



**Board of Commissioners  
Agenda Packet**

**February 18, 2019**

**Work Session**

5:00 PM Court Security

**6:00 PM Call to Order**

A) Invocation & Pledge of Allegiance-Reverend Dawne Hollis-Custer, Currituck United Methodist Charge

B) Approval of Agenda

**Public Comment**

*Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.*

**Commissioner's Report****Public Hearings**

- A) **PB 08-48 Cape Currituck (Horgan/Mason):** PB 08-48 Cape Currituck (Horgan/Mason): Amended Conditional District-Planned Unit Development Zoning Overlay to decrease the number of dwelling units/density, canal realignment, reduce wetland fill, and reorient development layout on property located at 291 West Side Lane, Powells Point, Poplar Branch Township, Parcel Identification Numbers 0112-000-003B-0000 and 0112-000-003C-0000.
- B) **Public Hearing and Consideration of Resolution Authorizing Purchase and Sale Agreement and Conveyance of Maple Commerce Park Lot 9 to BEI Tactical, LLC**

**Old Business**

- A) **Consideration and Action: Review and Adoption of Ordinance for Conditional Zoning, PB 18-23-Fost Tract**

**New Business**

- A) **Consideration of Bid Award: Corolla Greenway, Phase V**
- B) **Board Appointments**
1. ABC Board
  2. Historic Preservation Commission
  3. Planning Board Appointments
  4. Recreation Advisory
  5. Senior Citizens Advisory
- C) **Amended-Resolutions Approving Amendments to Albemarle Commission Charter and Commission Member Appointments**

**D) Consent Agenda**

1. Approval Of Minutes for February 4, 2019
2. Budget Amendments
3. Surplus Resolution-Animal Services and Control
4. Surplus Resolution-Tax Department
5. NC Department of Public Safety-No-Cost Lease Agreements-Adult & Juvenile Probation
6. Job Description Revision-Telecommunicator I

**E) County Manager's Report****Closed Session**

Closed Session Pursuant to G. S. 143-318.11(a)(3) to Consult With the County Attorney and to Preserve the Attorney-Client Privilege

**Adjourn**

- 1) **Amended Item: Consideration of Resolution Approving a Memorandum of Agreement between The Currituck Club Property Owners and Ocean Club Centre Owners**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2377)**

**Agenda Item Title**

5:00 PM Court Security

**Brief Description of Agenda Item:**

Discussion of Facility and Courtroom Security at Judicial Center Building, Governmental Complex.

**Board Action Requested**

Information

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2323)

**Agenda Item Title**

PB 08-48 Cape Currituck (Horgan/Mason):

**Brief Description of Agenda Item:**

PB 08-48 Cape Currituck (Horgan/Mason): Amended Conditional District-Planned Unit Development Zoning Overlay to decrease the number of dwelling units/density, canal realignment, reduce wetland fill, and reorient development layout on property located at 291 West Side Lane, Powells Point, Poplar Branch Township, Parcel Identification Numbers 0112-000-003B-0000 and 0112-000-003C-0000.

**Planning Board Recommendation:**

**PLANNING BOARD MEETING 12/11/2018**

**RESULT: RECOMMENDED APPROVAL WITH PLANNING BOARD RECOMMENDED CHANGES [UNANIMOUS]**

**AYES:** Anamarie Hilgendorf, Board Member, Fred Whiteman, Chairman, C. Shay Ballance, Vice Chairman, Steven Craddock, Board Member, Jane Overstreet, Board Member

**ABSENT:** Carol Bell, Board Member, Joanne M. DiBello, Board Member, J. Timothy Thomas, Board Member

**MOTION:** Mr. Craddock motioned to approve PB 08-48 Cape Currituck for the conditional rezoning with the agreed upon conditions since total number of dwellings has reduced with no more than 30 residential dwelling units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency, no more than 60 residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public and no more than 100 residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed. Also, to include the pedestrian walkway between the parking and the boat ramp with additional signage to prevent pedestrian danger.

Ms. Overstreet seconded the motion and the motion carried unanimously.

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Cheri Elliott, Assistant

**Presenter of Agenda Item**

Tammy Glave



# STAFF REPORT PB 08-48 CAPE CURRITUCK BOARD OF COMMISSIONERS JANUARY 7, 2019

## APPLICATION SUMMARY

|                                                                                                                                                                                                                                                    |                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Owner:</b><br>Denny Horgan and Donna Mason<br>291 West Side Lane<br>Powells Point NC 27966                                                                                                                                             | <b>Applicant:</b><br>Denny Horgan and Donna Mason<br>291 West Side Lane<br>Powells Point NC 27966                                  |
| <b>Case Number:</b> PB 08-48                                                                                                                                                                                                                       | <b>Application Type:</b> Amended Conditional District<br>- Planned Unit Development Zoning Overlay                                 |
| <b>Parcel Identification Numbers:</b><br>0112-000-003B-0000, 0112-000-003C-0000                                                                                                                                                                    | <b>Existing Use:</b> Single-Family Dwelling,<br>Agricultural                                                                       |
| <b>Land Use Plan Classification:</b> Full Service and<br>Conservation                                                                                                                                                                              | <b>Parcel Size (Acres):</b> 120.15                                                                                                 |
| <b>Zoning History:</b> A (1989) rezoned to CD-PUD<br>(2008)                                                                                                                                                                                        | <b>Access:</b> West Side Lane (SR 1112)                                                                                            |
| <b>Utilities:</b> County Water/Private WWTP                                                                                                                                                                                                        | <b>Stormwater:</b> Multiple manmade wetland<br>pockets, wet detention basins, and permeable<br>pavement throughout the development |
| <b>Plan Request:</b> Decrease the number of dwelling units/density, canal realignment, reduce wetland fill, and reorient types of dwelling units to improve transition from this development to Kilmarlic Subdivision single-family dwelling lots. |                                                                                                                                    |

## STAFF ANALYSIS

The Board of Commissioners approved a conditional rezoning request (A to CD-PUD Overlay) in 2008 for this property. The CD-PUD Overlay included 237 mixed residential units, a small commercial hub, boat marina, public boat ramp, and associated infrastructure improvements. During the permitting process, the applicant was notified that the proposed waterway connection to the Albemarle Sound was not a desired alignment by State and Federal agencies. Based on that feedback, the master plan has been redesigned to reflect a new access to the sound and a new project layout. Due to the time between the previous approval and the current revised master plan, wetlands were reassessed with the appropriate State and Federal agencies. Changes to the wetland boundaries significantly impacted the uplands available for development and required an overall decrease in the number of units in the previously approved plan.

The proposed amended plan includes a total of 160 mixed residential units with a residential density of 1.33 dwelling units per acre. The project also has neighborhood serving retail uses, a restaurant, traditional uses associated with a full-service marina, and associated infrastructure that includes a small, wastewater treatment plant that serves the project. The development is predicated on a public access marina, including boat ramp, with a realigned access canal to the Albemarle Sound. The project is positioned to take boat traffic from the Intracoastal Waterway (ICW) which traverses just

offshore from the proposed project. The marina will provide approximately 208 boat slips for use by the general public, visitors, and ICW traffic.

The approved master plan included approximately 2.7 acres of wetland fill. Because of the reduction in density and site redesign, the proposed wetland fill impact for upland development is 0.48 acres which includes filling for road crossings. Wetland fill will be permitted and mitigated through the appropriate State and Federal agencies. The amended plan also includes a better transition from Kilmarlic Subdivision by placing the single-family condo style housing units closer to that neighborhood. Lot 175 within Kilmarlic Club Phase II is the only lot that directly abuts the proposed planned development. At this location, all buildings have been placed approximately 45 feet from the residential property line. A minimum 10 feet wide vegetated buffer will be provided along the adjacent properties zoned residential. All commercial development has been centralized within the community and will not be adjacent to the existing residential development.

The previously approved plan showed no permanent structures built within 100' of the mean high water mark. The proposed plan reduces that setback to 30' which matches the UDO 30' required riparian buffer. The previous plan required waterfront property within 100' of mean high water mark to remain in common open space. The proposed plan reduces that open space measurement to 30' of the normal water level. This is consistent with the UDO requirement that riparian buffers remain as open space.

Community concern has been expressed regarding West Side Lane (SR 1112) being used to access the development. West Side Lane is an NCDOT maintained road and NCDOT expressed no concern for the increased traffic on West Side Lane during their review process. Internal pedestrian circulation will be provided throughout the development and to all commercial areas. Golf cart and bicycle parking will be provided at the proposed commercial hub to encourage alternative transportation methods.

## RECOMMENDATIONS

### TECHNICAL REVIEW COMMITTEE

The Technical Review Committee recommends approval of the conditional rezoning subject to the following conditions:

1. Staff is concerned with the maneuverability of vehicles pulling boat trailers (turning radius) at the public boat ramp, lack of vehicle hauling boat trailer parking at the ramp, and the distance from the ramp to the boat trailer parking lot. (Planning) UPDATE FROM APPLICANT: *The drive aisles within the boat ramp parking lot are currently 32'-35' wide to allow for a boat maneuvering and access. AutoTURN has been run using a vehicle length of 19' and boat length of 32' (with an anticipated 11' wheel base). The steering lock angle was assumed at 31.6 degrees. Based on the results of the AutoTURN, simulation areas of the site have been widened and radii enlarged as necessary. Boat and trailer parking remains proposed adjacent to the proposed wastewater treatment plant.* STAFF NOTE: Staff is satisfied with the maneuverability of the vehicles pulling boat trailers at the public boat ramp. Staff remains concerned regarding the distance from the boat ramp to the vehicle/boat parking area (approximately four-tenths of a mile).
2. A CAMA Major Permit will be required for project development. For permitting assistance, please contact Ron Renaldi, DCM Field Representative at 252-264-3901. (CAMA) UPDATE FROM APPLICANT: *Acknowledged. A CAMA Major Permit is being prepared and will be submitted for review prior to the anticipated Board of Commissioners meeting date of December 3, 2018.*
3. Page 3 of the Site Narrative indicates that the proposed subdivision is predicated on a marina being constructed that offers a connection to the Albemarle Sound, however Page 8 indicates

that permitting for the marina will occur in Phase 2---after 43 units and associated improvements for those units are installed in Phase 1. It is recommended that permitting for the marina occur in Phase 1. (CAMA) UPDATE FROM APPLICANT: *Acknowledged.*

| SURROUNDING PARCELS |                                   |        |
|---------------------|-----------------------------------|--------|
|                     | Land Use                          | Zoning |
| North               | Undeveloped                       | AG     |
| South               | Albemarle Sound                   | n/a    |
| East                | Kilmarlic Subdivision/Undeveloped | SFM/AG |
| West                | Undeveloped                       | AG     |

| LAND USE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The 2006 Land Use Plan classifies this site as Full Service and Conservation within the subarea. The policy emphasis for the Point Harbor subarea is to allow this area to continue to evolve as a full service community, but with better attention to the planning needed to protect residential areas and the natural features that make the area so attractive. Vegetative buffers should be required/maintained along shorelines to preserve public access and open space at the waters edge and to protect water quality in the sound. The proposed plan is in keeping with the policies of the plan, some of which are:</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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.           |
| Policy PA1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Public access to the sound and ocean waters of Currituck County is essential to the quality of life of residents and visitors, as well as the economy of the area. The County supports the establishment of ADDITIONAL PUBLIC AND PRIVATE ACCESS opportunities to the waters of Currituck County.                                                                                                                                        |
| Policy PA5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PUBLIC AND PRIVATE MARINAS offering access to area waters should be encouraged when developed in accordance with the CAMA specific use standards for marinas (i.e. docks for more than 10 vessels). Marinas shall not be approved, however, that are incompatible with nearby land uses or whose designs fail to meet the environmental quality and development standards of the County's Unified Development Ordinance.                 |
| Policy CD8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MIXED-USE DEVELOPMENTS, properly planned from the outset, which allow for a compatible mixture of residential and non-residential uses with a pedestrian scale and design, are encouraged.                                                                                                                                                                                                                                               |
| Policy WQ6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Currituck County supports the retention or preservation of VEGETATED BUFFERS along the edge of drainage ways, streams and other components of the estuarine system as an effective, low cost means of protecting water quality.                                                                                                                                                                                                          |
| Policy ML3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The interests of Mainland Area residents in having ACCESS TO THE AREA'S OCEAN AND ESTUARINE WATERS shall be fostered through County actions to increase the number of additional public access sites at a rate commensurate with the population growth of the Currituck County. Included in the actions taken to increase public access shall be a consideration given to transportation needs, including boat docks and ferry services. |

|            |                                                                                                                                                                                                                                                                                                                    |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy ES2 | NON-COASTAL WETLANDS, including FRESHWATER SWAMPS, AND INLAND, NON-TIDAL WETLANDS, shall be conserved for the important role they play in absorbing floodwaters, filtering pollutants from stormwater runoff, recharging the ground water table, and providing critical habitat for many plant and animal species. |
| Policy WQ5 | Development that preserves the NATURAL FEATURES OF THE SITE, including existing topography and significant existing vegetation, shall be encouraged. COASTAL AND NON-COASTAL WETLANDS shall not be considered part of a lot's acreage for the purpose of determining minimum lot size or development density.      |

## CONSISTENCY AND COMPATIBILITY STATEMENT

This amended CD - Planned Unit Development Zoning request is consistent with the goals, objectives, and policies of the Land Use Plan, is compatible with existing and proposed uses surrounding the land subject to the application, and is an appropriate zoning district and use for the land.

## CONDITIONS OF APPROVAL

Only conditions mutually agreed to by the owner(s) may be approved as part of a conditional zoning district. Conditions shall be limited to those that address conformance of development and use of the site with county regulations and adopted plans and that address the impacts reasonably expected to be generated by the development or use. No condition shall be less restrictive than the standards of the parallel general use zoning district.

### Agreed upon conditions of approval:

Staff recommends that the conditions approved in 2008 remain in effect with the following revisions:

#### Uses

1. Limited to mixed residential uses, neighborhood serving retail uses, restaurants, and those traditional uses associated with a marina, and other items contained in the Currituck Marina Conceptual Plan.
2. Maximum gross residential density shall not exceed 2.0 dwelling units per acre.
3. No more than 50 residential dwelling units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency. *\*The board may wish to discuss revising this number with the applicant since total lot count has dropped from 237 residential dwelling units to 160 residential dwelling units*
4. No more than 100 residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public. *\*The board may wish to discuss revising this number with the applicant since total lot count has dropped from 237 residential dwelling units to 160 residential dwelling units.*
5. No more than 150 residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed. *\*The board may wish to discuss revising this number with the applicant since total lot count has dropped from 237 residential dwelling units to 160 residential dwelling units.*

#### Transportation

1. Multimodal pathways a minimum of six feet in width shall be provided throughout the development. This shall include interconnected sidewalks, bikeways and natural trails.
2. Internal pedestrian circulation shall be required for all commercial areas through the use of clearly defined walkways.

#### Landscaping/Screening

1. All inland, non-tidal and coastal wetlands not proposed to be filled shall remain undisturbed in accordance with the Currituck Marina Conceptual Plan. Delineated CAMA, 404, and 401 wetlands shall be placed in a conservation easement or preservation trust preventing individual ownership or development.
2. There shall be no development, land disturbing (other than excavation of access channel, restoration or enhancement of natural ecosystems and management of invasive species), or logging activities in areas designated by the 2006 Land Use Plan as Conservation in accordance with the Currituck Marina Conceptual Plan. This shall not preclude elevated walkways, utilities, or other necessary public improvements.
3. A combination of Low Impact Development (LUD) techniques such as cisterns, pervious materials, stormwater rain gardens, and soft stabilization of the marina basin shall be utilized as approved by the County Engineer.
4. Existing mature trees within 300 feet of the mean high water mark or 100 feet of any adjacent property line shall be identified as a tree conservation area and be preserved to the extent practicable.
5. When developing within 300 feet of the shoreline, precedence should be given to "soft" stabilization approaches including but not limited to preservation of existing vegetation, creation of natural, living shorelines for areas needing stabilization, and establishment of vegetative buffers.
6. In commercial areas every parking space shall be entirely located within 120 feet of a landscape island containing a minimum of 2 canopy trees, a minimum of 2 inches in caliper at time of planting. Landscape islands shall be a minimum of 10 feet in width and 400 square feet in size.
7. In commercial areas pedestrian plazas or similar shaded outdoor seating areas shall be provided at a rate of 100 square feet for every 2,000 square feet of gross floor area.

#### Site Design/Architectural

1. The proposed development will be in accordance with the Currituck Marina conceptual site plan dated (final plan date).
2. Maximum size of an individual commercial building shall not exceed 10,000 square feet of gross floor area.
3. Residential structures shall include vertical and horizontal relief in buildings, including but not limited to façade articulation and other architectural elements that add visual interest; variation in exterior architectural materials or styles; and, inclusion of front porches, projecting bays, or vestibules.
4. Commercial structures, including mixed use structures, shall be subject to the following requirements:
  - a. Building facades shall incorporate the traditional architectural style or vernacular of the general area.
  - b. Large expanses of blank walls shall be avoided. Facades shall incorporate architectural elements that add visual interest, including but not limited to variation in exterior materials; functioning windows and doorways; and, projecting elements such as eaves, cornices, canopies, bays, shadow lines, overhangs, porticos and colonnades.
  - c. Corrugated metal building materials shall not be permitted. Architectural grade finished metal may be used as an accent material or on elevations not visible from a right-of-way or area designated for residential uses.

#### Water Access

1. Public access to the waterfront and Albemarle Sound shall be required and include at a minimum a marina, public boat launching and parking, and multimodal pathways.
2. The marina shall include docking for a minimum of ten vessels.
3. The marina shall participate and become a Certified Clean Marina in the North Carolina Clean Marina program.
4. No permanent structures shall be built within 100 30 feet of the ~~mean high water mark~~ normal water level, or on or over a pier.
5. Waterfront property within 100 30 feet of the ~~mean high water mark~~ normal water level shall remain in common open space.

## Suggested condition of approval:

1. That the truck with trailer parking be moved closer to the public boat ramp, a method of transportation be provided to get visitors the approximate four-tenths of a mile from the truck with trailer parking lot to the board ramp, or a clearly visible pedestrian pathway be delineated from the truck with trailer parking lot to the boat ramp.

## PLANNING BOARD RECOMMENDATION

Only conditions mutually agreed to by the owner(s) may be approved as part of a conditional zoning district. Conditions shall be limited to those that address conformance of development and use of the site with county regulations and adopted plans and that address the impacts reasonably expected to be generated by the development or use. No condition shall be less restrictive than the standards of the parallel general use zoning district.

## Agreed upon conditions of approval:

Planning Board recommends that the conditions approved in 2008 remain in effect with the following revisions:

Uses

1. Limited to mixed residential uses, neighborhood serving retail uses, restaurants, and those traditional uses associated with a marina, and other items contained in the Currituck Marina Conceptual Plan.
2. Maximum gross residential density shall not exceed 2.0 dwelling units per acre.

Transportation

3. Multimodal pathways a minimum of six feet in width shall be provided throughout the development. This shall include interconnected sidewalks, bikeways and natural trails.
4. Internal pedestrian circulation shall be required for all commercial areas through the use of clearly defined walkways.

Landscaping/Screening

5. All inland, non-tidal and coastal wetlands **not proposed to be filled** shall remain undisturbed in accordance with the Currituck Marina Conceptual Plan. Delineated CAMA, 404, and 401 wetlands shall be placed in a conservation easement or preservation trust preventing individual ownership or development.
6. There shall be no development, land disturbing **(other than excavation of access channel, restoration or enhancement of natural ecosystems and management of invasive species)**, or logging activities in areas designated by the 2006 Land Use Plan as Conservation in accordance with the Currituck Marina Conceptual Plan. This shall not preclude elevated walkways, utilities, or other necessary public improvements.
7. A combination of Low Impact Development (LUD) techniques such as cisterns, pervious materials, stormwater rain gardens, and soft stabilization of the marina basin shall be utilized as approved by the County Engineer.
8. Existing mature trees within 300 feet of the mean high water mark or 100 feet of any adjacent property line shall be identified as a tree conservation area and be preserved to the extent practicable.
9. When developing within 300 feet of the shoreline, precedence should be given to "soft" stabilization approaches including but not limited to preservation of existing vegetation, creation of natural, living shorelines for areas needing stabilization, and establishment of vegetative buffers.
10. In commercial areas every parking space shall be entirely located within 120 feet of a landscape island containing a minimum of 2 canopy trees, a minimum of 2 inches in caliper at

time of planting. Landscape islands shall be a minimum of 10 feet in width and 400 square feet in size.

11. In commercial areas pedestrian plazas or similar shaded outdoor seating areas shall be provided at a rate of 100 square feet for every 2,000 square feet of gross floor area.

#### Site Design/Architectural

12. The proposed development will be in accordance with the Currituck Marina conceptual site plan dated (final plan date).
13. Maximum size of an individual commercial building shall not exceed 10,000 square feet of gross floor area.
14. Residential structures shall include vertical and horizontal relief in buildings, including but not limited to façade articulation and other architectural elements that add visual interest; variation in exterior architectural materials or styles; and, inclusion of front porches, projecting bays, or vestibules.
15. Commercial structures, including mixed use structures, shall be subject to the following requirements:
  - a. Building facades shall incorporate the traditional architectural style or vernacular of the general area.
  - b. Large expanses of blank walls shall be avoided. Facades shall incorporate architectural elements that add visual interest, including but not limited to variation in exterior materials; functioning windows and doorways; and, projecting elements such as eaves, cornices, canopies, bays, shadow lines, overhangs, porticos and colonnades.
  - c. Corrugated metal building materials shall not be permitted. Architectural grade finished metal may be used as an accent material or on elevations not visible from a right-of-way or area designated for residential uses.

#### Water Access

16. Public access to the waterfront and Albemarle Sound shall be required and include at a minimum a marina, public boat launching and parking, and multimodal pathways.
17. The marina shall include docking for a minimum of ten vessels.
18. The marina shall participate and become a Certified Clean Marina in the North Carolina Clean Marina program.
19. No permanent structures shall be built within 100 30 feet of the mean high water mark normal water level, or on or over a pier.
20. Waterfront property within 100 30 feet of the mean high water mark normal water level shall remain in common open space.

#### Suggested condition of approval that must be agreed upon:

1. That the truck with trailer parking be moved closer to the public boat ramp, a method of transportation be provided to get visitors the approximate four-tenths of a mile from the truck with trailer parking lot to the board ramp, or a clearly visible pedestrian pathway be delineated from the truck with trailer parking lot to the boat ramp. *NOTE: At the Planning Board meeting the applicant offered a shuttle service or an ADA compliant walkway from the parking area to the boat ramp. The Planning Board was agreeable to either option.*
2. No more than ~~50~~ **30** residential dwelling units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency.
3. No more than ~~100~~ **60** residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public.

4. No more than ~~450~~ **100** residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed.

#### **PLANNING BOARD MEETING 12/11/2018**

#### **RESULT: RECOMMENDED APPROVAL WITH PLANNING BOARD RECOMMENDED CHANGES [UNANIMOUS]**

**AYES:** Anamarie Hilgendorf, Board Member, Fred Whiteman, Chairman, C. Shay Ballance, Vice Chairman, Steven Craddock, Board Member, Jane Overstreet, Board Member

**ABSENT:** Carol Bell, Board Member, Joanne M. DiBello, Board Member, J. Timothy Thomas, Board Member

**MOTION:** Mr. Craddock motioned to approve PB 08-48 Cape Currituck for the conditional rezoning with the agreed upon conditions since total number of dwellings has reduced with no more than 30 residential dwelling units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency, no more than 60 residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public and no more than 100 residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed. Also, to include the pedestrian walkway between the parking and the boat ramp with additional signage to prevent pedestrian danger.

Ms. Overstreet seconded the motion and the motion carried unanimously.

**PLANNING BOARD DISCUSSION 12/11/2018:** Senior Planner, Tammy Glave presented the staff report. Ms. Glave said staff is recommending approval. The number of dwelling units will be reduced from 237 to 160 which will reduce the density. The applicants are putting in extra buffers that are not required. All the conditions of approval remain the same except two are changing - Ms. Glave referenced the conditions in the staff report for the changes being underlined (below).

#### Landscaping/Screening

1. All inland, non-tidal and coastal wetlands ***not proposed to be filled*** shall remain undisturbed in accordance with the Currituck Marina Conceptual Plan. Delineated CAMA, 404, and 401 wetlands shall be placed in a conservation easement or preservation trust preventing individual ownership or development.

2. There shall be no development, land disturbing (***other than excavation of access channel, restoration or enhancement of natural ecosystems and management of invasive species***), or logging activities in areas designated by the 2006 Land Use Plan as Conservation in accordance with the Currituck Marina Conceptual Plan.

This shall not preclude elevated walkways, utilities, or other necessary public improvements.

Ms. Glave said one of staff's concerns was the parking area being a long distance from the boat ramp. Staff would like a walking path from this area with signs for pedestrian safety.

Mr. Craddock asked if there was adequate space for turning in this parking area and Ms. Glave said yes, the applicant has run software to show this is adequate.

Cathleen Saunders with Quible & Associates came before the board to represent the applicant. She said they are reducing the units to 160 and making the design more environmentally friendly with a 30 foot buffer and 42 acre environmental area. Wet pavers will be used to address wet areas. At the community meeting the key concerns was the use of West Side Lane as an entrance and she said they have to use this because of the wetlands. NCDOT was onsite and

they are in agreement that using this road as the entrance is compliant with their standards. The boat ramp was not something that we wanted, but was a requirement made by the Board of Commissioners. The wastewater area was flipped with the parking area so it would be farther away from the adjoining properties. As far as the distance of the parking area from the boat ramp, shuttles have been considered.

Chairman Whiteman asked for if there were any persons wishing to speak in opposition.

Tom Voorhees of Duncans Way, Powells Point, said he is the Kilmarlic board representative and they are concerned about the amount of traffic for West Side Lane. He said there are no lights or sidewalks and this causes safety concerns for people walking in the neighborhood.

Warren Eadus with Quible & Associates gave their rebuttal. He said they have spoken with NCDOT about having speed bumps put on the road and this is not favorable due to emergency services having to have a quick access if needed.

