's fees as determined by the court

resolving the litigation. As used in this entire paragraph, "costs" shall include without limitation the actual costs and charges of court reporters, transcription costs of depositions, discovery costs, expert witness and consultant's fees, legal messengers charges, long distance telephone charges, copying and fax machine charges/costs, postage and other mailing costs, and all other out of pocket expenses and charges incurred which relate in any way to pursuing enforcement or handling interpretation or breach of agreement issues regarding this agreement Reasonable attorney's fees shall include without limitation all time spent in consultations with attorneys, and all time spent by the prevailing party's attorneys and their legal assistants and staff in handling and preparing all aspects of preparation for and conducting arbitration and trial, and during any appeals. As used herein, "prevailing party" means the party in whose favor a final judgment is rendered.

Further, after award or judgment is entered the prevailing party shall be fully entitled to recover against the losing party all future costs, attorneys' fees and all expenses which may be incurred in collecting upon and/or enforcing the award or judgment, including without limitation bond costs, sheriff's fees, filing and/or court fees, and all time spent by attorneys on behalf of the prevailing party in handling and pursuing collection/enforcement of the award or judgment. The prevailing party shall be entitled to provisions in any such award or judgment which set forth the within collection or enforcement rights to future costs and fees.

7. Successors and Assigns: Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. This license may not be assigned by Licensees without the prior written consent of Licensor.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF CURRITUCK

S. Paul O'Neal, Chairman
Currituck County Board of Commissioners

ATTEST:

Mary S. Gilbert
Clerk to the Board of Commissioners
(COUNTY SEAL

CURRITUCK COUNTY FRATERNAL ORDER
OF POLICE

By: _____

CURRITUCK FAMILY YMCA

By: _____

CANCELLED

EXHIBIT A



BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 21st day of January, 2014 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
15447-526650	Economic Development	\$	150,000		
15390-499900	Appropriated Fund Balance			\$	150,000
			<u>\$ 150,000</u>		<u>\$ 150,000</u>

Explanation: Occupancy Tax - Tourism Related (15447) - Increase appropriations for construction of water and sewer lines for Economic Development projects.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$150,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-511000	Telephone & Postage	\$ 50,000	
15442-516000	Maintenance & Repair	\$ 6,000	
15442-514000	Travel	\$ 1,000	
15442-526200	Promotion		\$ 50,000
15442-590000	Capital Outlay		\$ 6,000
15442-514500	Training & Education		\$ 1,000
		<u>\$ 57,000</u>	<u>\$ 57,000</u>

Explanation: Occupancy Tax - Tourism Promotion (15-443) - Transfer funds for promotion related operations for the remainder of this fiscal year.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 21st day of January, 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
15442-587010	T T - Operating Fund	\$	12,000		
15320-415000	Occupancy Tax Fund			\$	12,000
		<u>\$ 12,000</u>		<u>\$ 12,000</u>	

Explanation: Occupancy Tax - Tourism Promotion (15442) - Increase appropriations for additional promotion at the airport and for Economic Development. (See B/A 2014051)

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$12,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 21st day of January, 2014 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2014.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or</u>	<u>Increase Expense</u>	<u>Increase Revenue or</u>	<u>Decrease Expense</u>
15447-561000	Professional Services	\$	10,000		
15320-415000	Occupancy Tax Fund			\$	10,000
		<u>\$</u>	<u>10,000</u>	<u>\$</u>	<u>10,000</u>

Explanation: Occupancy Tax - Tourism Promotion (15442) - Increase appropriations for lobbyist to work on various tourist related issues.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$10,000.

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Clerk to the Board