Ray Bruce, a Kilmarlic resident, spoke in opposition. He said he is concerned with flooding and evacuation of his property if needed.

Mr. Eadus said they have addressed the flooding concerns and there will be a softened shoreline and elevated homes.

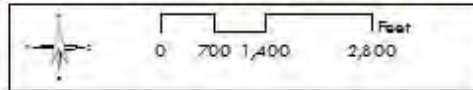
Mr. Craddock asked if West Side Lane was a state maintained road and Ms. Glave said yes. Mr. Craddock said since it is a state maintained road, shouldn't the residents be taking up their concerns with NCDOT and Ms. Glave affirmed his statement.

More discussion was held concerning the distance of the boat ramp and parking area. Ms. Hilgendorf was in favor of an ADA compliant walkway between the two areas. Mr. Craddock asked if the applicant will agree to walkways and signage. Mr. Eadus said they are willing to do a walkway.

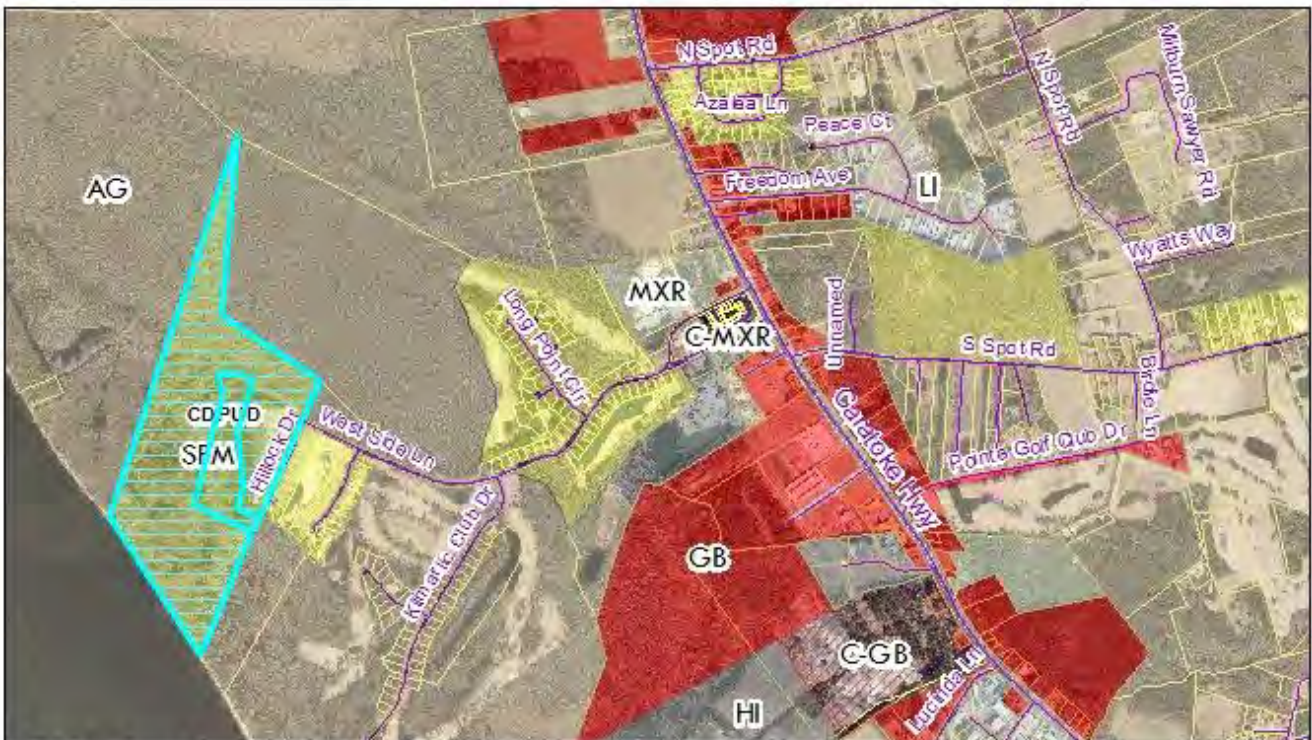
THE APPLICATION AND RELATED MATERIALS ARE AVAILABLE ON THE COUNTY'S WEBSITE  
Board of Commissioners: [www.co.currituck.nc.us/board-of-commissioners-minutes-current.cfm](http://www.co.currituck.nc.us/board-of-commissioners-minutes-current.cfm)



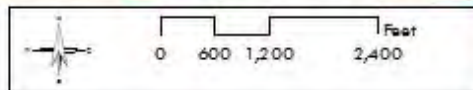
PB 08-48 Cape Currituck  
Amended CD-PUD Zoning  
2016 Aerial Photography



Currituck County  
Planning and  
Community Development

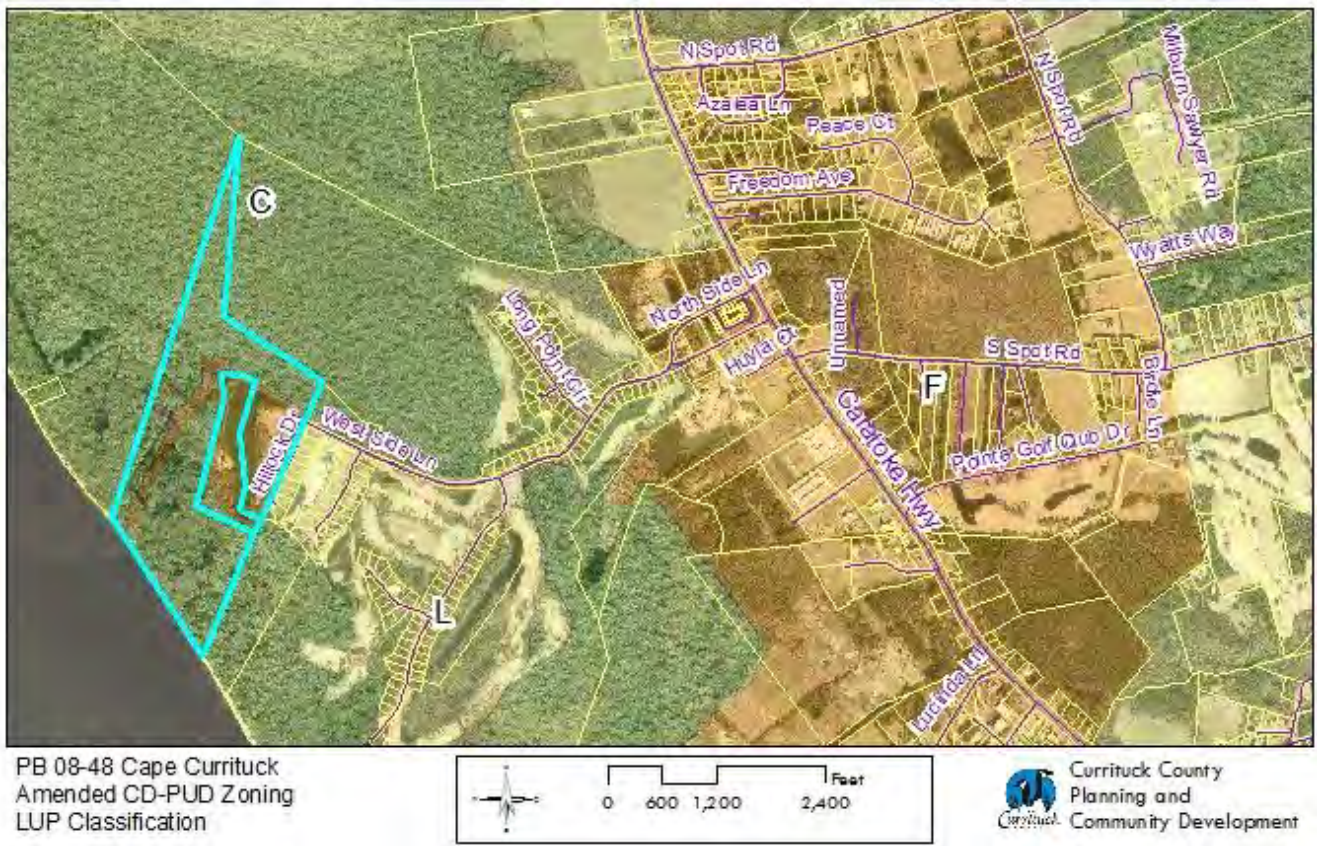


PB 08-48 Cape Currituck  
Amended CD-PUD Zoning  
Zoning



Currituck County  
Planning and  
Community Development

Attachment: 1 Cape Currituck ACZ Staff Report ! (PB 08-48 Cape Currituck (Horgan/Mason):)



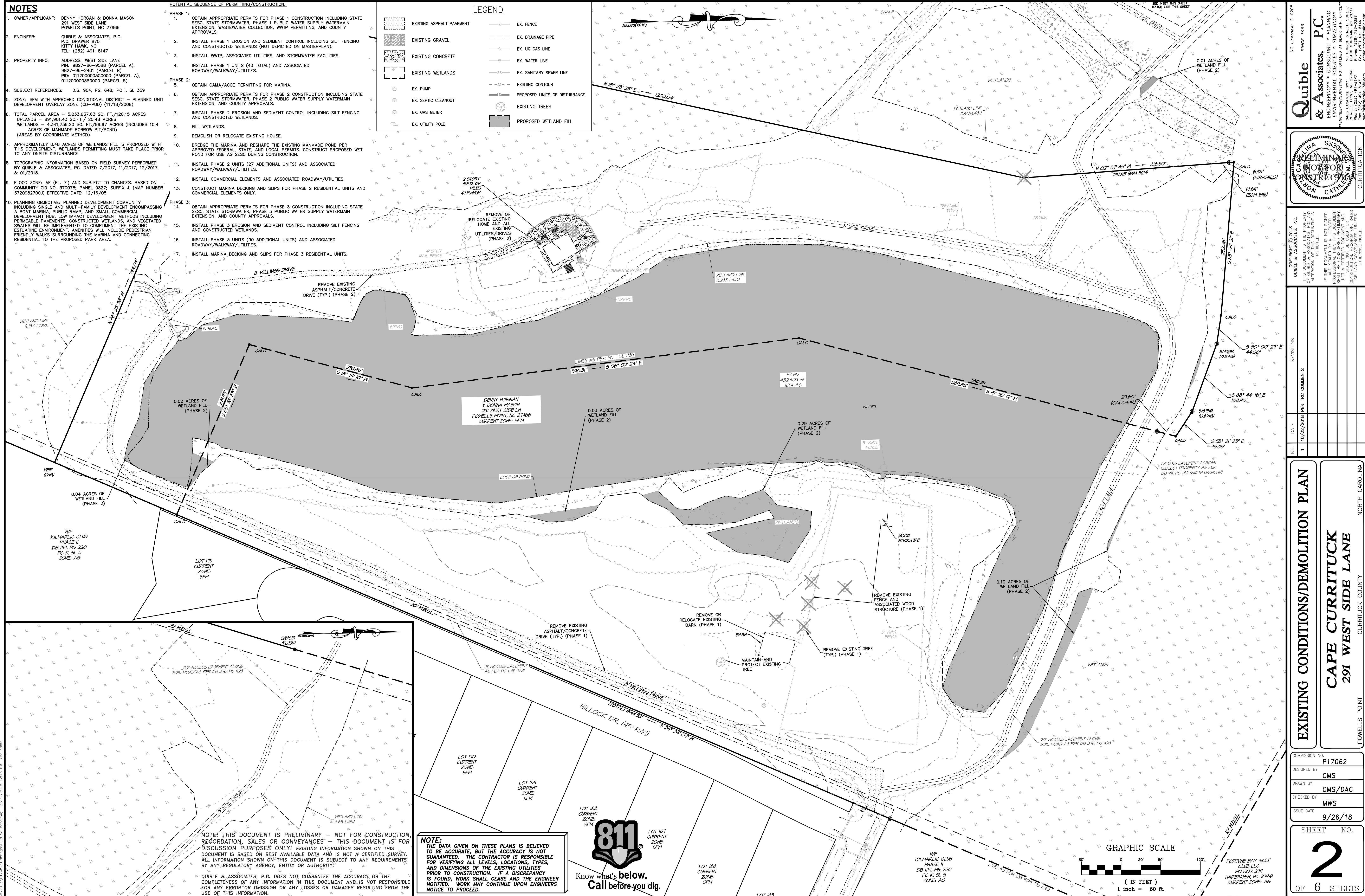
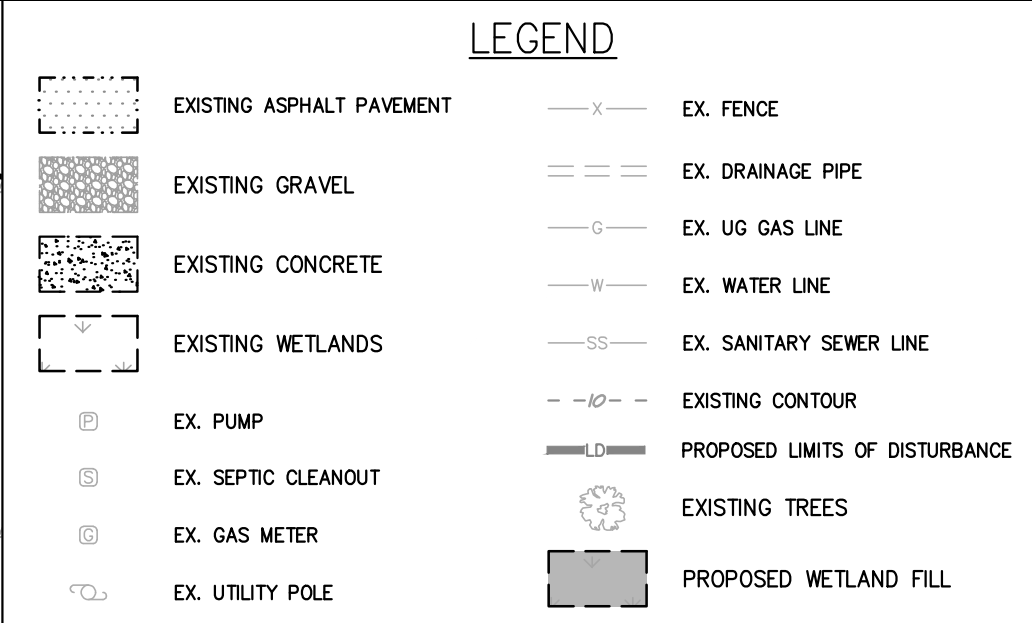


NOTES

1. OWNER/APPLICANT: DENNY HORGAN & DONNA MASON  
291 WEST SIDE LANE  
POWELLS POINT, NC 27966
2. ENGINEER: QUILBE & ASSOCIATES, P.C.  
P.O. DRAWER 870  
KITTY HAWK, NC  
TEL: (252) 491-8147
3. PROPERTY INFO: ADDRESS: WEST SIDE LANE  
PIN: 9827-86-9588 (PARCEL A),  
9827-96-401 (PARCEL B)  
PID: 011200000300000 (PARCEL A),  
011200000380000 (PARCEL B)
4. SUBJECT REFERENCES: D.B. 904, PG. 648; PC I, SL 359
5. ZONE: SFM WITH APPROVED CONDITIONAL DISTRICT - PLANNED UNIT DEVELOPMENT OVERLAY ZONE (CD-PUD) (11/18/2008)
6. TOTAL PARCEL AREA = 5,233,637.63 SQ. FT./120.15 ACRES  
UPLANDS = 891,901.43 SQ.FT./ 20.48 ACRES  
WETLANDS = 4,341,736.20 SQ. FT./99.67 ACRES (INCLUDES 10.4 ACRES OF MANMADE BORROW PIT/POND)  
(AREAS BY COORDINATE METHOD)
7. APPROXIMATELY 0.48 ACRES OF WETLANDS FILL IS PROPOSED WITH THIS DEVELOPMENT. WETLANDS PERMITTING MUST TAKE PLACE PRIOR TO ANY ONSITE DISTURBANCE.
8. TOPOGRAPHIC INFORMATION BASED ON FIELD SURVEY PERFORMED BY QUILBE & ASSOCIATES, P.C. DATED 7/2017, 11/2017, 12/2017, & 01/2018
9. FLOOD ZONE: AE (EL. 7') AND SUBJECT TO CHANGES BASED ON COMMUNITY CID NO. 370078; PANEL 9827; SUFFIX J. (MAP NUMBER 3720982700J) EFFECTIVE DATE: 12/16/05.
10. PLANNING OBJECTIVE: PLANNED DEVELOPMENT COMMUNITY INCLUDING SINGLE AND MULTI-FAMILY DEVELOPMENT ENCOMPASSING A BOAT MARINA, PUBLIC RAMP, AND SMALL COMMERCIAL DEVELOPMENT HUB. LOW IMPACT DEVELOPMENT METHODS INCLUDING PERMEABLE PAVEMENTS, CONSTRUCTED WETLANDS, AND VEGETATED SWALES WILL BE IMPLEMENTED TO COMPLEMENT THE EXISTING ESTUARINE ENVIRONMENT. AMENITIES WILL INCLUDE PEDESTRIAN FRIENDLY WALKS SURROUNDING THE MARINA AND CONNECTING RESIDENTIAL TO THE PROPOSED PARK AREA.

POTENTIAL SEQUENCE OF PERMITTING/CONSTRUCTION:

- PHASE 1:
1. OBTAIN APPROPRIATE PERMITS FOR PHASE 1 CONSTRUCTION INCLUDING STATE SESC, STATE STORMWATER, PHASE 1 PUBLIC WATER SUPPLY WATERMAIN EXTENSION, WASTEWATER COLLECTION, WWTIP PERMITTING, AND COUNTY APPROVALS.
  2. INSTALL PHASE 1 EROSION AND SEDIMENT CONTROL INCLUDING SILT FENCING AND CONSTRUCTED WETLANDS (NOT DEPICTED ON MASTERPLAN).
  3. INSTALL WWTIP, ASSOCIATED UTILITIES, AND STORMWATER FACILITIES.
  4. INSTALL PHASE 1 UNITS (43 TOTAL) AND ASSOCIATED ROADWAY/WALKWAY/UTILITIES.
- PHASE 2:
5. OBTAIN CMA/ACOE PERMITTING FOR MARINA.
  6. OBTAIN APPROPRIATE PERMITS FOR PHASE 2 CONSTRUCTION INCLUDING STATE SESC, STATE STORMWATER, PHASE 2 PUBLIC WATER SUPPLY WATERMAIN EXTENSION, AND COUNTY APPROVALS.
  7. INSTALL PHASE 2 EROSION AND SEDIMENT CONTROL INCLUDING SILT FENCING AND CONSTRUCTED WETLANDS.
  8. FILL WETLANDS.
  9. DEMOLISH OR RELOCATE EXISTING HOUSE.
  10. DREDGE THE MARINA AND RESHAPE THE EXISTING MANMADE POND PER APPROVED FEDERAL, STATE, AND LOCAL PERMITS. CONSTRUCT PROPOSED WET POND FOR USE AS SESC DURING CONSTRUCTION.
  11. INSTALL PHASE 2 UNITS (27 ADDITIONAL UNITS) AND ASSOCIATED ROADWAY/WALKWAY/UTILITIES.
  12. INSTALL COMMERCIAL ELEMENTS AND ASSOCIATED ROADWAY/UTILITIES.
  13. CONSTRUCT MARINA DECKING AND SLIPS FOR PHASE 2 RESIDENTIAL UNITS AND COMMERCIAL ELEMENTS ONLY.
- PHASE 3:
14. OBTAIN APPROPRIATE PERMITS FOR PHASE 3 CONSTRUCTION INCLUDING STATE SESC, STATE STORMWATER, PHASE 3 PUBLIC WATER SUPPLY WATERMAIN EXTENSION, AND COUNTY APPROVALS.
  15. INSTALL PHASE 3 EROSION AND SEDIMENT CONTROL INCLUDING SILT FENCING AND CONSTRUCTED WETLANDS.
  16. INSTALL PHASE 3 UNITS (90 ADDITIONAL UNITS) AND ASSOCIATED ROADWAY/WALKWAY/UTILITIES.
  17. INSTALL MARINA DECKING AND SLIPS FOR PHASE 3 RESIDENTIAL UNITS.



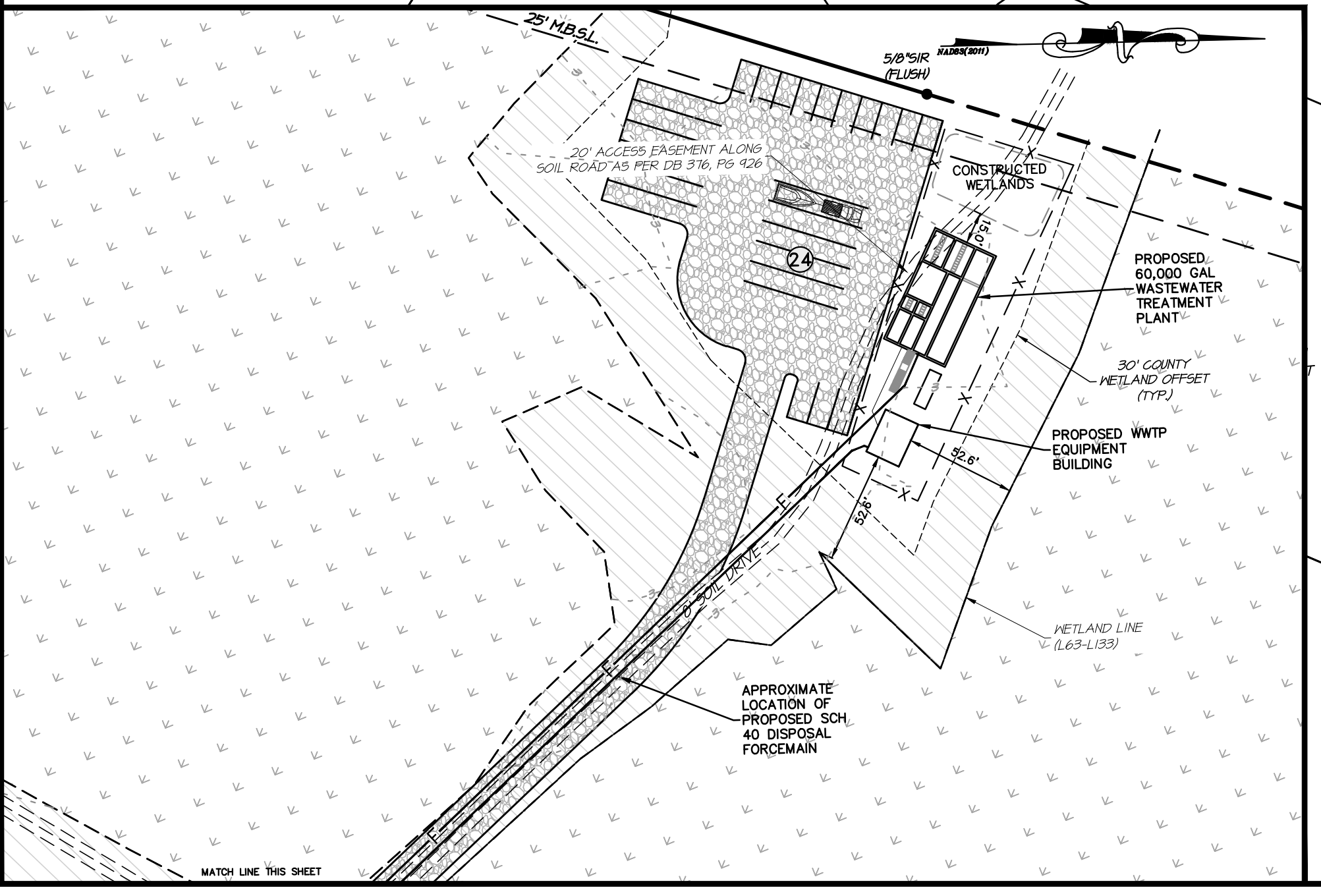
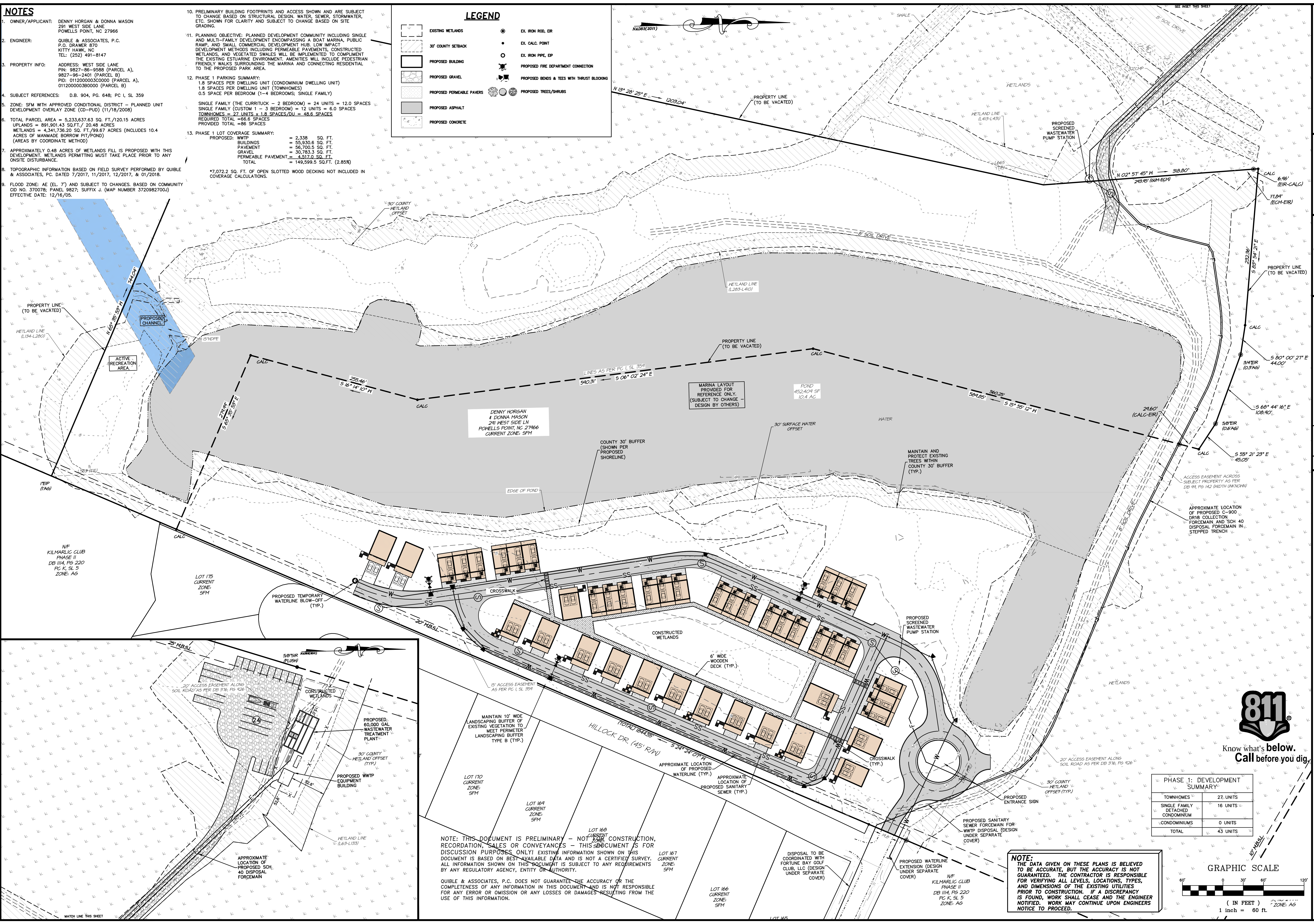
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P.O. DRAWER 870  
KITTY HAWK, NC  
TEL: (252) 491-8147
3. PROPERTY INFO: ADDRESS: WEST SIDE LANE  
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9827-96-2401 (PARCEL B)  
PID: 011200000300000 (PARCEL A),  
011200000300000 (PARCEL B)
4. SUBJECT REFERENCES: D.B. 904, PG. 648; PC 1, SL 359
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9. FLOOD ZONE: AE (EL. 7') AND SUBJECT TO CHANGES. BASED ON COMMUNITY  
ID NO. 370078; PANEL 9827; SUFFIX J. (MAP NUMBER 3720982700J)  
EFFECTIVE DATE: 12/16/05.

10. PRELIMINARY BUILDING FOOTPRINTS AND ACCESS SHOWN AND ARE SUBJECT  
TO CHANGE BASED ON STRUCTURAL DESIGN, WATER, SEWER, STORMWATER,  
ETC. SHOWN FOR CLARITY AND SUBJECT TO CHANGE BASED ON SITE  
GRADING.
11. PLANNING OBJECTIVE: PLANNED DEVELOPMENT COMMUNITY INCLUDING SINGLE  
AND MULTI-FAMILY DEVELOPMENT ENCOMPASSING A BOAT MARINA, PUBLIC  
RAMP, AND SMALL COMMERCIAL DEVELOPMENT HUB, LOW IMPACT  
DEVELOPMENT METHODS INCLUDING PERMEABLE PAVEMENTS, CONSTRUCTED  
WETLANDS, AND VEGETATED SWALES WILL BE IMPLEMENTED TO COMPLEMENT  
THE EXISTING ESTUARINE ENVIRONMENT. AMENITIES WILL INCLUDE PEDESTRIAN  
FRIENDLY WALKS SURROUNDING THE MARINA AND CONNECTING RESIDENTIAL  
TO THE PROPOSED PARK AREA.
12. PHASE 1 PARKING SUMMARY:  
1.8 SPACES PER DWELLING UNIT (CONDOMINIUM DWELLING UNIT)  
1.8 SPACES PER DWELLING UNIT (TOWNHOMES)  
0.5 SPACE PER BEDROOM (1-4 BEDROOMS; SINGLE FAMILY)  
SINGLE FAMILY (THE CURRITUCK - 2 BEDROOM) = 24 UNITS = 12.0 SPACES  
SINGLE FAMILY (CUSTOM 1 - 3 BEDROOM) = 12 UNITS = 6.0 SPACES  
TOWNHOMES = 27 UNITS x 1.8 SPACES/DU = 48.6 SPACES  
REQUIRED TOTAL = 66.6 SPACES  
PROVIDED TOTAL = 86 SPACES
13. PHASE 1 LOT COVERAGE SUMMARY:  
PROPOSED: WWTIP = 2,338 SQ. FT.  
BUILDINGS = 55,930.6 SQ. FT.  
PAVEMENT = 56,700.5 SQ. FT.  
GRAVEL = 30,783.3 SQ. FT.  
PERMEABLE PAVEMENT = 4,512.0 SQ. FT.  
TOTAL = 149,599.5 SQ.FT. (2.85%)
- \*7,072.2 SQ. FT. OF OPEN SLOTTED WOOD DECKING NOT INCLUDED IN  
COVERAGE CALCULATIONS.

**LEGEND**

|  |                           |  |                                            |
|--|---------------------------|--|--------------------------------------------|
|  | EXISTING WETLANDS         |  | EX. IRON ROD, ER                           |
|  | 30' COUNTY SETBACK        |  | EX. CALC. POINT                            |
|  | PROPOSED BUILDING         |  | EX. IRON PIPE, EP                          |
|  | PROPOSED GRAVEL           |  | PROPOSED FIRE DEPARTMENT CONNECTION        |
|  | PROPOSED PERMEABLE PAVERS |  | PROPOSED BENDS & TEES WITH THRUST BLOCKING |
|  | PROPOSED ASPHALT          |  | PROPOSED TREES/SHRUBS                      |
|  | PROPOSED CONCRETE         |  |                                            |

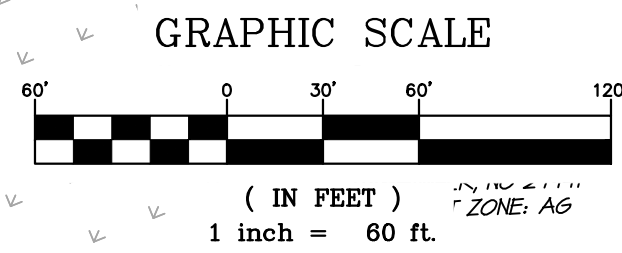


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PHASE 1: DEVELOPMENT SUMMARY

|                                    |          |
|------------------------------------|----------|
| TOWNHOMES                          | 27 UNITS |
| SINGLE FAMILY DETACHED CONDOMINIUM | 16 UNITS |
| CONDOMINIUMS                       | 0 UNITS  |
| TOTAL                              | 43 UNITS |



NOTE: THE DATA GIVEN ON THESE PLANS IS BELIEVED TO BE ACCURATE, BUT THE ACCURACY IS NOT GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPES, AND DIMENSIONS OF THE EXISTING UTILITIES PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, WORK SHALL CEASE AND THE ENGINEER NOTIFIED. WORK MAY CONTINUE UPON ENGINEERS NOTICE TO PROCEED.

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SINCE 1959

**Quilbe & Associates, P.C.**

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8446 CAROLINE HWY.  
PO BOX 111  
POWELL POINT, NC 27966  
Phone: (252) 491-8147  
Fax: (252) 491-8148  
www.quilbe.com

CERTIFICATION

STATE OF NORTH CAROLINA

PLANNING COMMISSION

FOR THE ENGINEER

DATE: 10/22/2018

PROJECT: CURRITUCK COUNTY

PROJECT NO.: 17062

DESIGNED BY: CMS

DRAWN BY: CMS/DAC

CHECKED BY: MWS

ISSUE DATE: 9/26/18

SHEET NO. 3 OF 6 SHEETS

COMMISSION NO. P17062

DESIGNED BY: CMS

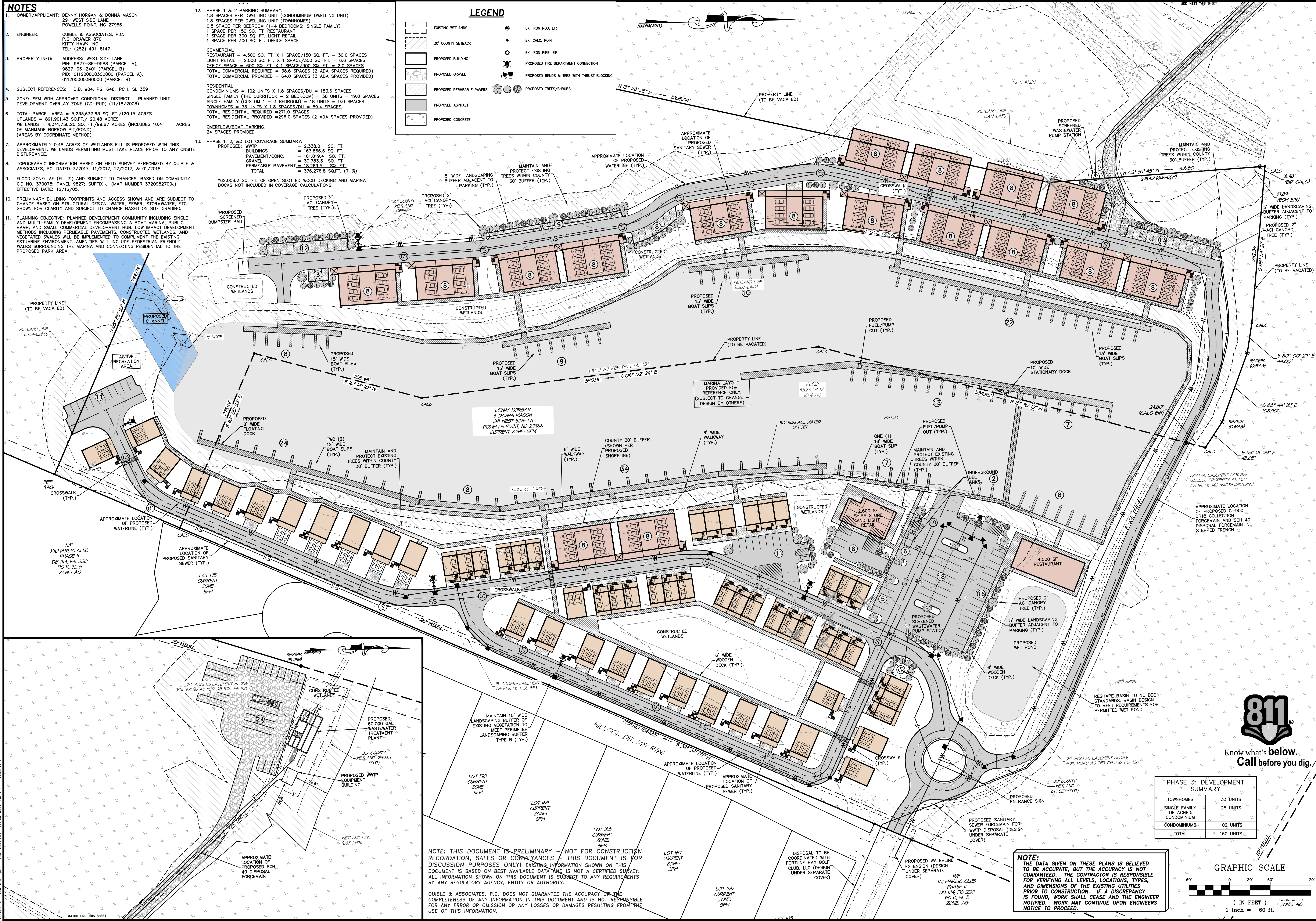
DRAWN BY: CMS/DAC

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ISSUE DATE: 9/26/18

SHEET NO. 3 OF 6 SHEETS

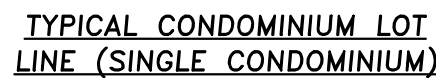
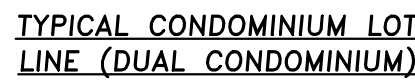
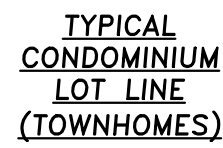
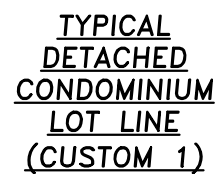
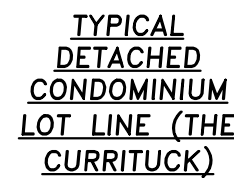




|                                                                                                                                      |  |                                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|--|
| <b>SITE - PHASE 3</b>                                                                                                                |  | NORTH CAROLINA<br>CURRITUCK COUNTY |  |
| <b>CAPE CURRITUCK<br/>291 WEST SIDE LANE</b>                                                                                         |  | POWELL'S POINT                     |  |
| COMMISSION NO.    P17062<br>DESIGNED BY       CMS<br>DRAWN BY          CMS/DAC<br>CHECKED BY       MWS<br>ISSUE DATE         9/26/18 |  |                                    |  |
| SHEET NO.                                                                                                                            |  |                                    |  |
| 5                                                                                                                                    |  |                                    |  |
| OF 6 SHEETS                                                                                                                          |  |                                    |  |

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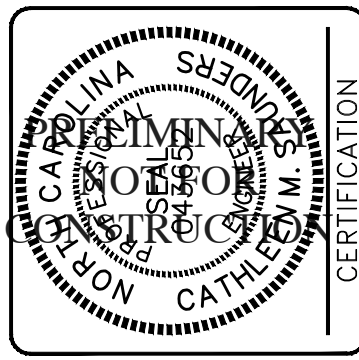
POWELLS POINT  
CURRITUCK COUNTY  
NORTH CAROLINA

SHEET NO.  
**6**  
OF 6 SHEETS

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CONSTRUCTION, RECORDATION, SALES  
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**Quible**  
SINCE 1959

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**& Associates, P.C.**  
ENGINEERING\*\* \* CONSULTING \* PLANNING  
ENVIRONMENTAL SCIENCES \* SURVEYING\*\*  
ENGINEERING/SURVEYING OFFICE AT BLACK MTN. OFFICE\*\*

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90 CHURCH STREET, SUITE B  
BLACK MOUNTAIN, NC 28711  
Phone: (828) 793-0398  
Fax: (828) 793-0398  
Fax: (252) 491-8146

NC License#: C-0208



## Currituck County

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

### MEMORANDUM

**To:** Cathleen Saunders, Quible and Associates

**From:** Tammy Glave, Senior Planner

**Date:** October 11, 2018

**Re:** PB 08-48 Cape Currituck, Amended Conditional Zoning, TRC Comments

The following comments have been received for the October 17, 2018 Technical Review Committee meeting. In order to be scheduled for the November 13, 2018 Planning Board meeting, please address all comments and resubmit a corrected plan by 3:00 p.m. on October 22, 2018. TRC comments are valid for six months from the date of the TRC meeting.

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

Approved with comment:

1. Staff is concerned with the maneuverability of vehicles pulling boat trailers (turning radius) at the public boat ramp, lack of vehicle hauling boat trailer parking at the ramp, and the distance from the ramp to the boat trailer parking lot.

**Currituck County Building-Fire Inspector (Bill News, 252-232-6023)**

Reviewed without comment.

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

Reviewed without comment.

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

Reviewed without comment.

**Currituck County Utilities – SOBWS (Benjie Carawan, 252-453-2620)**

Reviewed without comment.

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

Reviewed with comment:

1. DEVELOPERS NEED TO CONSULT WITH KEVIN CARVER RS (252-232-6603) CONCERNING PROPOSED SUB-SURFACE SEWAGE TREATMENT AND DISPOSAL SYSTEMS WITHIN PROPOSED DEVELOPMENT.

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

Reviewed with comment:

1. A CAMA Major Permit will be required for project development. For permitting assistance, please contact Ron Renaldi, DCM Field Representative at 252-264-3901.

Attachment: 3 Cape Currituck ACZ TRC Comments 10-17-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

2. Page 3 of the Site Narrative indicates that the proposed subdivision is predicated on a marina being constructed that offers a connection to the Albemarle Sound, however Page 8 indicates that permitting for the marina will occur in Phase 2---after 43 units and associated improvements for those units are installed in Phase 1. It is recommended that permitting for the marina occur in Phase 1.

**Comments not received from the following:**

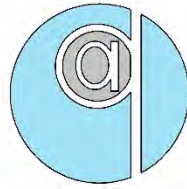
Currituck County Engineer (Eric Weatherly, 252-232-6035)

Currituck Soil and Stormwater (Will Creef, 252-232-3360)

Currituck County Utilities - Water (Yama Jones, 252-232-6061)

**The following items are necessary for resubmittal:**

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



**SITE NARRATIVE**  
**Cape Currituck Conditional Rezoning Amendment to**  
**Existing Planned Unit Development Overlay Zone**  
**Currituck County, North Carolina**

Prepared for:  
Timothy Mike Morrison  
8443 Caratoke Highway Ste E,  
Powells Point, NC 27966

Prepared by:  
Quible & Associates, P.C.  
PO Drawer 870  
Kitty Hawk, NC 27949

September 27, 2018  
P17062

## Table of Contents

|                                                       |    |
|-------------------------------------------------------|----|
| Overview.....                                         | 2  |
| Planned Development.....                              | 2  |
| Existing Site .....                                   | 2  |
| Proposed Development.....                             | 3  |
| Access.....                                           | 3  |
| Pedestrian Access.....                                | 3  |
| Parking .....                                         | 4  |
| Utilities.....                                        | 5  |
| Water.....                                            | 5  |
| Sanitary Sewer .....                                  | 5  |
| Stormwater Management Plan .....                      | 5  |
| Soils .....                                           | 6  |
| Marina.....                                           | 6  |
| Buffers and Site Vegetation .....                     | 6  |
| Zoning .....                                          | 6  |
| Environmental Buffers .....                           | 7  |
| Proposed Sequence of Permitting/Construction .....    | 8  |
| Phase 1:.....                                         | 8  |
| Phase 2:.....                                         | 8  |
| Phase 3:.....                                         | 9  |
| Proposed Zoning Conditions/Dimensional Standards..... | 9  |
| Use Conditions: .....                                 | 9  |
| Transportation Conditions:.....                       | 9  |
| Landscaping/Screening Conditions: .....               | 9  |
| Site Design/Architectural Conditions:.....            | 10 |
| Water Access Conditions:.....                         | 10 |

## Appendices

*Appendix A – Previously approved CD-PUD Permit (2008)*

*Appendix B – On-site Soils Map and Data*

*Appendix C – Supporting letter for off-site disposal of wastewater effluent*

## Overview

The site consists of a parcel of land (120.15 acres) located adjacent to the Kilmarlic Golf Club/Residential Community and the Albemarle Sound. The developer (Cape Currituck) proposes to amend an existing Conditional Rezoning – Planned Unit Development Overlay Zoning. This development is mixed-use and includes 160 residential units, a small commercial hub, full service marina, and associated infrastructure. Development of the site will take place within phases. Anticipated phasing of the project is outlined within the proposed Sequence of Permitting/Construction section of this narrative.

A conceptual development masterplan was submitted to Currituck County and granted approval in 2008. A copy of the Currituck County approval has been attached as **Appendix A**.

## Existing Conditional Rezoning Planned Unit Development

A previous Conditional District Zoning Map Amendment package was submitted and approved in November of 2008. This conditional zoning map amendment rezoned the subject parcel from SFM to CD-PUD with the intention of building a development including 237 residential units, a small commercial hub, boat marina, public boat ramp, and associated infrastructure improvements. The previous rezoning was necessary as the proposed development desired mixed use (commercial and residential) was not a permitted use in the SFM zoning district. A copy of the previous CD-PUD permit is included within **Appendix A**.

During the permitting stages it became apparent that the proposed waterway alignment to connect to the sound was not desirable by State and Federal resource and permit agencies. The Masterplan has been redesigned to take this change into account and a revised Planned Development Masterplan is proposed to address the current desired layout. Due to the lapse in time between the previous masterplan and the current desire for construction, wetlands onsite were revisited with the appropriate State and Federal agencies. Changes to the wetland boundaries defined onsite, significantly impacted the available uplands for development and required a change (an overall decrease in the number of units) in the previously approved masterplan. The masterplan associated with the existing CD-PUD will be modified to reflect current site conditions.

## Existing Site

A majority of the property is a mix of wetlands with approximately 20 acres of uplands. There is approximately 1,800 linear feet of shoreline within the project area. Much of the interior of the property is dominated by coastal wetlands species. However, there are approximately 40 acres of the wetlands that have been invaded by *Phragmites australis*. The wetlands that are dominated by *P. australis* have been determined to not fall under the jurisdiction of the Division of Coastal Management (DCM). The interior wetlands are not connected directly to the Sound due to high berms along the shoreline and a berm that extends from the shoreline east into the property along the existing canal. Historically, there was a connection to the Albemarle Sound from a series of man-made canals on the property.

Much of the uplands on site are maintained grasses, paths and unimproved roads that are used by the current owner. There is a single-family residential home on the property along with horse barns and paddocks.

Existing grades throughout the site are generally between elevation 3-feet to 5-feet. All impervious coverage currently on the site sheet flows or has a direct connection into the existing pond, man-made canals and wetlands.

## Proposed Development

Cape Currituck proposes a development with mixed residential uses, neighborhood serving retail uses, a restaurant, and traditional uses associated with a full-service marina. The planned development includes 160 total residential units, a small commercial hub, restaurant, full service marina, and associated infrastructure. The developers, Cape Currituck, LLC (not yet incorporated but planned), propose to excavate a channel to connect the existing pond to the Albemarle Sound. The proposed subdivision is predicated on a marina being constructed that offers a connection to the Albemarle Sound. There are no public marinas on the Albemarle Sound shoreline in Currituck County. This project will provide access to the Albemarle Sound and is positioned to take boat traffic from the Intracoastal Waterway which traverses just offshore from the proposed project.

The proposed site is generally consistent with the County Land Use Plan. A portion of the site is considered 'conservation' within the County's Future Land Use plan. This area is currently wetlands and will predominately remain undisturbed with the site development. Approximately 0.48 acres of wetland fill will be permitted and mitigated through the appropriate State and Federal agencies. The proposed development will incorporate sustainable development practices and permeable pavement to the extent practical to encourage an environmentally conscious development adjacent to the existing wetlands and waterbody.

The uplands available on the subject parcel of land are designated as 'Full Service' by the County's 2006 Land Use Plan (LUP). Areas designated as Full Service are those parts of the county where a broad range of infrastructure and service investments have been provided or will be made available by the public and/or private sectors. Residential development is considered an appropriate development within the full-service district and is typically allowed to have 2 units per acre. Commercial Development within the full-service district is acceptable per the 2006 LUP and the proposed small commercial hub will reflect the existing community in scale, architectural style, materials, landscaping, and site design.

The planned development would address a community need for access to the Albemarle Sound while providing an increased inventory of resort style homes and condominiums. The proposed condominiums will also address the need for multifamily housing within lower Currituck. The proposed smaller single-family homes/cottages (1,000 sq. ft. to 1,800 sq. ft.) are anticipated to compliment surrounding developments, which allow for larger floor plans. The proposed marina and access to the Intracoastal Waterway (ICW) will provide needed access to the underutilized Albemarle Sound and positively impact the land values in the surrounding area.

### Access

Access to the site will be available from West Side Lane (SR 1112). A minimum 20' wide all-weather asphalt drive aisle capable of supporting 75,000 pounds is proposed to allow for fire access. A refuse collection center will be provided adjacent to the condominiums for centralized trash pickup. All single-family condominiums are anticipated to have single roll-out refuse containers. A 15'x30' loading zone will be provided within the commercial area to meet the Currituck County Unified Development Ordinance (UDO) requirements.

### Pedestrian Access

All walks are proposed to be open-slotted wood decking at a minimum of 6-feet wide. Internal pedestrian circulation will be provided to all commercial development areas. Golf cart and Bicycle parking will be provided at the proposed commercial hub to encourage alternative transportation methods.

## Parking

The proposed project includes 364 parking spaces. Calculations for the final parking count are based on the current ordinance using the following standards:

- 1.8 spaces per dwelling unit (condominium dwelling unit);
- 1.8 spaces per dwelling unit (townhomes);
- 0.5 space per bedroom (1-4 bedrooms; single family);
- 1 space per 150 sq. Ft. Restaurant;
- 1 space per 300 sq. Ft. Light retail;
- 1 space per 300 sq. Ft. Office space;

The parking summary for the entire development is provided within Table 1 below.

| Table 1: Parking Summary |                                  |                               |                 |                    |               |                                          |                             |
|--------------------------|----------------------------------|-------------------------------|-----------------|--------------------|---------------|------------------------------------------|-----------------------------|
|                          | <u>Name</u>                      | <u>Building<br/>Size (SF)</u> | <u>Bedrooms</u> | <u># Buildings</u> | <u>#Units</u> | <u>Parking<br/>Required<br/>Estimate</u> | <u>Parking<br/>Provided</u> |
| 1                        | Single Family<br>(The Currituck) |                               | 2               | 19                 | 38            | 19.0                                     | 44.5                        |
| 2                        | Single Family<br>(Custom 1)      |                               | 3               | 6                  | 18            | 9.0                                      |                             |
| 3                        | Townhome                         |                               |                 | 33                 | 33            | 59.4                                     | 59.5                        |
| 4                        | Condominiums                     |                               |                 | 17                 | 102           | 183.6                                    | 186.5                       |
| 5                        | Light Retail                     | 2,000                         |                 |                    |               | 6.6                                      | 69.5                        |
| 6                        | Restaurant                       | 4,500                         |                 |                    |               | 30.0                                     |                             |
| 7                        | Office/Clubhouse                 | 600                           |                 |                    |               | 2.0                                      |                             |
| 8                        | Overflow/Boat<br>Trailer parking |                               |                 |                    |               | 24                                       | 24                          |
| <b>Totals</b>            |                                  |                               |                 |                    |               | <b>333.6</b>                             | <b>384</b>                  |

Based on the parking summary above, approximately 334 parking spaces are recommended. The proposed masterplan has provided 384 spaces.

The proposed development proposes following dimensional standards:

- Proposed condominium development.
- Minimum interior lot area = 1,200 sq. Ft. (Reduced with additional area proposed to be added to minimum open space set-aside per Table 1.8.6.A Note [1]; Zero lot line)
- Minimum lot width (overall lot) = 65'
- Minimum lot setback (overall lot) = 10.0'
- Maximum lot coverage (overall lot) = 10.0% (Does not include open slotted wood decking)
- Maximum building height = 35'
- Maximum individual building size = 5,000 sq. Ft.
- Minimum setback from agricultural = 50.0'
- Minimum setback from adjacent residential = 20.0'

## Utilities

### **Water**

The existing waterlines adjacent to the site within Kilmarlic are 6" in size. Water service to the site is proposed to be modeled based on the number of approved units to determine the best available connection with regards to available fire protection. Two options for water services are being considered including a connection to the existing 6" stub out within West Side Lane adjacent to the site or connection and extension of the existing 10" waterline within West Side Lane at the intersection of Kilmarlic Club Drive. If the 6" stub out connection is used, the existing waterline throughout Kilmarlic would be upgraded as necessary with the project to maintain required pressures for fire service. If modelling determines that an extension of the existing 10" waterline alignment is the best available for the development, a 10" extension will parallel the existing 6"-8" line within the West Side Lane right-of-way until it enters the development adjacent to Hillock.

Water service and fire hydrants will be provided throughout the development. All commercial buildings, townhomes, and condominiums (including detached condominiums) will be protected by sprinkler systems as required by National Fire Prevention Association and applicable building codes.

### **Sanitary Sewer**

Sanitary sewer service throughout the development is anticipated to be collected via a gravity sewer network. This system will collect to onsite lift stations that will pump sewage to a proposed wastewater treatment plant at the rear of the site adjacent to boat trailer parking. Disposal of the treated effluent is proposed to take place through drip irrigation off-site through agreements with adjacent property owners. A letter of support from the adjacent property owner is available in **Appendix C** for off-site disposal of effluent.

### Stormwater Management Plan

Low impact development methods including permeable pavements, constructed wetlands, a wet pond, and vegetated swales will be implemented to complement the existing estuarine environment. Amenities will include pedestrian friendly walks surrounding the marina and connecting residential development to the proposed park area. Walks are proposed as open slotted wood decking to allow stormwater to infiltrate into the ground naturally.

Stormwater to serve the proposed site improvements is anticipated to include multiple manmade wetland pockets, wet detention basins, and permeable pavement throughout the development. The existing soils at the site do not adequately allow for infiltration or bioretention options. Anticipated locations of pocket wetlands and wet ponds are shown on the provided masterplan. Stormwater Control Measures will be permitted as appropriate to address State and Local storage and treatment requirements.

Permeable pavers and permeable asphalt will be used onsite within parking areas to provide additional stormwater storage and infiltration. Pavers will be installed with underdrains that convey stormwater to the centralized storm sewer network. Permeable pavers are provided to meet stormwater storage requirements. Permeable pavers are not anticipated to be permitted through NC DEQ.

These stormwater management control measures will provide an adequate system to meet and exceed State and local requirements for stormwater storage and treatment.

## Soils

The USDA NRCS Soil Survey lists the soils in the vicinity of the proposed development as described below. A copy of the NRCS web soil survey is available within **Appendix B** for reference.

- Bp – Borrow Pit  
This soil typically has 0 to 3 percent slopes. Typically has a very low runoff rate.
- Do—Dorovan mucky peat  
This soil typically has 0 to 1 percent slope. Dorovan mucky peat typically has a very high runoff class and is very poorly drained. This soil is categorized in Hydrologic Soil Group: A/D.
- CnA—Conetoe loamy sand  
This soil typically has 0 to 3 percent slope. Conetoe loamy sand typically has a very low runoff class and is well drained. This soil is categorized in Hydrologic Soil Group: A.

## Marina

The proposed marina development has been designed to promote flushing to the maximum extent practicable, while limiting the square footage of wetlands and shallow water impacts by selecting the most direct channel route to reach the desired connecting water depth in the Albemarle of -8.0 feet (relative to normal water level). The marina development process over the last year has been refined to avoid and minimize environmental impacts. Specifically, the developer has reduced the overall proposed wetlands impacts (from the previously approved Masterplan). In addition, a robust mitigation plan is proposed that will restore native wetlands onsite, manage invasive species and preserve a large tract (greater than 80 acres) of non-coastal wetlands.

Please note, the existing onsite pond was created out of agricultural lands. Fringe wetlands that exist around the pond have naturalized, but these wetlands appear to be the result of the Mine Reclamation activities/attempts after the mine was decommissioned. As proposed, the total wetlands fill impact for upland development is 0.48 acres which includes filling for road crossings. Dredge impacts to non-coastal wetlands (Phragmites, which is a federally listed invasive species) are 1.6 acres.

The proposed marina will provide approximately 208 boat slips (at build out based on available parking) for use by the general public, visitors and ICW traffic. Proposed slips will range in size to accommodate a variety of boats, sailboats and ICW traffic. The marina will be “full service”, defined as providing wet slips, sewage pump out, fuel and a ships store.

## Buffers and Site Vegetation

### Zoning

The surrounding zoning is a mixture of single-family mainland (SFM) and agriculture (AG). A setback of 20' is proposed from the adjacent single-family zoning on the eastern side of the site. However, this 20' setback is predominately against the Hillock right-of-way, which is 45-feet wide. Lot 175 within Kilmarlic Club Phase II is the only lot that directly abuts the proposed planned development. At this location, all buildings have been placed approximately 45-feet from the residential property line. A minimum of a 10-foot wide vegetated buffer will be provided along the adjacent properties zoned residential. All commercial development has been

centralized within the community and will not be adjacent to the existing residential developments.

Adjacent to all agricultural zoning and along the north and west, a buffer of greater than 50-feet is available. These areas are predominately wetlands and will remain undisturbed with the proposed development. The southern boundary of the site is the Albemarle Sound and a buffer of greater than 500-feet for all development is provided by the existing wetlands.

The proposed development appears to be consistent with the surrounding uses of agriculture and residential zoning. Building types and placement at the site are proposed to provide a transition from adjacent offsite residential zoning to the mixed use and commercial elements of the proposed development plan. Transitions of residential buildings have been provided adjacent to the existing off site residential prior to proposed commercial or multi-family building placement.

### **Environmental Buffers**

Within the current Currituck County UDO Section 1.8.6 (B)(3), the previously approved development shall comply with the standards in Chapters 5, 6, and 7 of the post-2013 UDO provided the compliance with the standards does not have the effect of decreasing the type, density, or intensity of the land designation contained in the approved master plan establishing the planned unit development.

The proposed development has held a 30' buffer from the shoreline as required by State and Federal requirements. Within Chapter 7, the County requires a 30' environmental setback from all wetlands (coastal and non-coastal) above and beyond State and Federal regulations. This 30' setback has been shown on the proposed masterplan for reference and is required to establish a riparian buffer around the county's surface waters, estuarine systems, and wetlands to ensure surface water runoff does not degrade or contaminate water quality in these resources. More specifically, these standards are intended to protect the following items:

- A. Establish a riparian buffer zone around key water resource;  
Necessary wetlands impact and proposed structures and infrastructure have been minimized and avoided to the maximum extent practicable and all proposed development is adjacent to the man-made lake (former sand mine) and subsequent wetlands that were created as a result of final grading at mine closing. This statement is evidenced by historical aerial photography which shows the property as agricultural lands prior to the excavation of the mine and creation of the lake.
- B. Protect private on-site drinking water supplies;  
The development as proposed will not damage on-site or off-site drinking water supplies. The project as proposed will not adversely impact (either through contamination or lowering) the shallow groundwater table or any known aquifer used for drinking water supplies.
- C. Trap sediment and other pollutants in surface runoff;  
The proposed development includes stormwater planning that eliminates any discharge to surface waters, wetlands etc. Engineered and properly permitted Stormwater Control Measures will capture pollutants and sediment. Runoff from all homes within the 30' setback will be routed to appropriate basins prior to discharge.
- D. Promote shoreline stabilization;

The proposed development includes naturalized bank enhancement and stabilization. The project as proposed will not adversely impact any natural shorelines, but rather through the use of natural shoreline stabilization (not hardened) the shoreline will better protect water quality within the basin.

- E. Protect wildlife habitat and critical aquatic nurseries;  
A thorough review of wildlife habitat and critical aquatic nurseries has been conducted as part of the environmental review of this project. Based on a review of State and Federal databases and discussions with USFWS staff, there are no listed or mapped critical wildlife habitats or critical aquatic nurseries located within the proposed project area. All proposed development activities will be reviewed by State and Federal Permitting and Resource agencies as appropriate. All required permits will be obtained prior to any development activities.
- F. Minimize the impacts of floods by helping maintain flood water storage volume.  
The proposed development will manage and maintain flood water storage volumes and an engineered Site Plan; which includes both State and County stormwater management plans, will be submitted as part of the overall design of the project.

As proposed, Cape Currituck will meet the intent of UDO Section 7.6.1 through maintaining the 30' County setback adjacent to a majority of the existing natural wetlands and waterbodies throughout. Permitting and implementation of an engineered stormwater plan will assist in meeting the intent of this UDO Section in areas of roadway crossings. In addition to County setback requirements, all wetlands identified carry certain protections as outlined in Section 401 and Section 404 of the Clean Water Act. It is important to note that the proposed development is currently allowed (in a similar form) under a previous board action in 2008. The previously approved development proposed a greater density and proposed greater impacts to wetlands than the current proposal.

## **Proposed Sequence of Permitting/Construction**

### Phase 1:

1. Obtain appropriate permits for Phase 1 construction including State SESC, State Stormwater, Phase 1 Public Water Supply watermain extension, Wastewater collection, WWTP permitting, and County approvals.
2. Install Phase 1 erosion and sediment control including silt fencing and constructed wetlands.
3. Install WWTP, associated utilities, and stormwater facilities.
4. Install Phase 1 units (43 total) and associated roadway/walkway/utilities.

### Phase 2:

5. Obtain CAMA/USACE, DWR permitting for Marina.
6. Obtain appropriate permits for Phase 2 construction including State SESC, State Stormwater, Phase 2 Public Water Supply watermain extension, and County approvals.
7. Install Phase 2 erosion and sediment control including silt fencing and constructed wetlands.
8. Fill wetlands.
9. Demolish or relocate existing house.
10. Dredge the marina and reshape the existing manmade pond per approved Federal, State, and local permits. Construct proposed wet pond for use as SESC during construction.

11. Install Phase 2 units (27 additional units) and associated roadway/walkway/utilities.
12. Install commercial elements and associated roadway/utilities.
13. Construct marina decking and slips for Phase 2 residential units and commercial elements only.

Phase 3:

14. Obtain appropriate permits for Phase 3 construction including State SESC, State Stormwater, Phase 3 Public Water Supply watermain extension, and County approvals.
15. Install Phase 3 erosion and sediment control including silt fencing and constructed wetlands.
16. Install Phase 3 units (90 additional units) and associated roadway/walkway/utilities.
17. Install marina decking and slips for Phase 3 residential units.

### **Proposed Zoning Conditions/Dimensional Standards**

Use Conditions:

1. The maximum gross residential density shall not exceed 2.0 dwelling units per acre.
2. No more than 50 residential units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency.
3. No more than 100 residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public.
4. No more than 150 residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed.

Transportation Conditions:

1. Multimodal pathways a minimum of six feet in width shall be provided throughout the development. This shall include interconnected sidewalks, bikeways, and natural trails.
2. Internal pedestrian circulation shall be required for all commercial areas through the use of clearly defined walkways.

Landscaping/Screening Conditions:

1. All inland, non-tidal and coastal wetlands not proposed to be filled shall remain undisturbed in accordance with the Currituck Marina Conceptual Plan. Delineated CAMA, 404 and 401 wetlands shall be preserved in perpetuity, either through a deed restriction, conservation easement or preservation trust preventing individual ownership or development.
2. There shall be no development, land disturbing (other than excavation of access channel, restoration or enhancement of natural ecosystems and management of invasive species), or logging activities in areas designated by the 2006 Land Use Plan as Conservation in accordance with the Currituck Marina Conceptual Plan. This shall not preclude elevated walkways, utilities, or other necessary public improvements.
3. A combination of Low Impact Development (LID) techniques such as cisterns, pervious materials, stormwater rain gardens, and soft stabilization of the marina basin shall be utilized as approved by the County Engineer.
4. Existing mature trees within 300 feet of the mean high-water mark or 100 feet of any adjacent property line shall be identified as a tree conservation area and be preserved to the extent practicable.
5. When developing within 300 feet of the shoreline, precedence should be given to "soft" stabilization approaches including, but not limited to, preservation of existing vegetation,

creation of natural, living shorelines for areas needing stabilization, and establishment of vegetative buffers.

6. In commercial areas every parking space shall be entirely located within 120 feet of a landscape island containing a minimum of 2 canopy trees, a minimum of 2-inch caliper at time of planting. Landscape islands shall be a minimum of 10 feet in width and 400 square feet in size.
7. In commercial areas pedestrian plazas or similar shaded outdoor seating areas shall be provided at a rate of 100 square feet for every 2,000 square feet of gross floor area.

Site Design/Architectural Conditions:

1. The proposed development will be in accordance with the Currituck Marina Conceptual Plan (dated September 2018).
2. Maximum size of an individual commercial building shall not exceed 10,000 square feet of gross floor area.
3. Residential structures shall include vertical and horizontal relief in buildings, including but not limited to façade articulation and other architectural elements that add visual interest; variation in exterior architectural materials or styles; and, inclusion of front porches, projecting bays, or vestibules.
4. Commercial structures, including mixed use structures, shall be subject to the following requirements:
  - a. Building facades shall incorporate the traditional architectural style or vernacular of the general areas.
  - b. Large expanses of blank walls shall be avoided. Facades shall incorporate architectural elements that add visual interest, including but not limited to variation in exterior materials; functioning windows and doorways; and, projecting elements such as eaves, cornices, canopies, bays, shadow lines, overhangs, porticos, and colonnades.
  - c. Corrugated metal building materials shall not be permitted. Architectural grade finished metal may be used as an accent material of on elevations not visible from a right-of-way or area designated for residential uses.

Water Access Conditions:

1. Public access to the waterfront and Albemarle Sound shall be required and include at a minimum a marina, public boat launching and parking, and multimodal pathways.
2. The marina shall include docking for a minimum of ten vessels.
3. The marina shall participate and become a Certified Clean Marina in the North Carolina Clean Marina program.
4. No permanent structures shall be built within 30 feet of the normal water level, or on or over a pier.
5. Waterfront property within 30 feet of the normal water level shall remain in common open space.

**Appendix A – Previously approved Planned  
Unit Development Permit (Approved 2008)**

Post Office Box 70  
Currituck, North Carolina 27929



252-232-3055  
Fax 252-232-3026

## **COUNTY OF CURRITUCK**

Department of Planning

November 18, 2008

Mr. Denny Horgan  
291 West Side Lane  
Powells Point, NC 27966

Tim Morrison/Edward Myers  
2600 South Virginia Dare Trail  
Nags Head, NC 27959

**RE: PB 08-48 Currituck Marina – Conditional District Zoning Map Amendment**

Dear Applicant,

At its November 17, 2008 meeting, the Currituck County Board of Commissioners approved the request to establish a Conditional District – Planned Unit Development Overlay Zone (CD-PUD) on 119.96 acres located at 291 West Side Lane, adjacent to Kilmarlic, Tax Map 112, Parcel 3C, Poplar Branch Township with the following zoning conditions:

### **Uses**

1. Limited to mixed residential uses, neighborhood serving retail uses, restaurants, traditional uses associated with a marina, and other items contained in the Currituck Marina Conceptual Plan.
2. Maximum gross residential density shall not exceed 2.0 dwelling units per acre.
3. No more than 50 residential dwelling units shall receive a certificate of occupancy prior to the public marina being fully permitted and approved by any local, state, and federal regulatory or permitting agency.
4. No more than 100 residential dwelling units shall receive a certificate of occupancy prior to the marina being fully operational and open to the public.
5. No more than 150 residential dwelling units shall receive a certificate of occupancy prior to the commercial components of the request being approved and fully constructed.

### **Transportation**

1. Multimodal pathways a minimum of six feet in width shall be provided throughout the development. This shall include interconnected sidewalks, bikeways and natural trails.
2. Internal pedestrian circulation shall be required for all commercial areas through the use of clearly defined walkways.

### **Landscaping/Screening**

1. All inland, non-tidal and coastal wetlands shall remain undisturbed in accordance with the Currituck Marina Conceptual Plan. Delineated CAMA, 404 and 401 wetlands shall be placed in a conservation easement or preservation trust preventing individual ownership or development.

Attachment: 4 P17062 -Site Narrative Combined-2018-09-25 (PB 08-48 Cape Currituck (Horgan/Mason):)

2. There shall be no development, land disturbing, or logging activities in areas designated by the 2006 Land Use Plan as Conservation in accordance with the Currituck Marina Conceptual Plan. This shall not preclude elevated walkways, utilities, or other necessary public improvements.
3. A combination of Low Impact Development (LID) techniques such as cisterns, pervious materials, stormwater rain gardens, and soft stabilization of the marina basin shall be utilized as approved by the County Engineer.
4. Existing mature trees within 300 feet of the mean high water mark or 100 feet of any adjacent property line shall be identified as a tree conservation area and be preserved to the extent practicable.
5. When developing within 300 feet of the shoreline, precedence should be given to "soft" stabilization approaches including but not limited to preservation of existing vegetation, creation of natural, living shorelines for areas needing stabilization, and establishment of vegetative buffers.
6. In commercial areas every parking space shall be entirely located within 120 feet of a landscape island containing a minimum of 2 canopy trees, a minimum of 2 inches in caliper at time of planting. Landscape islands shall be a minimum of 10 feet in width and 400 square feet in size.
7. In commercial areas pedestrian plazas or similar shaded outdoor seating areas shall be provided at a rate of 100 square feet for every 2,000 square feet of gross floor area.

#### **Site Design/Architectural**

1. The proposed development will be in accordance with the Currituck Marina Conceptual Plan.
2. Maximum size of an individual commercial building shall not exceed 10,000 square feet of gross floor area.
3. Residential structures shall include vertical and horizontal relief in buildings, including but not limited to façade articulation and other architectural elements that add visual interest; variation in exterior architectural materials or styles; and, inclusion of front porches, projecting bays, or vestibules.
4. Commercial structures, including mixed use structures, shall be subject to the following requirements:
  - a. Building facades shall incorporate the traditional architectural style or vernacular of the general area.
  - b. Large expanses of blank walls shall be avoided. Facades shall incorporate architectural elements that add visual interest, including but not limited to variation in exterior materials; functioning windows and doorways; and, projecting elements such as eaves, cornices, canopies, bays, shadow lines, overhangs, porticos and colonnades.
  - c. Corrugated metal building materials shall not be permitted. Architectural grade finished metal may be used as an accent material or on elevations not visible from a right-of-way or area designated for residential uses.

#### **Water Access**

1. Public access to the waterfront and Albemarle Sound shall required and include at a minimum a marina, public boat launching and parking, and multimodal pathways.
2. The marina shall include docking for a minimum of ten vessels.
3. The marina shall participate and become a Certified Clean Marina in the North Carolina Clean Marina program.
4. No permanent structures shall be built within 100 feet of the mean high water mark, or on or over a pier.
5. Waterfront property within 100 feet of the mean high water mark shall remain in common open space.

If you have any questions regarding this action, please call me at 252-232-6029.

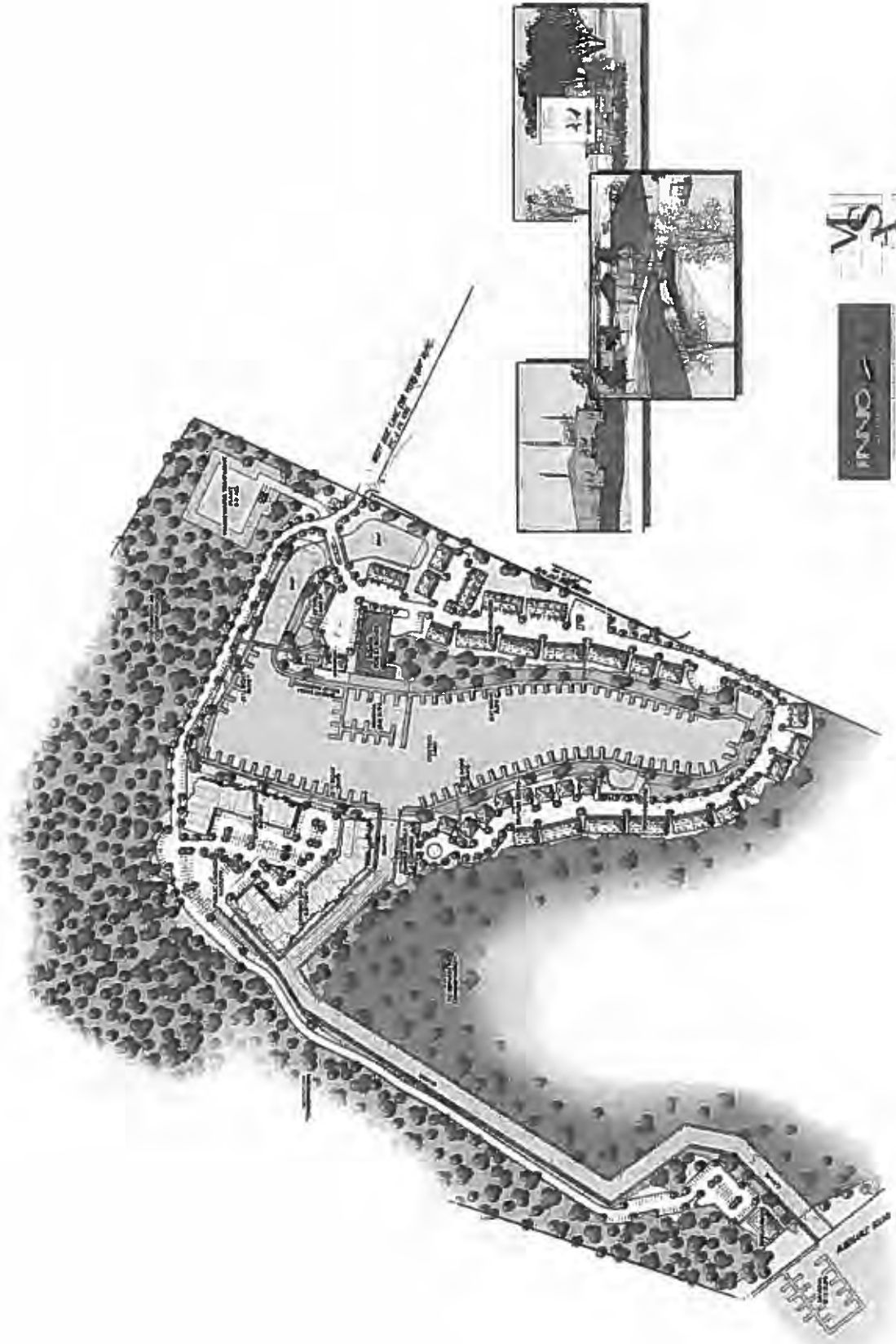
Sincerely,



Ben E. Woody, AICP  
Planning Director

BW/st

cc: NCDOT – Elizabeth City  
Tax Office  
Harry Lee



## Appendix B – On-site Soils Map and Data



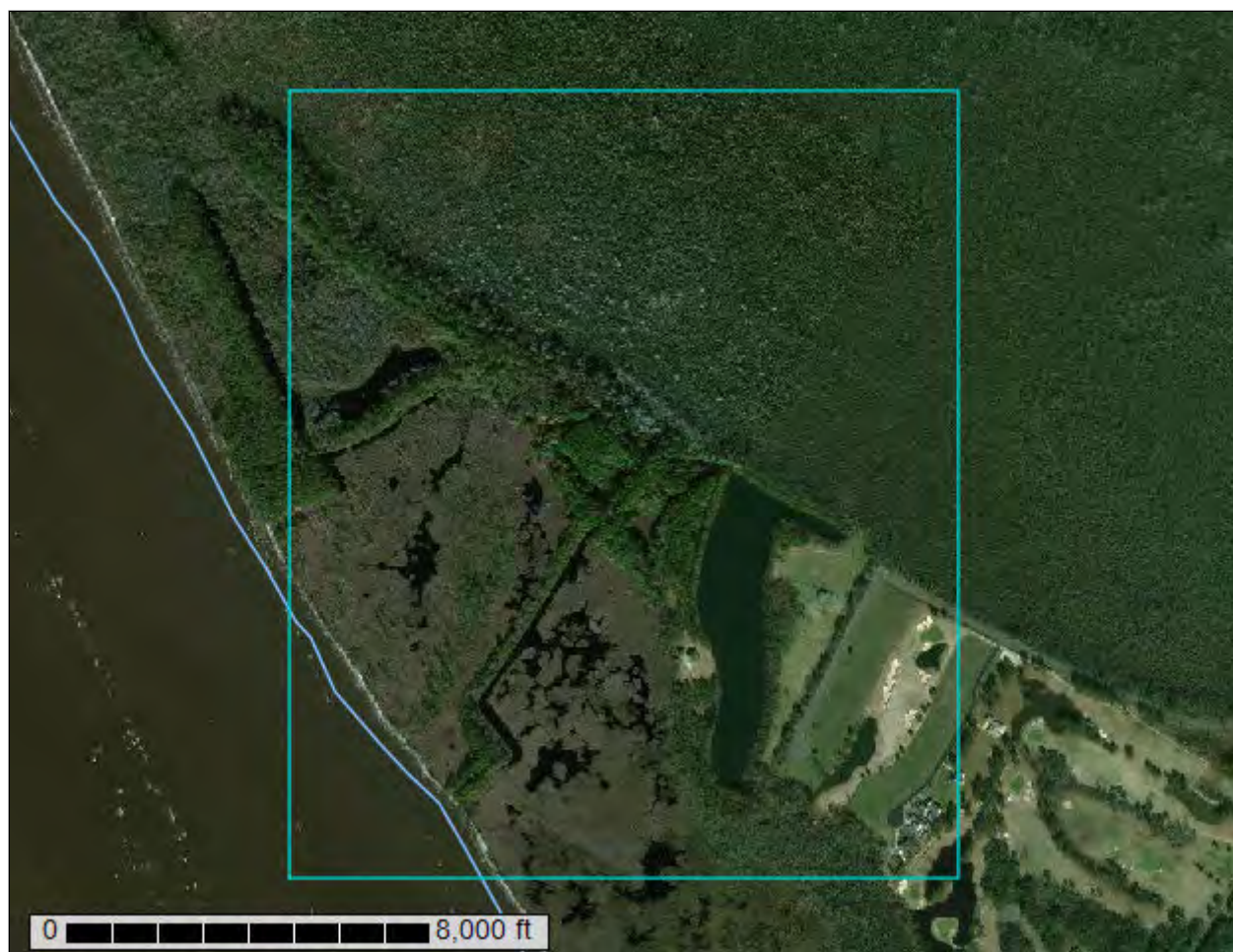
United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for Currituck County, North Carolina



Attachment: 4 P17062 -Site Narrative Combined-2018-09-25 (PB 08-48 Cape Currituck (Horgan/Mason):)

# Preface

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Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# Contents

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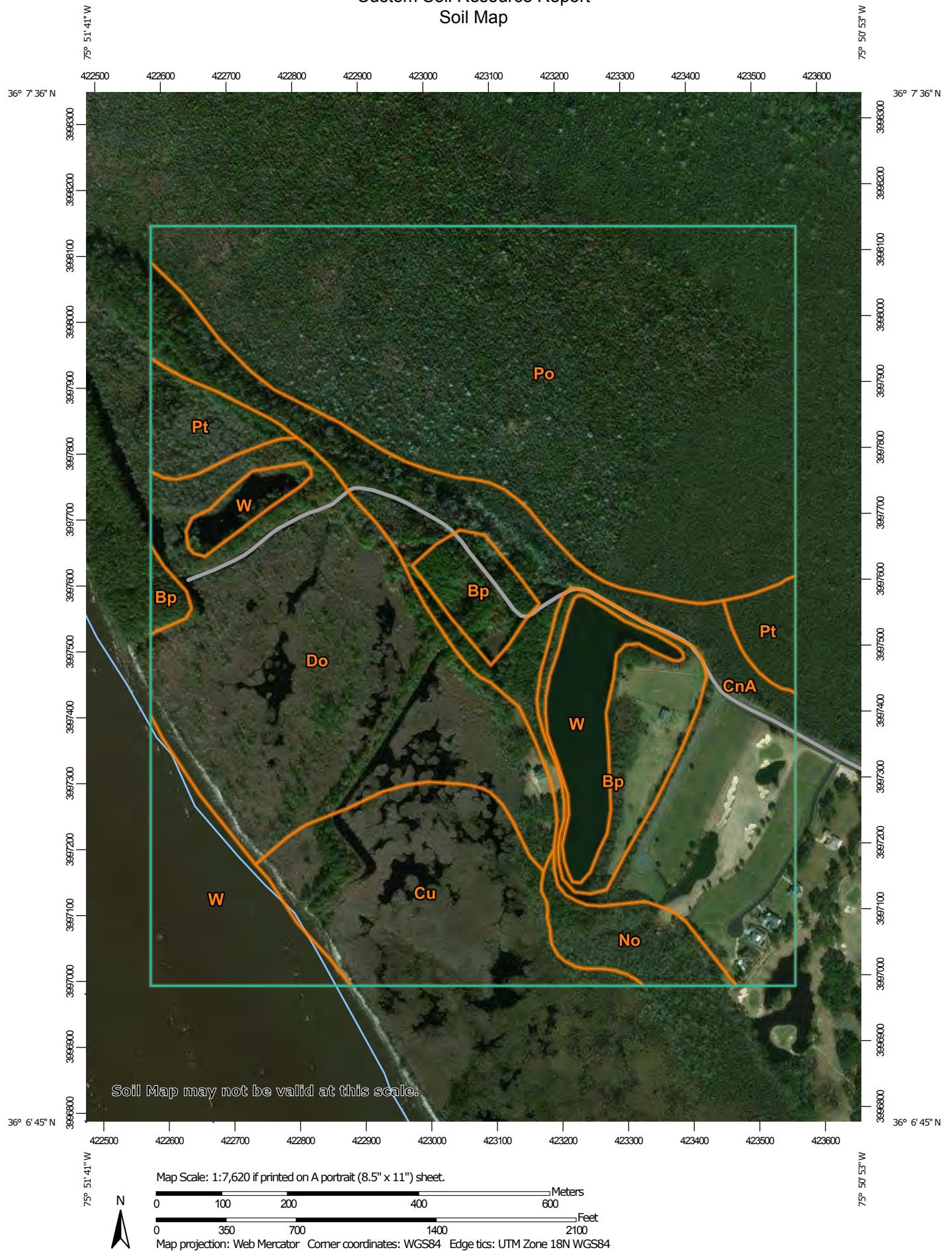
|                                                            |    |
|------------------------------------------------------------|----|
| <b>Preface</b> .....                                       | 2  |
| <b>Soil Map</b> .....                                      | 5  |
| Soil Map.....                                              | 6  |
| Legend.....                                                | 7  |
| Map Unit Legend.....                                       | 8  |
| Map Unit Descriptions.....                                 | 8  |
| Currituck County, North Carolina.....                      | 10 |
| Bp—Borrow pit.....                                         | 10 |
| CnA—Conetoe loamy sand, 0 to 3 percent slopes.....         | 10 |
| Cu—Currituck mucky peat.....                               | 11 |
| Do—Dorovan mucky peat.....                                 | 12 |
| No—Nimmo loamy sand.....                                   | 13 |
| Po—Ponzer muck, 0 to 2 percent slopes, rarely flooded..... | 15 |
| Pt—Portsmouth fine sandy loam.....                         | 16 |
| W—Water.....                                               | 18 |
| <b>References</b> .....                                    | 19 |

## Soil Map

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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



Attachment: 4 P17062 -Site Narrative Combined-2018-09-25 (PB 08-48 Cape Currituck (Horgan/Mason):)

Custom Soil Resource Report

### MAP LEGEND

**Area of Interest (AOI)**  
 Area of Interest (AOI)

**Soils**  
 Soil Map Unit Polygons  
 Soil Map Unit Lines  
 Soil Map Unit Points

**Special Point Features**  
 Blowout  
 Borrow Pit  
 Clay Spot  
 Closed Depression  
 Gravel Pit  
 Gravelly Spot  
 Landfill  
 Lava Flow  
 Marsh or swamp  
 Mine or Quarry  
 Miscellaneous Water  
 Perennial Water  
 Rock Outcrop  
 Saline Spot  
 Sandy Spot  
 Severely Eroded Spot  
 Sinkhole  
 Slide or Slip  
 Sodic Spot

 Spoil Area  
 Stony Spot  
 Very Stony Spot  
 Wet Spot  
 Other  
 Special Line Features

**Water Features**  
 Streams and Canals

**Transportation**  
 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

**Background**  
 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Currituck County, North Carolina  
Survey Area Data: Version 16, Sep 26, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Feb 23, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Attachment: 4 P17062 -Site Narrative Combined-2018-09-25 (PB 08-48 Cape Currituck (Horgan/Mason):)

7

Packet Pg. 49

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name                                      | Acres in AOI | Percent of AOI |
|------------------------------------|----------------------------------------------------|--------------|----------------|
| Bp                                 | Borrow pit                                         | 16.4         | 5.8%           |
| CnA                                | Conetoe loamy sand, 0 to 3 percent slopes          | 45.6         | 16.2%          |
| Cu                                 | Currituck mucky peat                               | 27.0         | 9.6%           |
| Do                                 | Dorovan mucky peat                                 | 56.2         | 20.0%          |
| No                                 | Nimmo loamy sand                                   | 6.7          | 2.4%           |
| Po                                 | Ponzer muck, 0 to 2 percent slopes, rarely flooded | 94.5         | 33.6%          |
| Pt                                 | Portsmouth fine sandy loam                         | 8.4          | 3.0%           |
| W                                  | Water                                              | 26.1         | 9.3%           |
| <b>Totals for Area of Interest</b> |                                                    | <b>280.9</b> | <b>100.0%</b>  |

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

## Custom Soil Resource Report

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Currituck County, North Carolina

### Bp—Borrow pit

#### Map Unit Setting

*National map unit symbol:* 21ydy  
*Elevation:* 0 to 20 feet  
*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Pits, sand:* 100 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Pits, Sand

##### Setting

*Parent material:* Sandy fluviomarine deposits

##### Typical profile

*C1 - 0 to 10 inches:* sand  
*C2 - 10 to 80 inches:* sand

##### Properties and qualities

*Slope:* 0 to 3 percent  
*Runoff class:* Very low  
*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 39.96 in/hr)  
*Depth to water table:* About 0 to 6 inches  
*Available water storage in profile:* Very low (about 2.4 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8s  
*Hydric soil rating:* No

### CnA—Conetoe loamy sand, 0 to 3 percent slopes

#### Map Unit Setting

*National map unit symbol:* 3rnf  
*Elevation:* 0 to 20 feet  
*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Conetoe and similar soils:* 85 percent  
*Minor components:* 5 percent

## Custom Soil Resource Report

*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Conetoe****Setting**

*Landform:* Ridges on stream terraces, ridges on marine terraces

*Landform position (two-dimensional):* Shoulder, summit

*Landform position (three-dimensional):* Crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Sandy and loamy fluviomarine deposits and/or marine deposits

**Typical profile**

*Ap - 0 to 8 inches:* loamy sand

*E - 8 to 22 inches:* loamy sand

*Bt - 22 to 40 inches:* sandy loam

*BC - 40 to 46 inches:* loamy sand

*C - 46 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 5 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained

*Runoff class:* Very low

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 5.95 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water storage in profile:* Low (about 5.1 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2s

*Hydrologic Soil Group:* A

*Hydric soil rating:* No

**Minor Components****Leon**

*Percent of map unit:* 5 percent

*Landform:* Flats on marine terraces

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

**Cu—Currituck mucky peat****Map Unit Setting**

*National map unit symbol:* 3rnj

*Elevation:* 0 feet

## Custom Soil Resource Report

*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Currituck, tidal, and similar soils:* 90 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Currituck, Tidal****Setting**

*Landform:* Tidal marshes  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Herbaceous organic material over sandy fluviomarine deposits

**Typical profile**

*Oe - 0 to 14 inches:* mucky peat  
*Oa - 14 to 28 inches:* muck  
*Cg - 28 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Very poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 5.95 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* Very frequent  
*Frequency of ponding:* None  
*Salinity, maximum in profile:* Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)  
*Sodium adsorption ratio, maximum in profile:* 10.0  
*Available water storage in profile:* High (about 10.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8w  
*Hydrologic Soil Group:* A/D  
*Hydric soil rating:* Yes

**Do—Dorovan mucky peat****Map Unit Setting**

*National map unit symbol:* 3rnl  
*Elevation:* 0 feet  
*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Not prime farmland

## Custom Soil Resource Report

**Map Unit Composition**

*Dorovan, undrained, and similar soils: 85 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Dorovan, Undrained****Setting**

*Landform: Flood plains*

*Down-slope shape: Linear*

*Across-slope shape: Linear*

*Parent material: Woody organic material*

**Typical profile**

*Oe1 - 0 to 3 inches: mucky peat*

*Oe2 - 3 to 63 inches: mucky peat*

*C - 63 to 80 inches: loamy sand*

**Properties and qualities**

*Slope: 0 to 1 percent*

*Depth to restrictive feature: More than 80 inches*

*Natural drainage class: Very poorly drained*

*Runoff class: Negligible*

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)*

*Depth to water table: About 0 inches*

*Frequency of flooding: Frequent*

*Frequency of ponding: Frequent*

*Available water storage in profile: Very high (about 13.8 inches)*

**Interpretive groups**

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 7w*

*Hydrologic Soil Group: B/D*

*Hydric soil rating: Yes*

**No—Nimmo loamy sand****Map Unit Setting**

*National map unit symbol: 3rnv*

*Elevation: 0 to 20 feet*

*Mean annual precipitation: 42 to 58 inches*

*Mean annual air temperature: 61 to 64 degrees F*

*Frost-free period: 190 to 270 days*

*Farmland classification: Farmland of statewide importance*

**Map Unit Composition**

*Nimmo, drained, and similar soils: 80 percent*

*Nimmo, undrained, and similar soils: 10 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Custom Soil Resource Report

**Description of Nimmo, Drained****Setting**

*Landform:* Depressions on marine terraces, flats on marine terraces  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Parent material:* Sandy and loamy fluviomarine deposits and/or marine deposits

**Typical profile**

*Ap - 0 to 6 inches:* loamy fine sand  
*Btg - 6 to 25 inches:* fine sandy loam  
*Cg - 25 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 5.95 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 5.1 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3w  
*Hydrologic Soil Group:* A/D  
*Hydric soil rating:* Yes

**Description of Nimmo, Undrained****Setting**

*Landform:* Flats on marine terraces, depressions on marine terraces  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Parent material:* Sandy and loamy fluviomarine deposits and/or marine deposits

**Typical profile**

*Ap - 0 to 6 inches:* loamy fine sand  
*Btg - 6 to 25 inches:* fine sandy loam  
*Cg - 25 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 5.95 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 5.1 inches)

## Custom Soil Resource Report

**Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 4w

*Hydrologic Soil Group:* A/D

*Hydric soil rating:* Yes

**Po—Ponzer muck, 0 to 2 percent slopes, rarely flooded****Map Unit Setting**

*National map unit symbol:* 2v9nw

*Elevation:* 0 to 30 feet

*Mean annual precipitation:* 45 to 60 inches

*Mean annual air temperature:* 60 to 61 degrees F

*Frost-free period:* 190 to 270 days

*Farmland classification:* Farmland of statewide importance

**Map Unit Composition**

*Ponzer, undrained, and similar soils:* 90 percent

*Minor components:* 10 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Ponzer, Undrained****Setting**

*Landform:* Depressions, flats

*Landform position (three-dimensional):* Dip, talf

*Down-slope shape:* Concave, linear

*Across-slope shape:* Concave, linear

*Parent material:* Herbaceous organic material and/or woody organic material over loamy marine deposits

**Typical profile**

*Oa - 0 to 32 inches:* muck

*Cg - 32 to 63 inches:* loam

**Properties and qualities**

*Slope:* 0 to 2 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Very poorly drained

*Runoff class:* Very high

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.06 in/hr)

*Depth to water table:* About 0 to 6 inches

*Frequency of flooding:* Rare

*Frequency of ponding:* None

*Available water storage in profile:* Very high (about 19.5 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 6w

## Custom Soil Resource Report

*Hydrologic Soil Group:* D

*Hydric soil rating:* Yes

### Minor Components

#### Belhaven, undrained

*Percent of map unit:* 6 percent

*Landform:* Flats, pocosins, flood plains, depressions

*Landform position (three-dimensional):* Tread, talf, dip

*Down-slope shape:* Linear, concave

*Across-slope shape:* Linear, concave

*Hydric soil rating:* Yes

#### Roper, undrained

*Percent of map unit:* 4 percent

*Landform:* Depressions on marine terraces, flats on marine terraces

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Linear, concave

*Across-slope shape:* Linear, concave

*Hydric soil rating:* Yes

## Pt—Portsmouth fine sandy loam

### Map Unit Setting

*National map unit symbol:* 3rp0

*Elevation:* 0 to 30 feet

*Mean annual precipitation:* 42 to 58 inches

*Mean annual air temperature:* 61 to 64 degrees F

*Frost-free period:* 190 to 270 days

*Farmland classification:* Prime farmland if drained

### Map Unit Composition

*Portsmouth, drained, and similar soils:* 75 percent

*Portsmouth, undrained, and similar soils:* 10 percent

*Minor components:* 7 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Portsmouth, Drained

#### Setting

*Landform:* Flats on marine terraces, depressions on marine terraces

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Loamy fluviomarine deposits over sandy fluviomarine deposits

#### Typical profile

*Ap - 0 to 12 inches:* fine sandy loam

*Eg - 12 to 19 inches:* fine sandy loam

*Btg - 19 to 35 inches:* sandy clay loam

*BCg - 35 to 38 inches:* sandy loam

*2Cg - 38 to 80 inches:* loamy sand

## Custom Soil Resource Report

**Properties and qualities**

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* 20 to 40 inches to strongly contrasting textural stratification  
*Natural drainage class:* Very poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 5.8 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3w  
*Hydrologic Soil Group:* B/D  
*Hydric soil rating:* Yes

**Description of Portsmouth, Undrained****Setting**

*Landform:* Depressions on marine terraces, flats on marine terraces  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loamy fluviomarine deposits over sandy fluviomarine deposits

**Typical profile**

*A - 0 to 12 inches:* fine sandy loam  
*Eg - 12 to 19 inches:* fine sandy loam  
*Btg - 19 to 35 inches:* sandy clay loam  
*BCg - 35 to 38 inches:* sandy loam  
*2Cg - 38 to 80 inches:* loamy sand

**Properties and qualities**

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* 20 to 40 inches to strongly contrasting textural stratification  
*Natural drainage class:* Very poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* About 0 to 12 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 5.8 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6w  
*Hydrologic Soil Group:* B/D  
*Hydric soil rating:* Yes

**Minor Components****Cape lookout, undrained**

*Percent of map unit:* 4 percent

## Custom Soil Resource Report

*Landform:* Flats, pocosins, depressions  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

**Portsmouth, undrained**

*Percent of map unit:* 3 percent  
*Landform:* Depressions on marine terraces, flats on marine terraces  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* Yes

**W—Water****Map Unit Composition**

*Water:* 100 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Water****Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8w  
*Hydric soil rating:* No

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**Appendix C – Supporting Letter for Off-site  
Disposal of Wastewater Effluent**



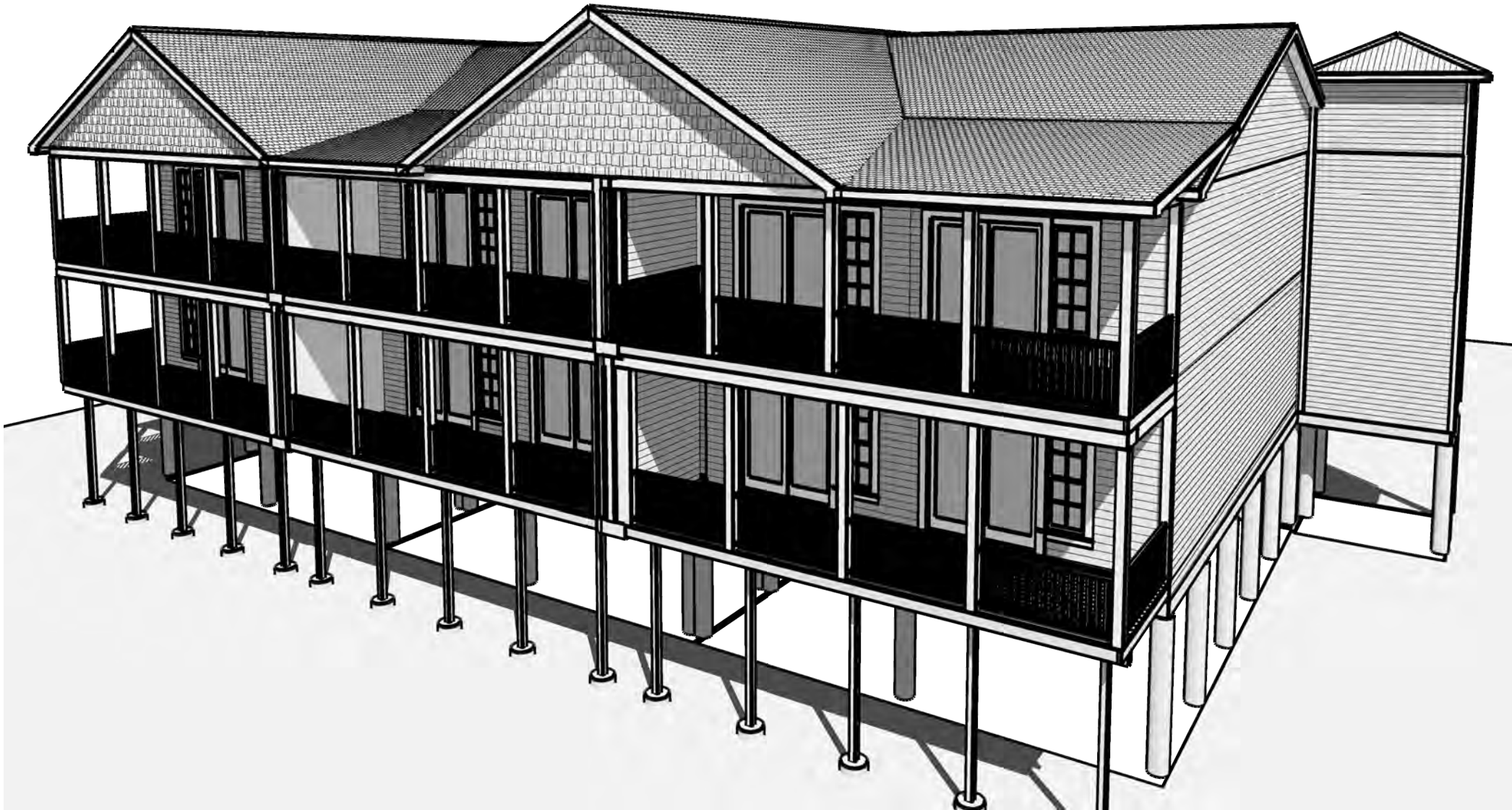
WATER SIDE ELEVATION

ADD FOUNDATION EXPOSURE TO OVERALL DIMENSIONS FOR AN ACCURATE ASSESSMENT OF THE OVERALL HEIGHT AND MEAN ROOF HEIGHT

NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE THE DECISION OF THE BUILDER OR OWNER PER LOCAL CODES & REQUIREMENTS.



|            |            |
|------------|------------|
| OVERALL HT | OVERALL HT |
| 30'-7 1/2" | 9'-9 1/2"  |
| MRH        | MRH        |
| 25'-3 1/4" | 4'-10 3/4" |
| HEIGHT     | HEIGHT     |
| 20'-4 3/4" | 9'-0 1/2"  |
| FLR/CLG    | FLR/CLG    |
| 11'-4 1/4" | 0'-17 3/4" |
| HEIGHT     | HEIGHT     |
| 9'-10 1/2" | 9'-0 1/2"  |
| FLOOR      | TOP OF FND |
| 0'-10"     |            |



6 UNIT CONDO LAYOUT  
2 BRM/2 BATH  
1120 SQ. FT. PER LIV. UNIT

|                                                                                     |
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|  |
| CARDINAL HOMES®                                                                     |
| HO. NUMBER                                                                          |
| -                                                                                   |
| FP. NUMBER                                                                          |
| -                                                                                   |
| PRINT NO.                                                                           |
| 218139                                                                              |
| DATE                                                                                |
| 9/26/18                                                                             |
| DRAWN BY:                                                                           |
| GKW                                                                                 |
| SCALE:                                                                              |
| 3/16"=1'-0"                                                                         |
| REVISIONS                                                                           |
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ELEVATION

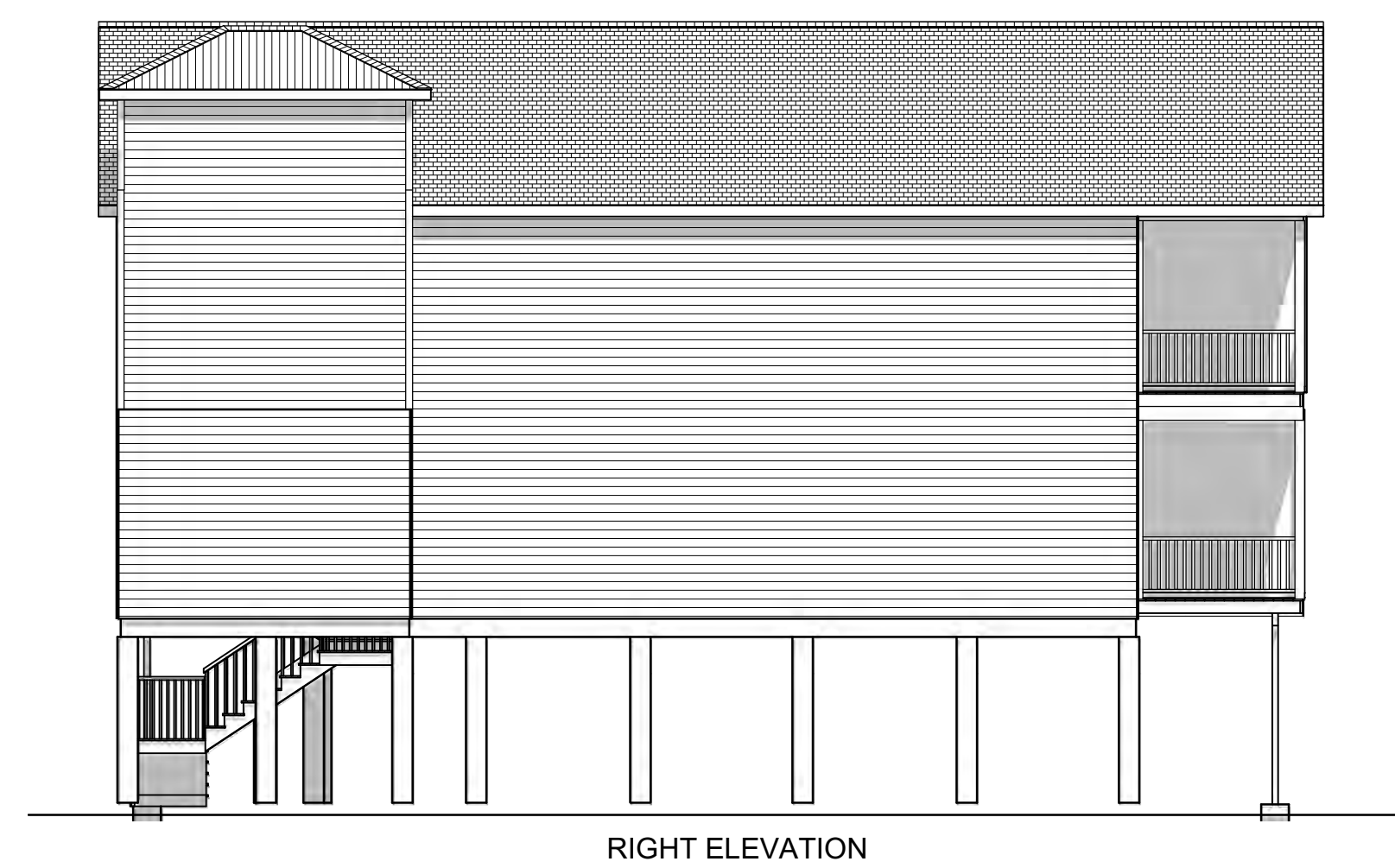
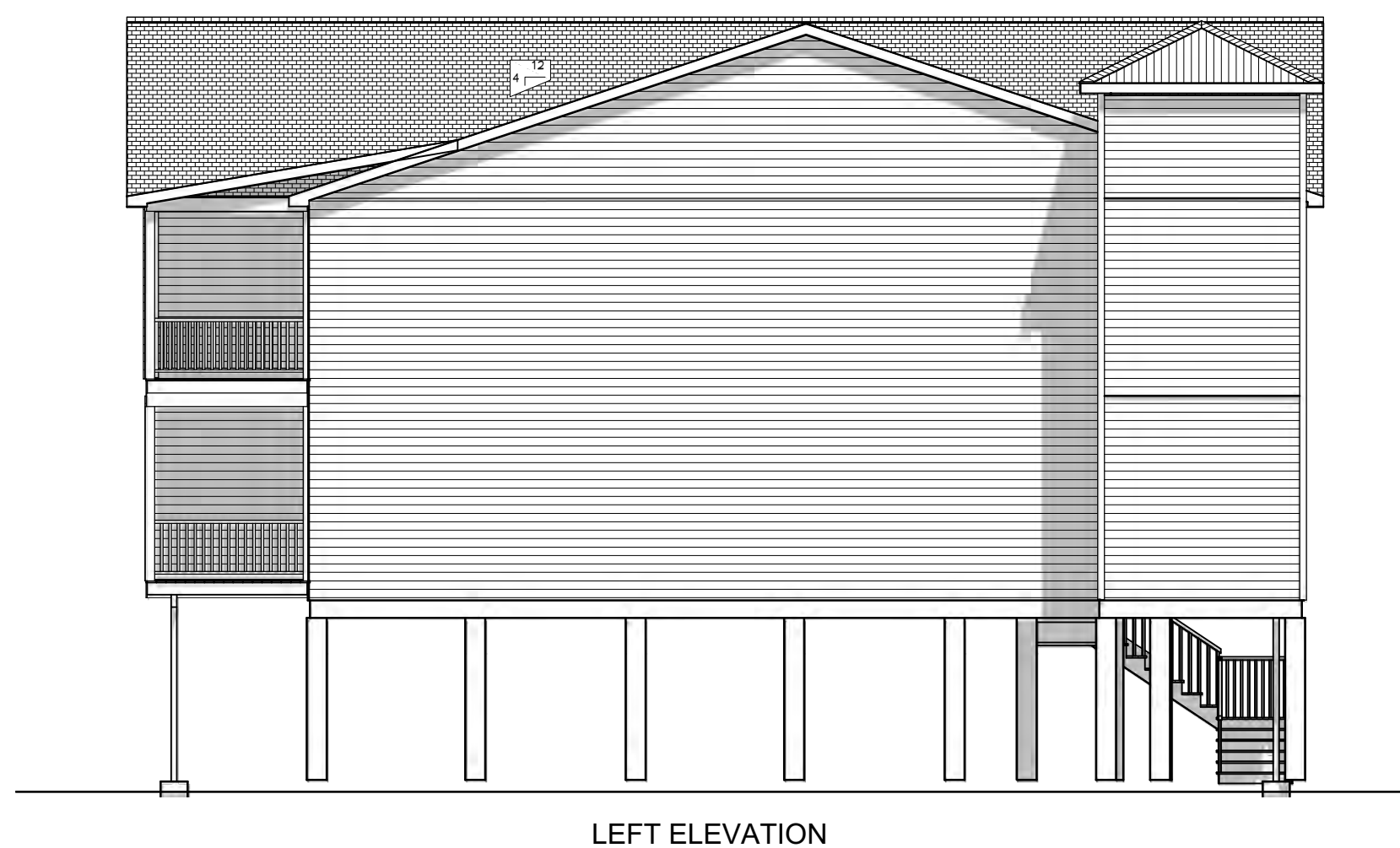
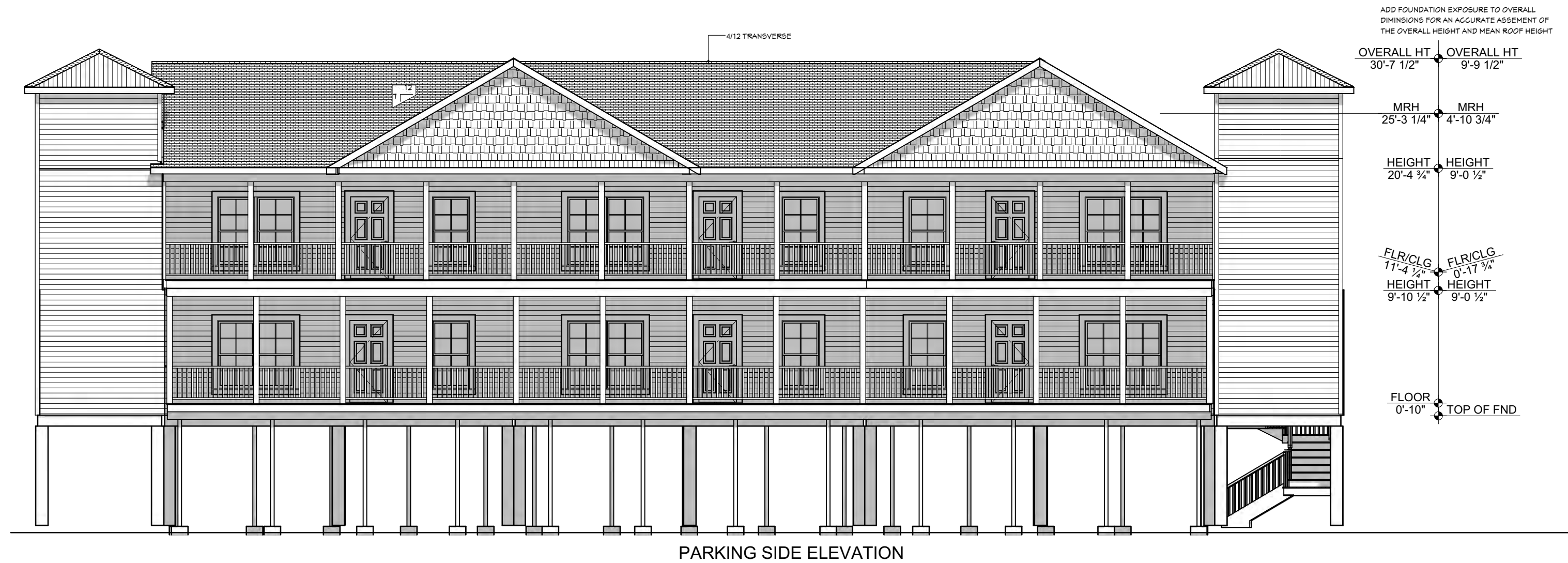
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SHEET:  
1.0 OF 6



**CARDINAL  
HOMES®**

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|------------|-------------|
| HO. NUMBER | -           |
| FP. NUMBER | -           |
| PRINT NO.  | 218139      |
| DATE       | 9/26/18     |
| DRAWN BY:  | GKW         |
| SCALE:     | 3/16"=1'-0" |
| REVISIONS  |             |



6 UNIT CONDO LAYOUT  
2 BRM/2 BATH  
1120 SQ. FT. PER LIV. UNIT

ELEVATION

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|        |          |
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| SHEET: | 1.1 OF 6 |
|--------|----------|



**CARDINAL HOMES®**

HO. NUMBER  
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FP. NUMBER  
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PRINT NO.  
218139

DATE  
9/26/18

DRAWN BY:  
GKW

SCALE:  
3/16"=1'-0"

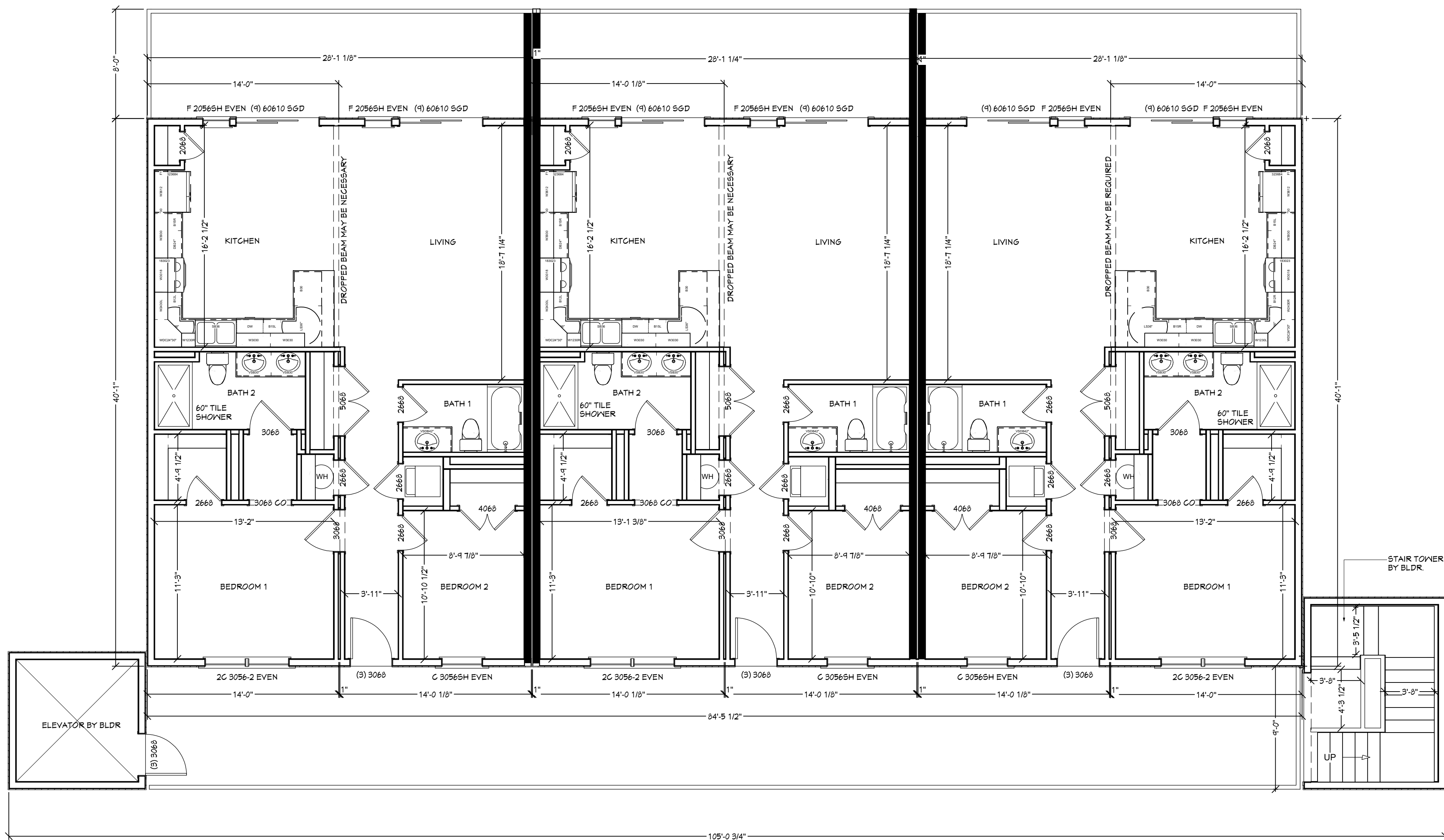
REVISIONS

BUILDING LAYOUT

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SHEET:

2.0 OF 6



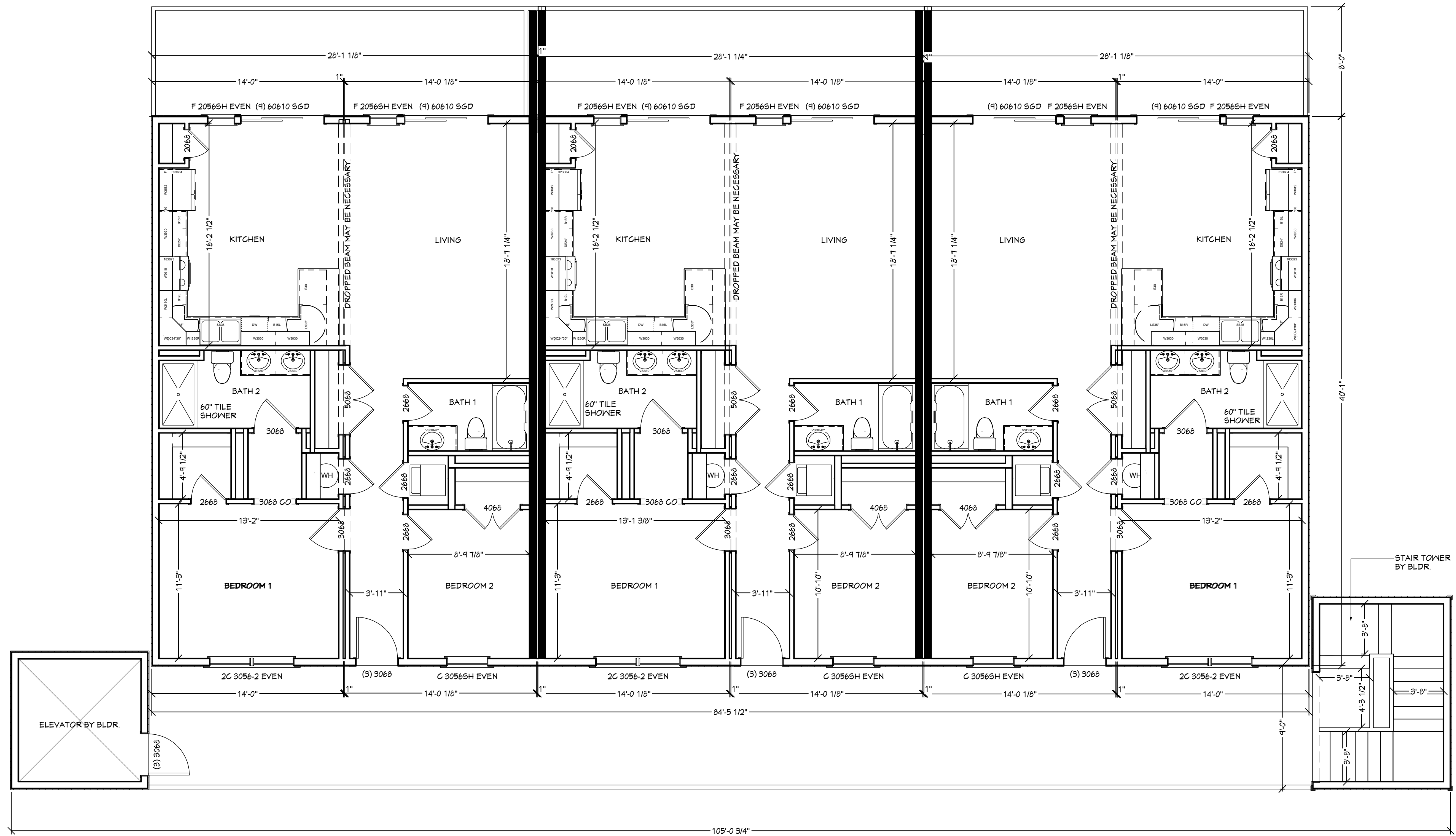
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| CARDINAL HOMES®                                                                     |
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| FP. NUMBER                                                                          |
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| PRINT NO.                                                                           |
| 218139                                                                              |
| DATE                                                                                |
| 9/26/18                                                                             |
| DRAWN BY:                                                                           |
| GKW                                                                                 |
| SCALE:                                                                              |
| 3/16"=1'-0"                                                                         |
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BUILDING LAYOUT

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2.1 OF 6

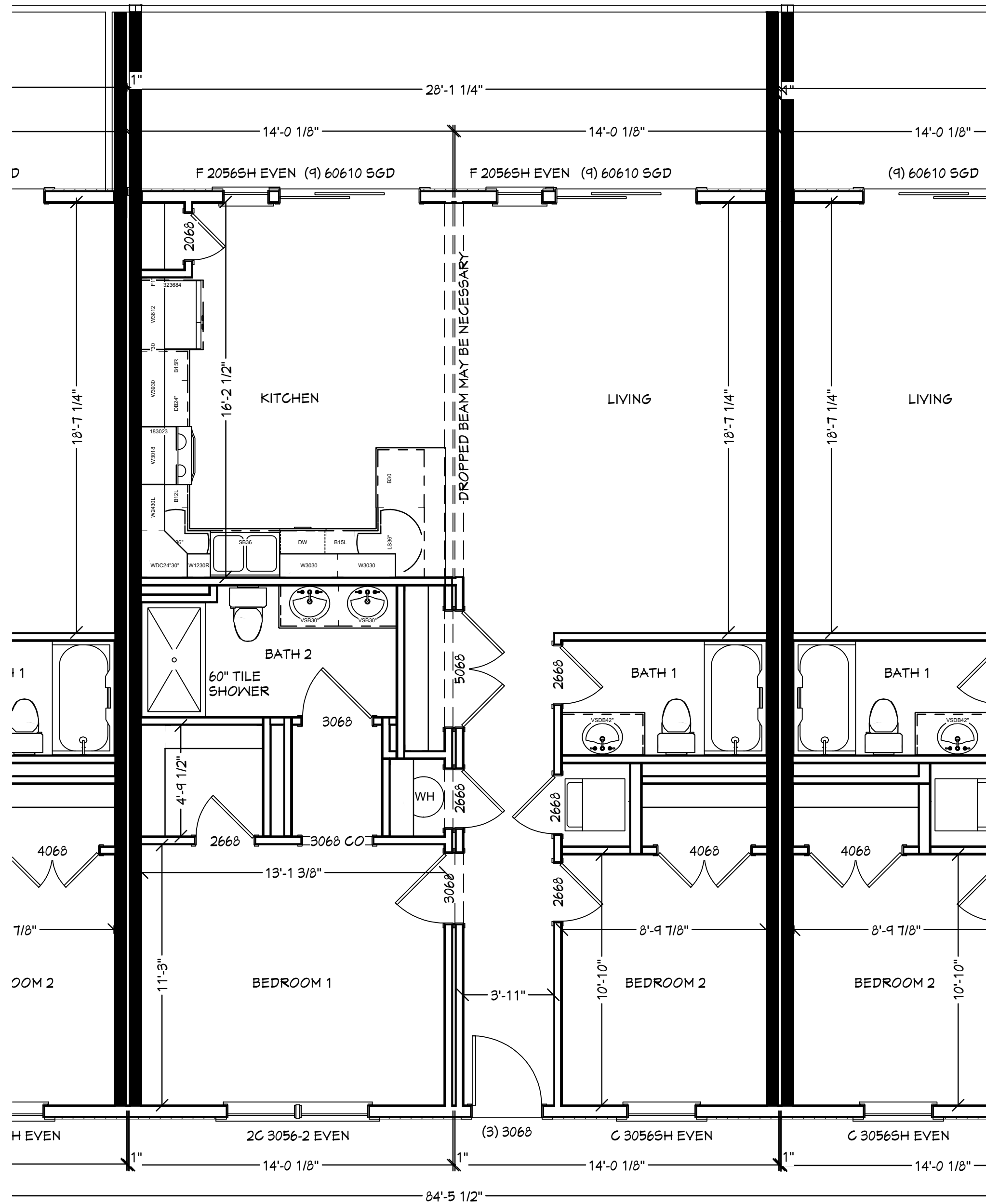


2nd Floor

6 UNIT CONDO LAYOUT

2 BRM/2 BATH

1120 SQ. FT. PER LIV. UNIT



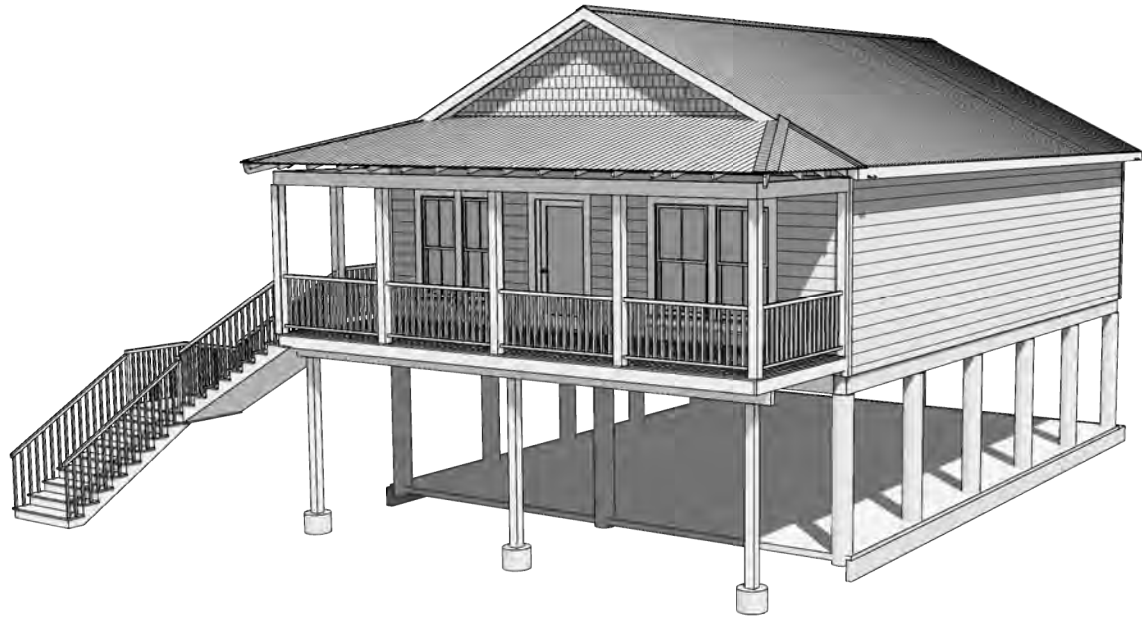
TYPICAL FLOOR PLAN

|                 |
|-----------------|
|                 |
| CARDINAL HOMES® |
| HO. NUMBER      |
| -               |
| FP. NUMBER      |
| -               |
| PRINT NO.       |
| 218139          |
| DATE            |
| 9/26/18         |
| DRAWN BY:       |
| GKW             |
| SCALE:          |
| 3/16"=1'-0"     |
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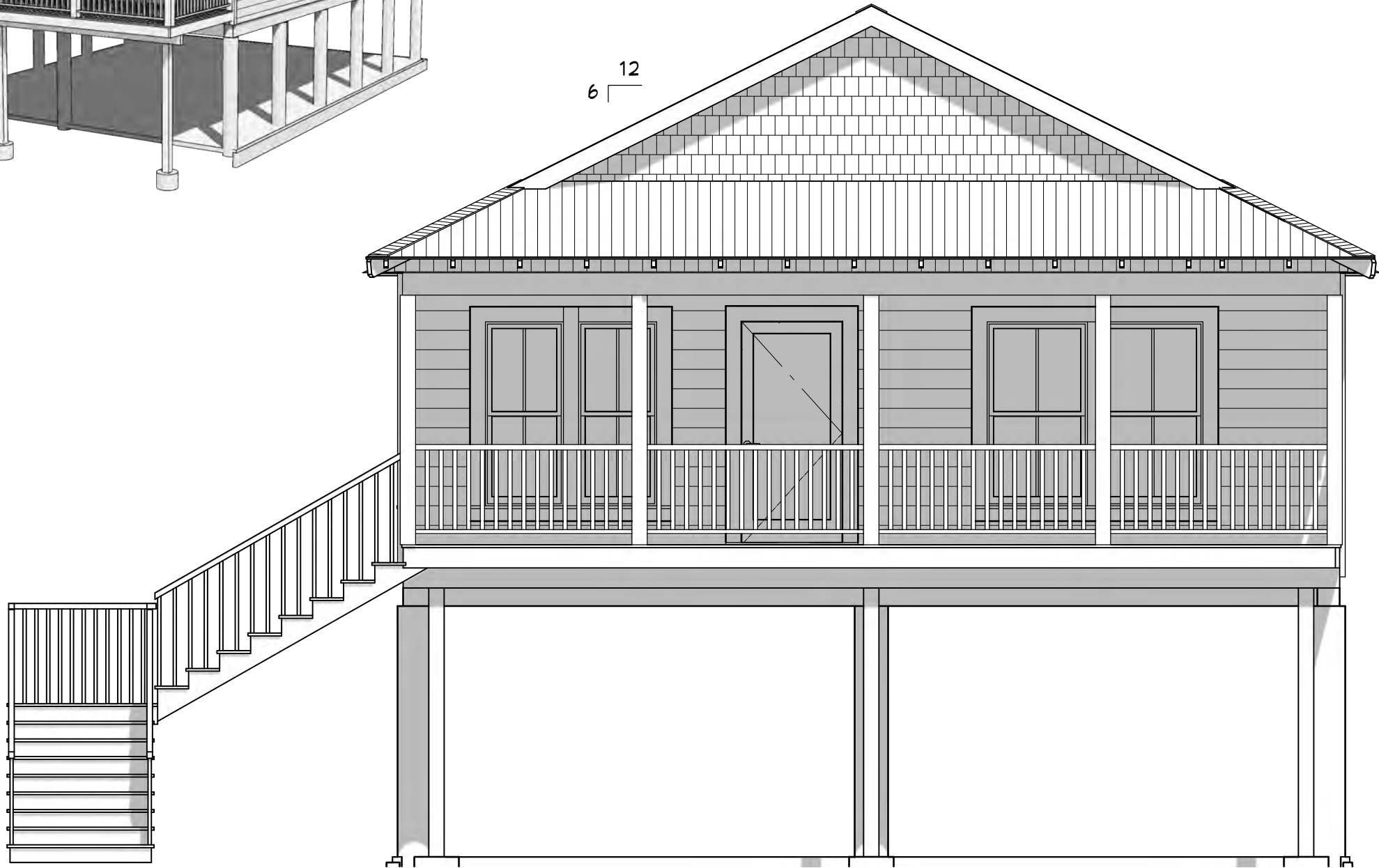
|                            |
|----------------------------|
| TYPICAL FLOOR PLAN         |
| © 2018 Cardinal Homes Inc. |

|          |
|----------|
| SHEET:   |
| 2.2 OF 6 |

6 UNIT CONDO LAYOUT  
2 BRM/2 BATH  
1120 SQ. FT. PER LIV. UNIT



NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE  
THE DECISION OF THE BUILDER OR OWNER  
PER LOCAL CODES & REQUIREMENTS.



FRONT ELEVATION

NOTE:  
THESE RENDERINGS ARE AN ARTIST'S DEPICTION ONLY, MAY NOT REFLECT THE ACTUAL FINAL PRODUCT. PLAN UPDATES MAY NOT BE REFLECTED IN  
RENDERINGS. REFER TO THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION. RENDERINGS SHALL NOT BE USED FOR CONSTRUCTION.

**THE CURRITUCK  
END DESIGN RANCH  
2 BRM/2 BATH  
14' MODULES  
1064 LIVEABLE SQ. FT.**

5.A.f

CARDINAL  
HOMES®

PROJECT NC

-

FP. NUMBER

-

PRINT NO.  
218137

DATE  
7/21/17

DRAWN BY:  
GKW

SCALE:  
3/16" = 1'-0"

REVISIONS

2/26/18 GKW

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ELEVATION

SHEET:

1.0 OF 6

PROJECT NC

FP. NUMBER

PRINT NO.  
218137

**DATE**  
**2/26/18**

**DRAWN BY:**  
**GKW**

**SCALE:**  
**3/16" = 1'-0"**

## REVISIONS

## ELEVATION

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Attachment: 6 218137-Currituck Ranch 2-26-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

**SHEET:**

1.1 OF 6

Packet Pg. 70

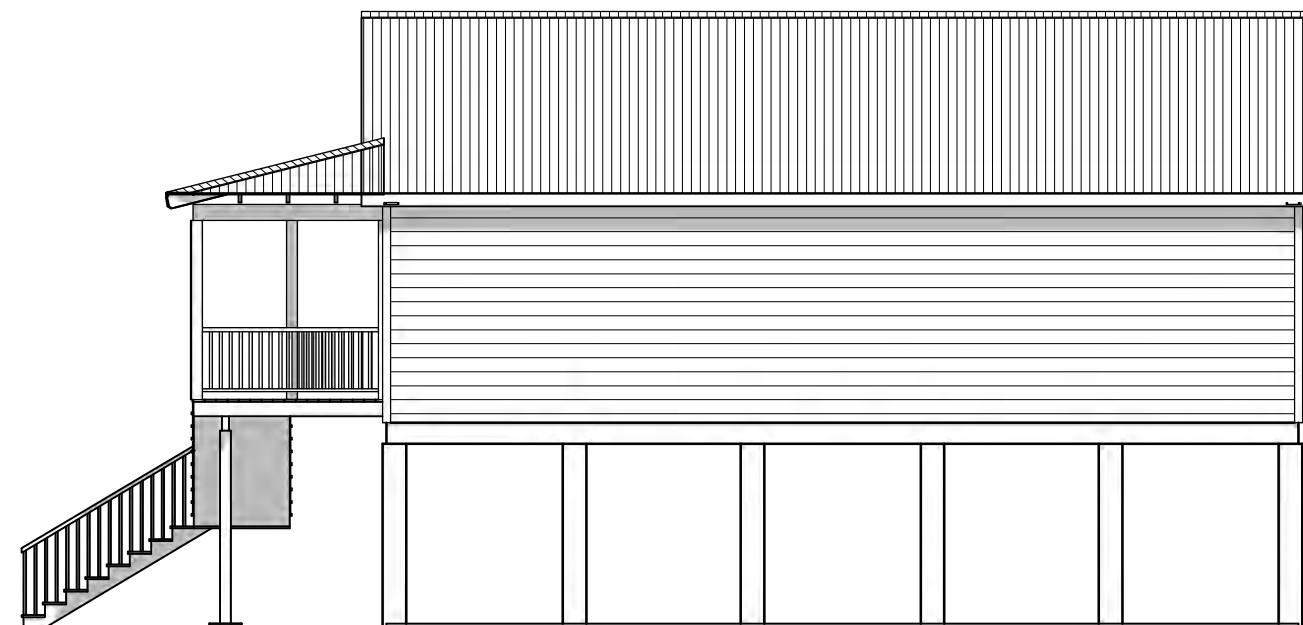
NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE  
THE DECISION OF THE BUILDER OR OWNER  
PER LOCAL CODES & REQUIREMENTS.



REAR ELEVATION



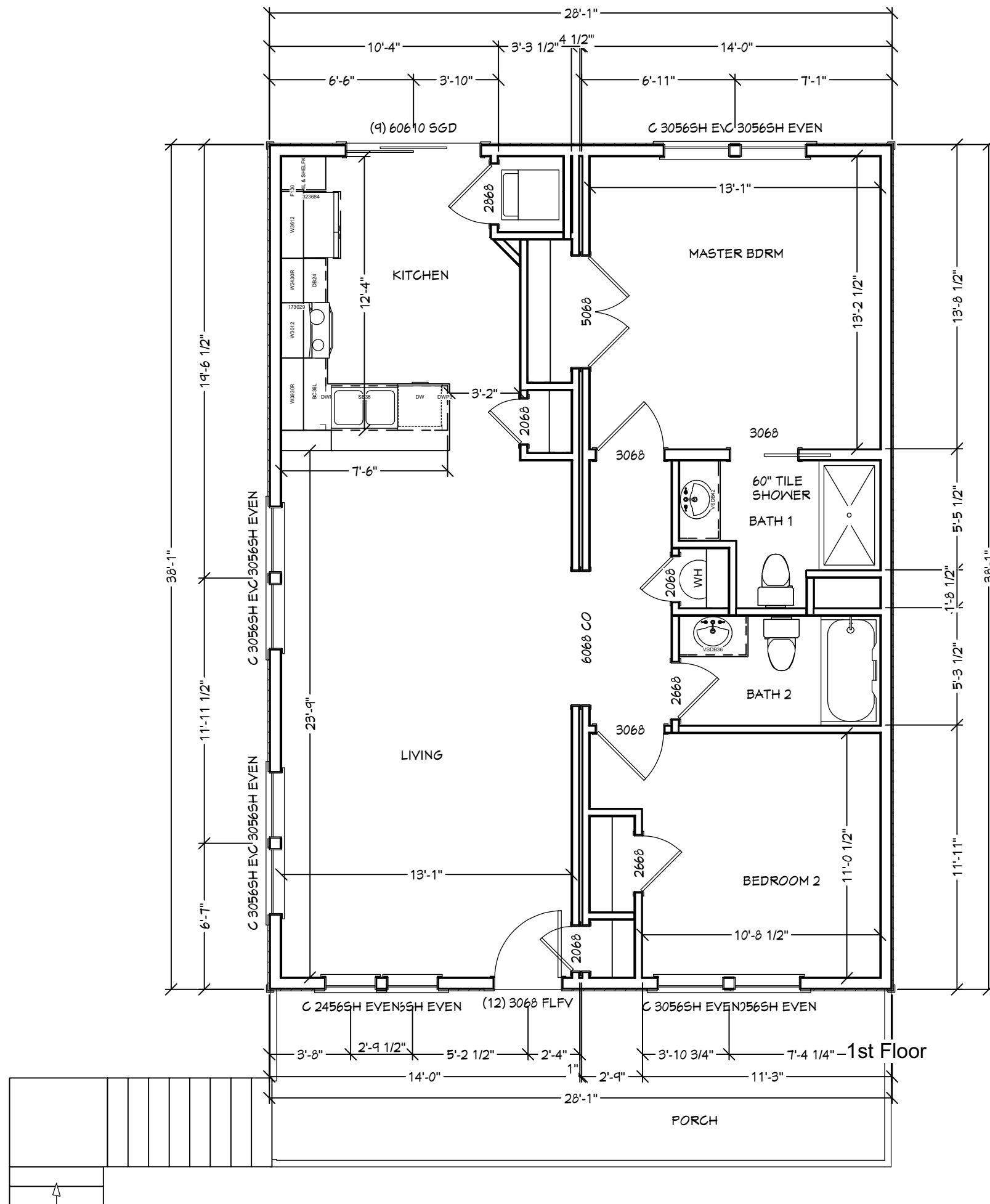
LEFT ELEVATION



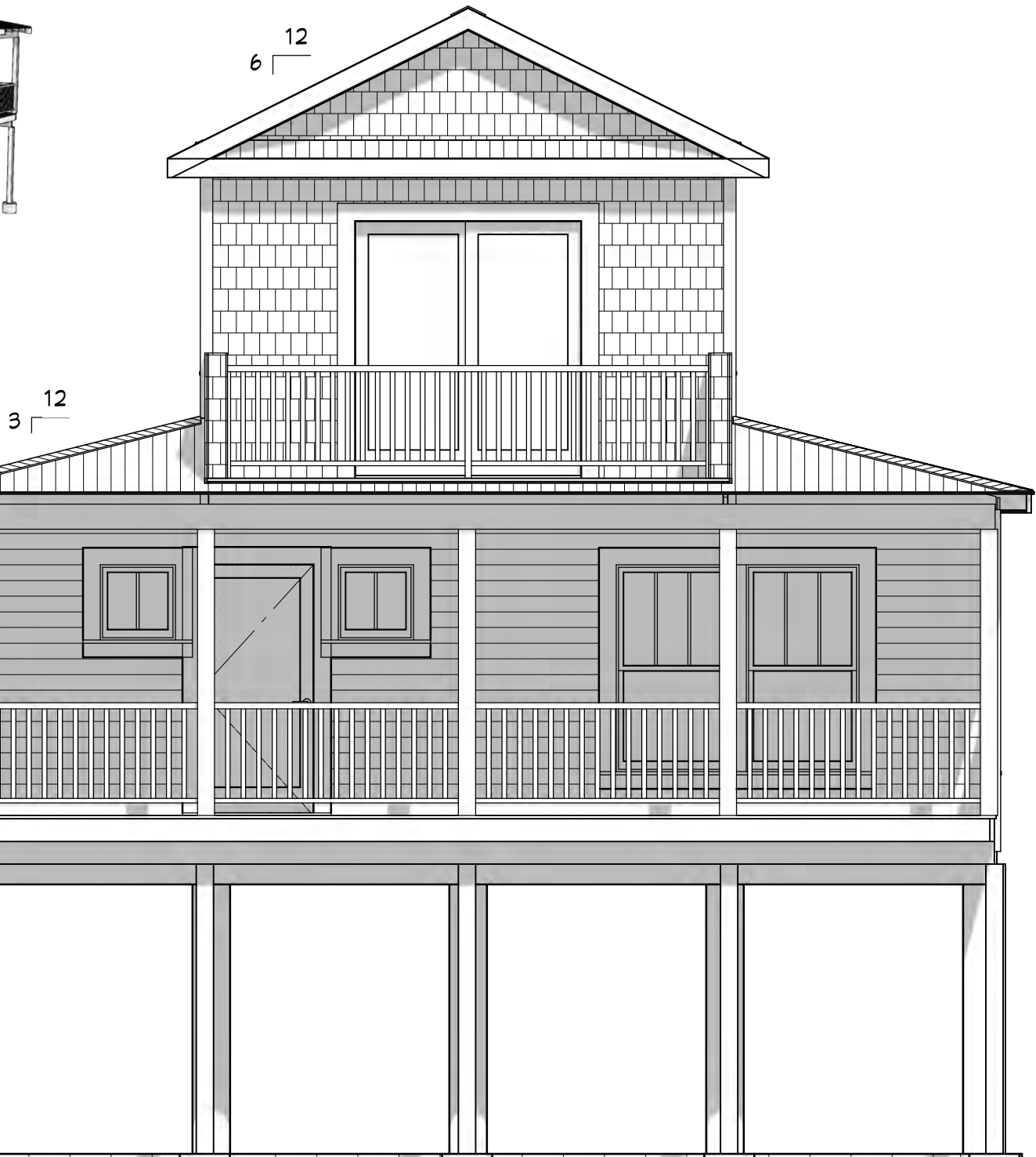
RIGHT ELEVATION

THE CURRITUCK  
END DESIGN RANCH  
2 BRM/2 BATH  
14' MODULES  
1064 LIVEABLE SQ. FT.

NOTE:  
THESE RENDERINGS ARE AN ARTIST'S DEPICTION ONLY, MAY NOT REFLECT THE ACTUAL FINAL PRODUCT. PLAN UPDATES MAY NOT BE REFLECTED IN RENDERINGS. REFER TO THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION. RENDERINGS SHALL NOT BE USED FOR CONSTRUCTION.



THE CURRITUCK  
END DESIGN RANCH  
2 BRM/2 BATH  
14' MODULES  
1064 LIVEABLE SQ. FT.



HATTERAS-3 BRM/2.5 BATH  
1232 SQ. FT. FIRST FLOOR  
541 SQ. FT. SECOND FLOOR  
1773 SQ. FT. LIVABLE AREA  
ADDITIONAL 392 SQ. FT. PORCH  
+ 98 SQ. FT. DECK

NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE  
THE DECISION OF THE BUILDER OR OWNER  
PER LOCAL CODES & REQUIREMENTS.

## PROJECT NC

**FP. NUMBER**

PRINT NO.  
218138

**DATE**  
**7/24/17**

**DRAWN BY:**  
**GKW**

**SCALE:**  
**3/16" = 1'-0"**

## REVISIONS

**2/26/18 GKW**

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## ELEVATION

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Attachment: 7 218138-Hatteras 2 story 2-26-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

**SHEET:**

**1.0 OF 6**

Packet Pg. 72



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE  
THE DECISION OF THE BUILDER OR OWNER  
PER LOCAL CODES & REQUIREMENTS.

PROJECT NC

FP. NUMBER

PRINT NO.  
218138

DATE  
2/26/18

DRAWN BY:  
GKW

SCALE:  
3/16" = 1'-0"

REVISIONS

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ELEVATION

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Attachment: 7 218138-Hatteras 2 story 2-26-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

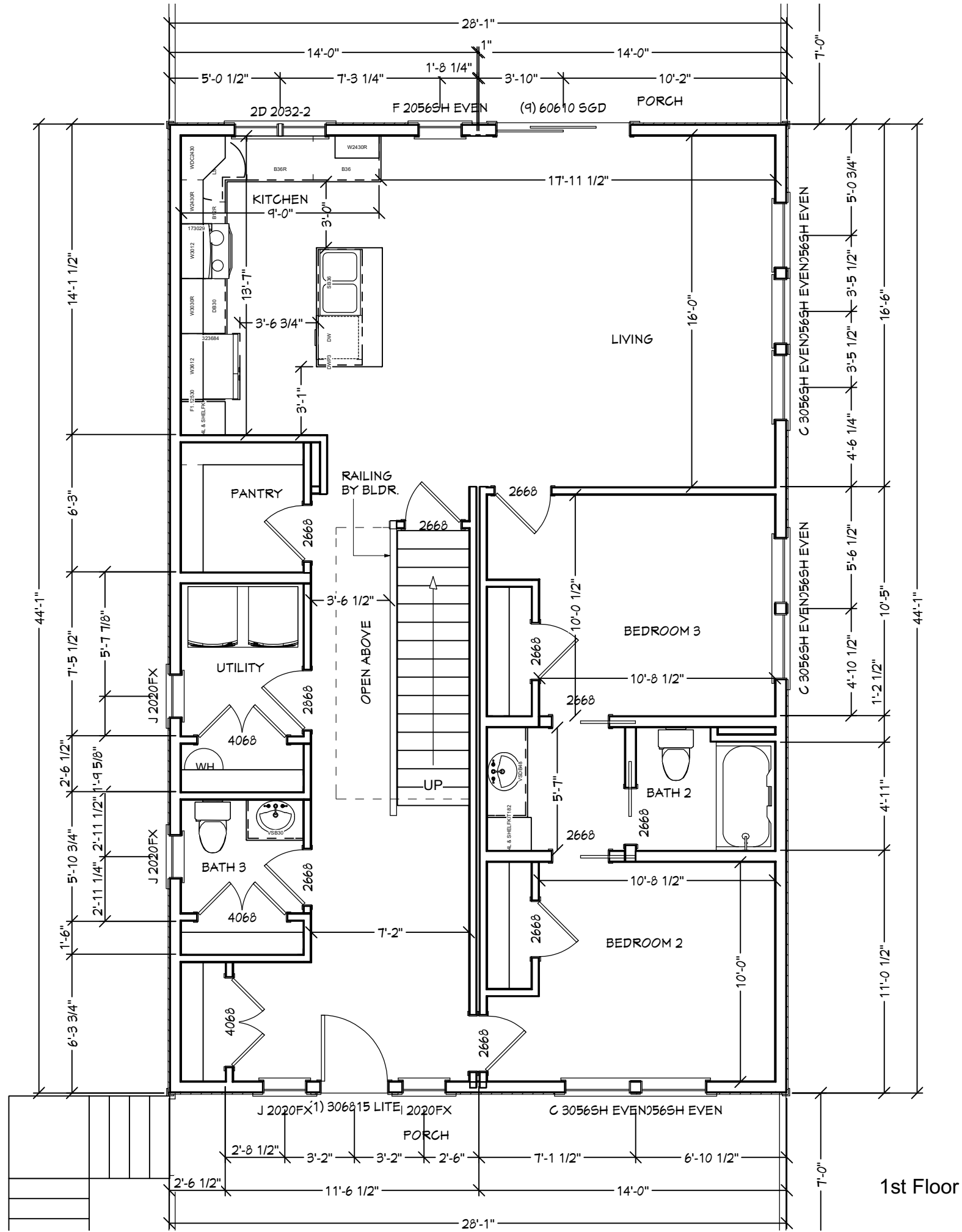
SHEET:

1.1 OF 6

Packet Pg. 73

NOTE:  
THESE RENDERINGS ARE AN ARTIST'S DEPICTION ONLY, MAY NOT REFLECT THE ACTUAL FINAL PRODUCT. PLAN UPDATES MAY NOT BE REFLECTED IN  
RENDERINGS. REFER TO THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION. RENDERINGS SHALL NOT BE USED FOR CONSTRUCTION.

HATTERAS-3 BRM/2.5 BATH  
1232 SQ. FT. FIRST FLOOR  
541 SQ. FT. SECOND FLOOR  
1773 SQ. FT. LIVABLE AREA  
ADDITIONAL 392 SQ. FT. PORCH  
+ 98 SQ. FT. DECK



HATTERAS-3 BRM/2.5 BATH  
1232 SQ. FT. FIRST FLOOR  
541 SQ. FT. SECOND FLOOR  
1773 SQ. FT. LIVABLE AREA  
ADDITIONAL 392 SQ. FT. PORCH  
+ 98 SQ. FT. DECK

5.A.g



CARDINAL  
HOMES®

PROJECT NC

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FP. NUMBER

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PRINT NO.

218138

DATE

7/24/17

DRAWN BY:

GKW

SCALE:

3/16" = 1'-0"

REVISIONS

2/26/18 GKW

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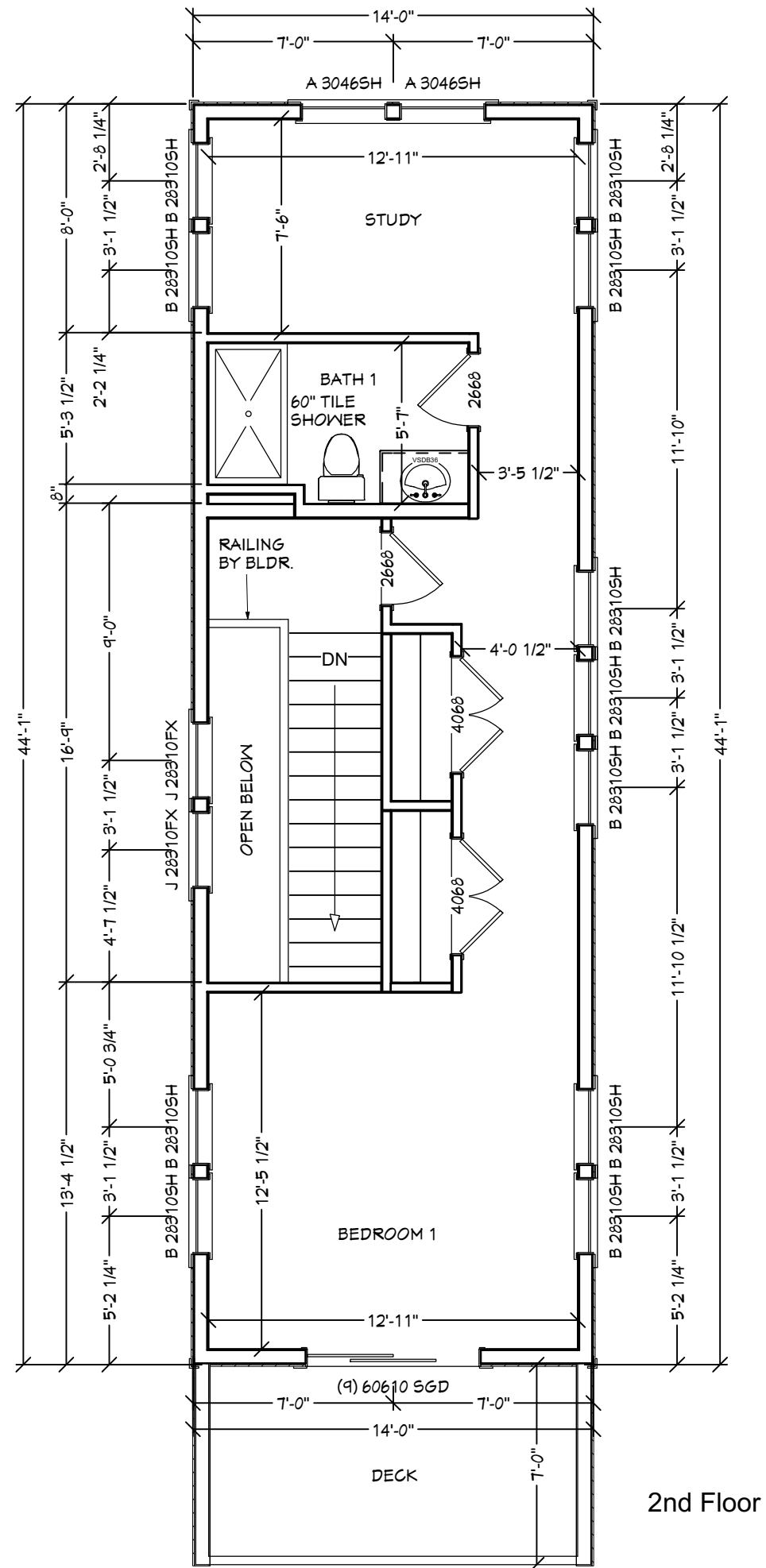
FLOOR PLAN

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SHEET:

2.0 OF 6

Packet Pg. 74



HATTERAS-3 BRM/2.5 BATH  
1232 SQ. FT. FIRST FLOOR  
541 SQ. FT. SECOND FLOOR  
1773 SQ. FT. LIVABLE AREA  
ADDITIONAL 392 SQ. FT. PORCH  
+ 98 SQ. FT. DECK



**CARDINAL  
HOMES®**

## PROJECT NC

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FP. NUMBER

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PRINT NO.  
218138

DATE  
7/24/17

**DRAWN BY:**  
**GKW**

**SCALE:**  
1/16" = 1'-0"

## REVISIONS

26/18 GKW

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## FLOOR PLAN

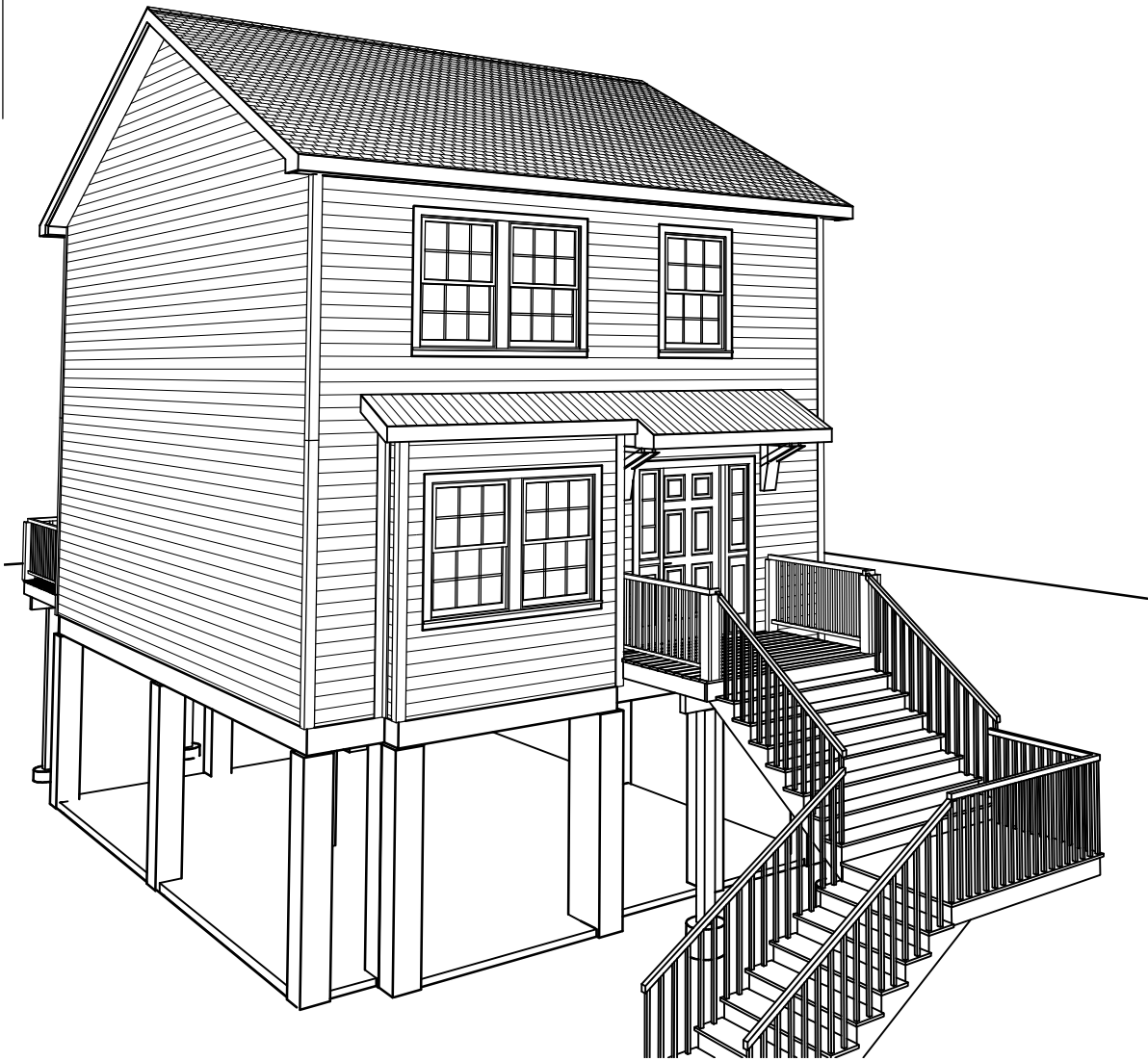
Attachment 7-31

Attachment: 7 218138-Hatteras 2 story 2-26-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

**SHEET:**

**.1 OF 6**

Packet Pg. 75



BASIC MODULE SET INSTRUCTIONS

THIS IS A BASIC SET OF INSTRUCTIONS TO HELP GUIDE THE SET CREW ON DAY OF SET. SET CREW SHOULD READ THE PLANS THOROUGHLY PRIOR TO SET DAY. THESE SET INSTRUCTIONS COVER THE SET ORDER AND ANY MAJOR POINTS THAT MAY NEED TO BE ADDRESSED, PROPER MODULE CONNECTIONS AND FASTENING IS NOT PART OF THESE INSTRUCTIONS. SET CREW TO FOLLOW INDUSTRY STANDARD SAFETY PRACTICES AND OSHA REQUIREMENTS.

BASIC TWO-STORY/ FINISHED CAPE  
SET FIRST FLOOR MODULES  
INSTALL 2X ACROSS MARRIAGE LINE DIVIDED EQUALLY  
SET 2ND FLOOR MODULES  
RAISE ROOF AND PULL THE KNEEWALL INTO POSITION  
SET GABLE WALLS  
FLIP THE UPPER PANELS  
INSTALL TURN GABLES/DORMERS AS PER PLAN IF APPLICABLE  
FINISH DRYING IN

NOTE:  
THESE RENDERINGS ARE AN ARTIST'S DEPICTION ONLY, MAY NOT REFLECT THE ACTUAL FINAL PRODUCT. PLAN UPDATES MAY NOT BE REFLECTED IN RENDERINGS. REFER TO THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION. RENDERINGS SHALL NOT BE USED FOR CONSTRUCTION.

6/12 ROOF PITCH



FRONT ELEVATION

NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE THE DECISION OF THE BUILDER OR OWNER PER LOCAL CODES & REQUIREMENTS.

ROOF EXTENSION OVER FRONT DOOR & SUPPORT BRACKETS BY BUILDER

STONEHINGE III  
616 SQ. FT. FIRST FLOOR  
616 SQ. FT. SECOND FLOOR  
1232 SQ. FT. TOTAL  
BUILDER  
CUSTOMER -

5.A.h

**CARDINAL HOMES®**

PROJECT NC

FP. NUMBER

PRINT NO.  
218165

DATE  
3/29/18

DRAWN BY:  
GKW

SCALE:  
3/16" = 1'-0"

REVISIONS

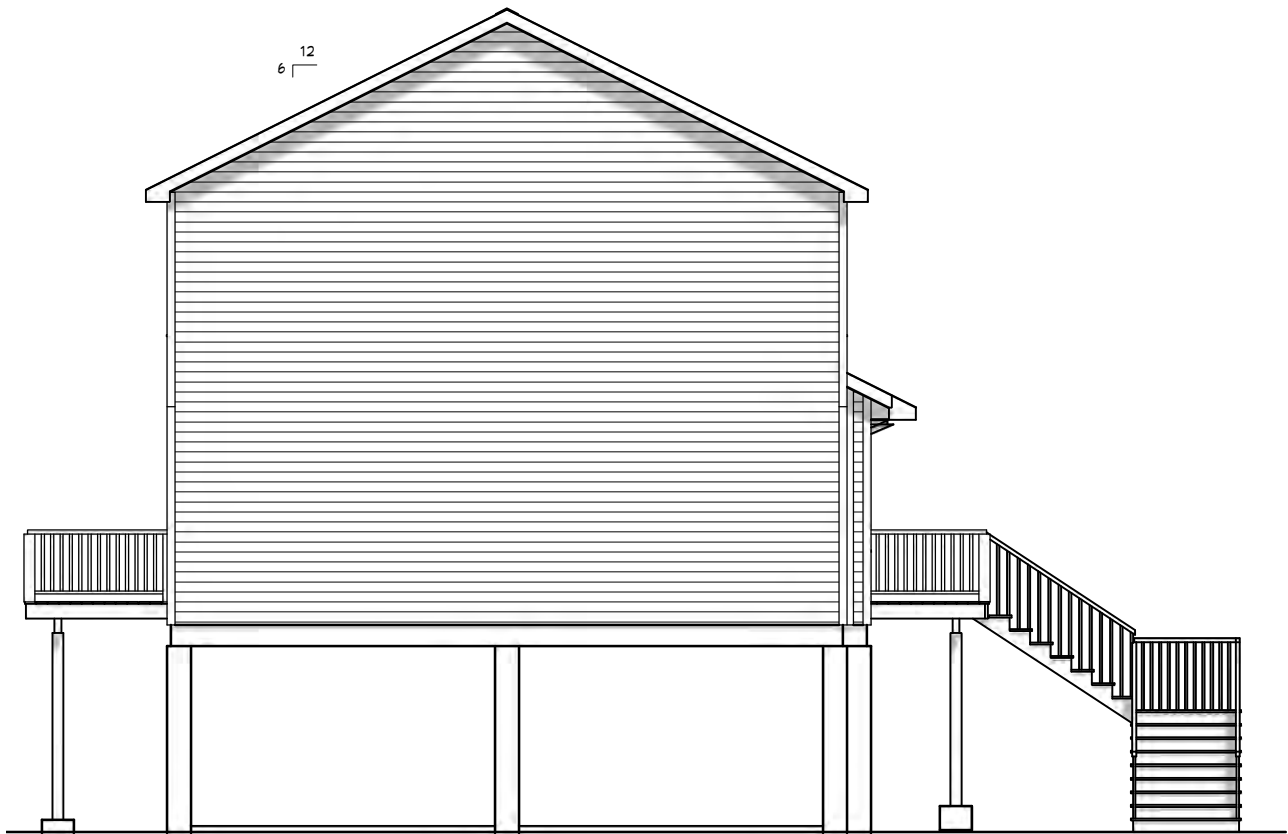
ELEVATION

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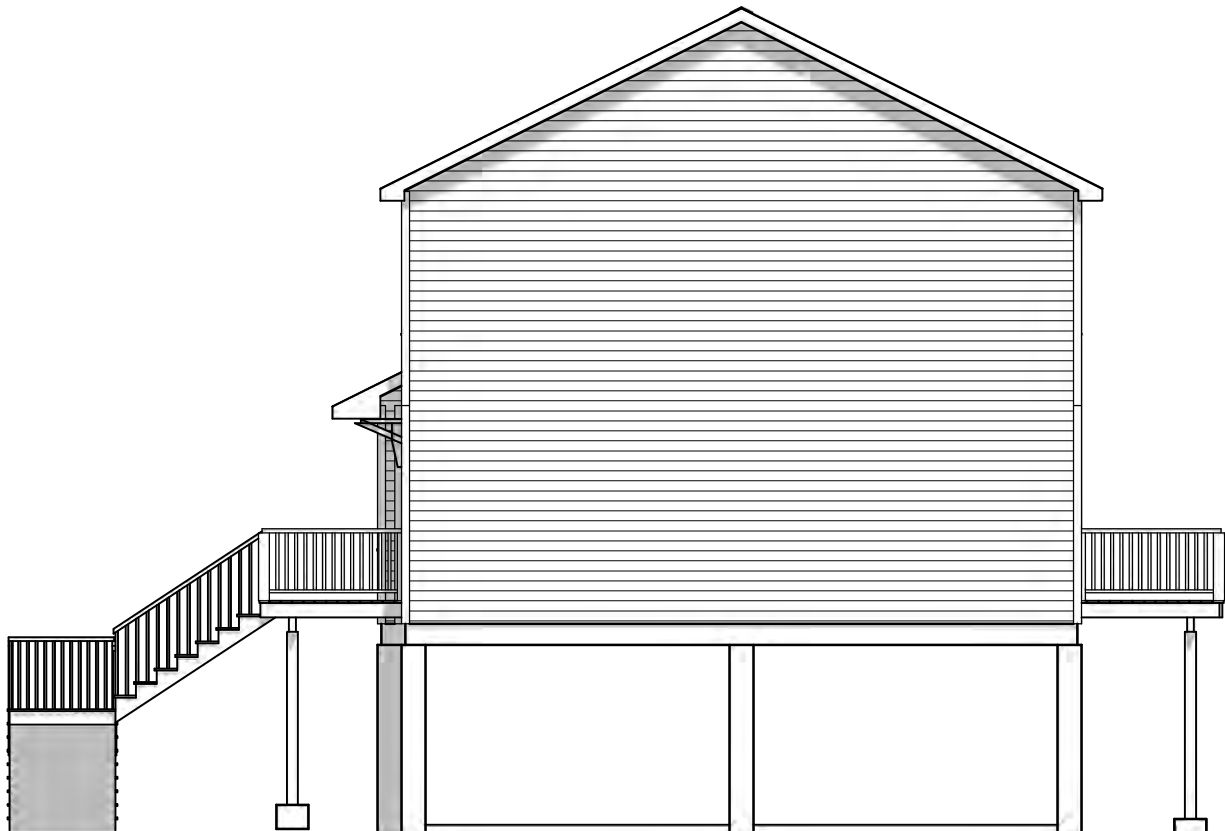
Attachment: 8 Stonehinge III-3-29-18 (PB 08-48 Cape Currituck (Horgan/Mason):)

SHEET:  
1.0 OF 6

Packet Pg. 76



LEFT ELEVATION



RIGHT ELEVATION

NOTE:  
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NOTE:  
PORCHES, DECKS AND/OR GARAGE TO BE THE DECISION OF THE BUILDER OR OWNER PER LOCAL CODES & REQUIREMENTS.



REAR ELEVATION

STONEHEDGE III  
616 SQ. FT. FIRST FLOOR  
616 SQ. FT. SECOND FLOOR  
1232 SQ. FT. TOTAL  
BUILDER  
CUSTOMER -



PROJECT NC

FP. NUMBER

PRINT NO.  
218165

DATE  
3/29/18

DRAWN BY:  
GKW

SCALE:  
3/16" = 1'-0"

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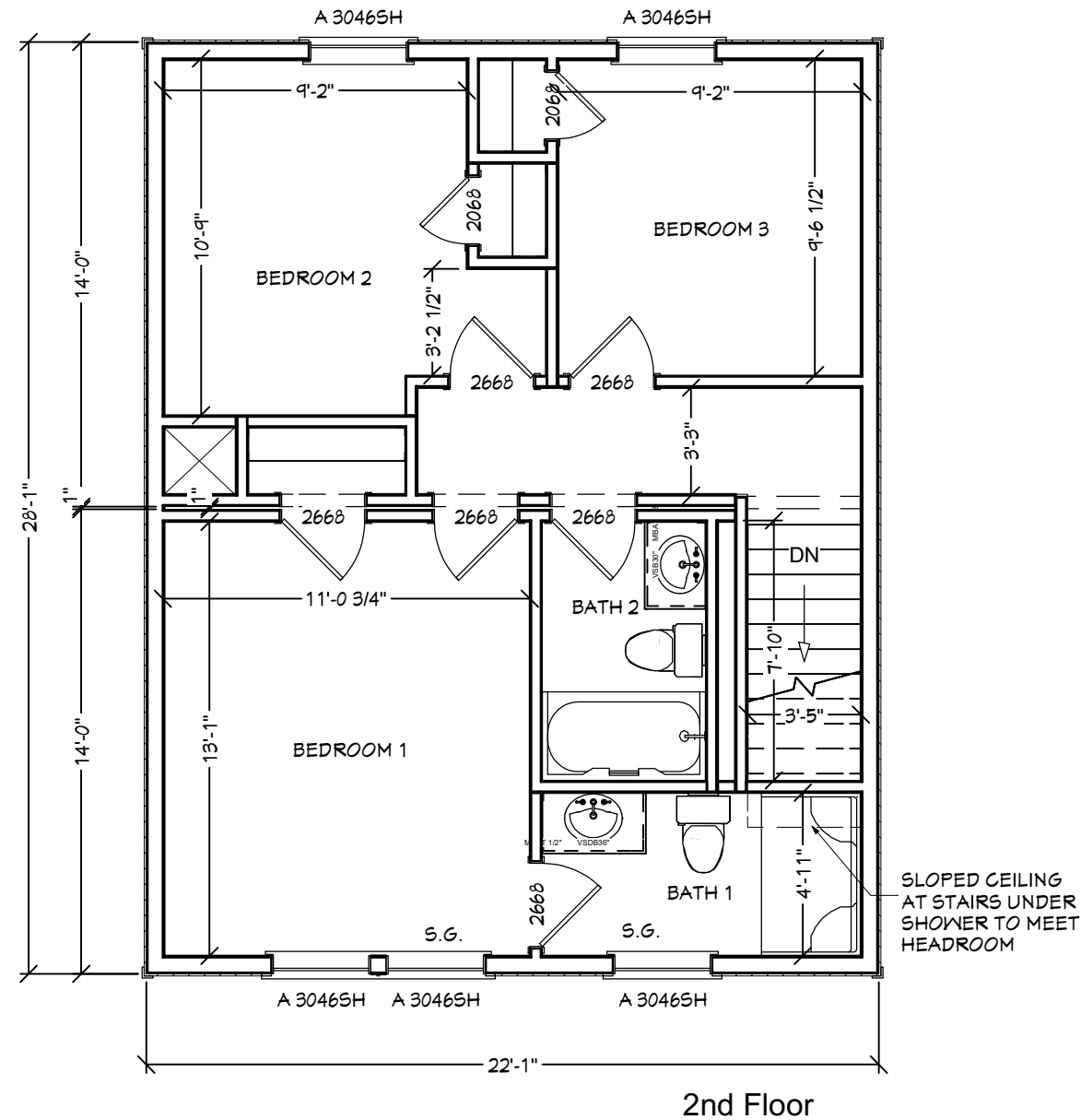
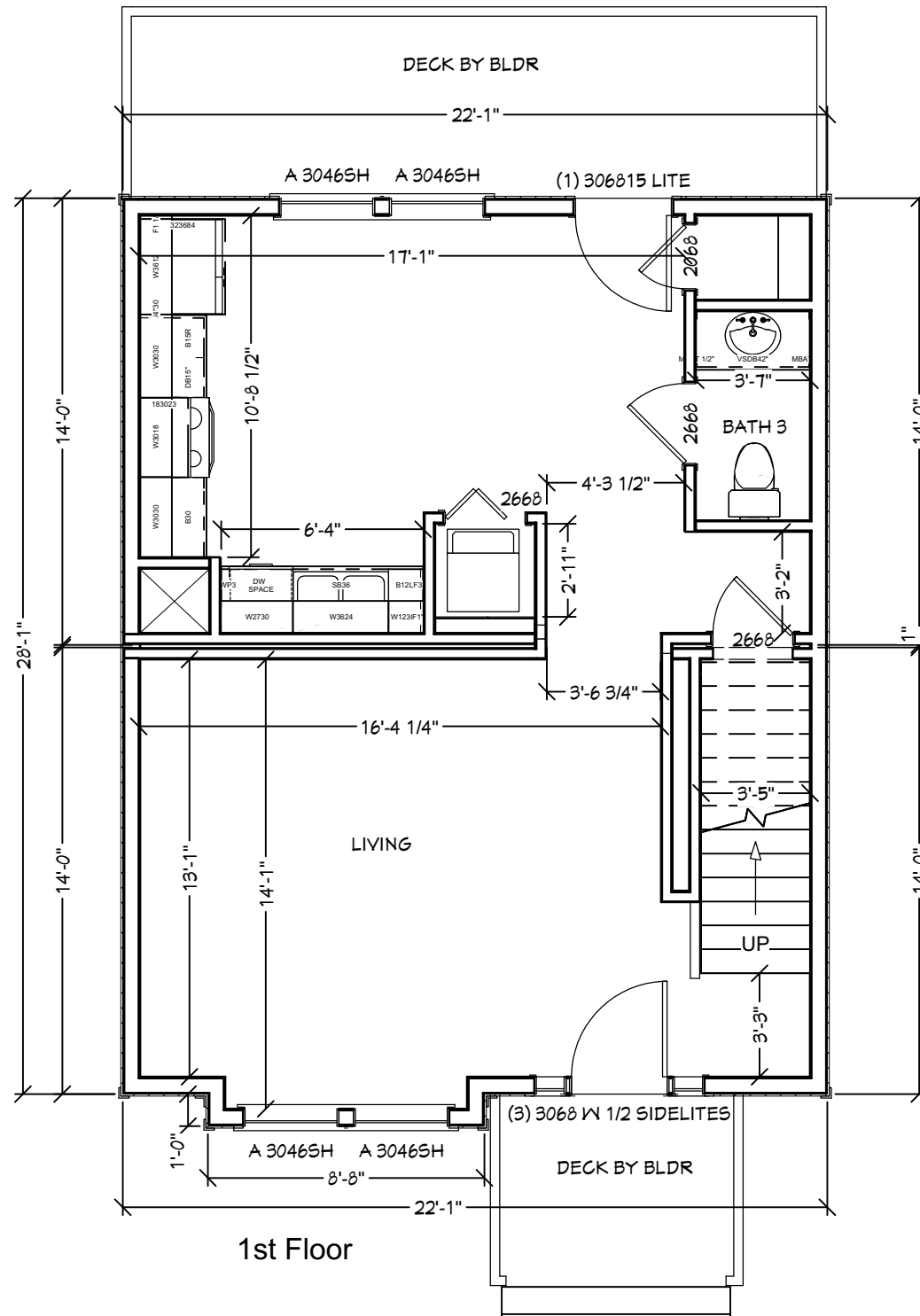
ELEVATION

SHEET:

1.1 OF 6

Packet Pg. 77

Attachment: 8 Stonehedge III-3-29-18 (PB 08-48 Cape Currituck (Horgan/Mason):)



STONEHEDGE III  
616 SQ. FT. FIRST FLOOR  
616 SQ. FT. SECOND FLOOR  
1232 SQ. FT. TOTAL  
BUILDER  
CUSTOMER -

5.A.h

CARDINAL HOMES®

PROJECT NC  
-

FP. NUMBER  
-

PRINT NO.  
218165

DATE  
3/29/18

DRAWN BY:  
GKW

SCALE:  
3/16" = 1'-0"

REVISIONS

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FLOOR PLAN

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Attachment: 8 Stonehedge III-3-29-18 (PB 08-48 Cape Currituck (Horgan/Mason)):

SHEET:  
2.0 OF 6

Packet Pg. 78



## Conditional Rezoning Application

**OFFICIAL USE ONLY:**

Case Number: \_\_\_\_\_  
 Date Filed: \_\_\_\_\_  
 Gate Keeper: \_\_\_\_\_  
 Amount Paid: \_\_\_\_\_

**Contact Information**
**APPLICANT:**

Name: Denny Horgan & Donna Mason  
 Address: 291 West Side Lane  
Powells Point, NC 27966  
 Telephone: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

**PROPERTY OWNER:**

Name: Denny Horgan & Donna Mason  
 Address: 291 West Side Lane  
Powells Point, NC 27966  
 Telephone: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: Same

**Property Information**

Physical Street Address: 291 West Side Lane Powells Point, NC  
 Location: Approximately a mile west of Caratoke Highway  
 Parcel Identification Number(s): 0112000003B0000 & 0112000003C0000  
 Total Parcel(s) Acreage: 120.15 acres  
 Existing Land Use of Property: Single Family Home

**Request**

Current Zoning of Property: CD-PUD Proposed Zoning District: CD-PUD

**Community Meeting**

Date Meeting Held: 9/26/2018 Meeting Location: Currituck Senior Center

## Conditional Rezoning Request

To Chairman, Currituck County Board of Commissioners:

The undersigned respectfully requests that, pursuant to the Unified Development Ordinance, a conditional zoning district be approved for the following use(s) and subject to the following condition(s):

**Proposed Use(s):**

MIXED RESIDENTIAL USES, NEIGHBORHOOD SERVING RETAIL USES, RESTAURANTS, TRADITIONAL USES ASSOCIATED WITH MARINA, AND OTHER ITEMS AS CONTAINED IN THE CURRITUCK MARINA CONCEPTUAL PLAN.

**Proposed Zoning Condition(s):**

1. MAXIMUM GROSS RESIDENTIAL DENSITY SHALL NOT EXCEED 2.0 DWELLING UNITS PER ACRE.
2. NO MORE THAN 50 RESIDENTIAL DWELLING UNITS SHALL RECEIVE A CERTIFICATE OF OCCUPANCY PRIOR TO THE MARINA BEING FULLY PERMITTED AND APPROVED BY ANY LOCAL, STATE, AND FEDERAL REGULATORY OR PERMITTING AGENCY.

\*\*SEE ATTACHED SITE NARRATIVE FOR ADDITIONAL CONDITIONS. \*\*

An application has been duly filed requesting that the property involved with this application be rezoned from: CD-PUD (11/18/2008) to: CD-PUD

It is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound to the conceptual development plan, use(s) authorized, and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Currituck County Unified Development Ordinance. It is further understood and acknowledged that final plans for any development be made pursuant to any such conditional zoning district so authorized and shall be submitted to the Technical Review Committee.

Dany Horgan  
Property Owner (s)

9-28-2018  
Date

**NOTE: Form must be signed by the owner(s) of record. If there are multiple property owners a signature is required for each owner of record.**

### Conditional Rezoning Design Standards Checklist

The table below depicts the design standards of the conceptual development plan for a conditional rezoning application. Please make sure to include all applicable listed items to ensure all appropriate standards are reviewed.

## Conditional Rezoning Conceptual Development Plan Design Standards Checklist

Date Received: \_\_\_\_\_

TRC Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Applicant/Property Owner: \_\_\_\_\_

| Conditional Rezoning Design Standards Checklist |                                                                                                                                                                                                                                                                                                                  |   |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1                                               | Property owner name, address, phone number, and e-mail address.                                                                                                                                                                                                                                                  | ✓ |
| 2                                               | Site address and parcel identification number.                                                                                                                                                                                                                                                                   | ✓ |
| 3                                               | A scaled drawing showing existing boundary lines, total acreage, adjacent use types, location of streets, rights-of-way, and easements.                                                                                                                                                                          | ✓ |
| 4                                               | North arrow and scale to be 1" = 100' or larger.                                                                                                                                                                                                                                                                 | ✓ |
| 5                                               | Vicinity map showing property's general location in relation to streets, railroads, and waterways.                                                                                                                                                                                                               | ✓ |
| 6                                               | Existing zoning classification of the property and surrounding properties.                                                                                                                                                                                                                                       | ✓ |
| 7                                               | Approximate location of the following existing items within the property to be rezoned and within 50' of the existing property lines:<br>Pathways, structures, septic systems, wells, utility lines, water lines, culverts, storm drainage pipes, ditches, canals, streams, wooded areas, ponds, and cemeteries. | ✓ |
| 8                                               | Approximate Flood Zone line and Base Flood Elevation as delineated on the "Flood Insurance Rate Maps/Study Currituck County."                                                                                                                                                                                    | ✓ |
| 9                                               | Approximate location of all designated Areas of Environmental Concern or other such areas which are environmentally sensitive on the property, such as Maritime Forest, CAMA, 404, or 401 wetlands as defined by the appropriate agency.                                                                         | ✓ |
| 10                                              | Proposed zoning classification and intended use of all land and structures, including the number of residential units and the total square footage of any non-residential development.                                                                                                                           | ✓ |
| 11                                              | Proposed building footprints and usages.                                                                                                                                                                                                                                                                         | ✓ |
| 12                                              | Proposed traffic, parking, and circulation plans including streets, drives, loading and service areas, parking layout, and pedestrian circulation features.                                                                                                                                                      | ✓ |
| 13                                              | Approximate location of storm drainage patterns and facilities intended to serve the development.                                                                                                                                                                                                                | ✓ |
| 14                                              | Proposed common areas, open space set-asides, anticipated landscape buffering, and fences or walls (if proposed).                                                                                                                                                                                                | ✓ |
| 15                                              | Architectural drawings and/or sketches illustrating the design and character of the proposed uses.                                                                                                                                                                                                               | ✓ |
| 16                                              | Proposed development schedule.                                                                                                                                                                                                                                                                                   | ✓ |

### Conditional Rezoning Submittal Checklist

Staff will use the following checklist to determine the completeness of your application within ten business days of submittal. Please make sure all of the listed items are included. Staff shall not process an application for further review until it is determined to be complete.

## Conditional Rezoning Submittal Checklist

Date Received: \_\_\_\_\_

TRC Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Applicant/Property Owner: \_\_\_\_\_

| Conditional Rezoning Submittal Checklist |                                                                                          |   |
|------------------------------------------|------------------------------------------------------------------------------------------|---|
| 1                                        | Complete Conditional Rezoning application                                                | ✓ |
| 2                                        | Application fee (\$200 plus \$5 for each acre or part thereof)                           | ✓ |
| 3                                        | Community meeting written summary                                                        | ✓ |
| 4                                        | Conceptual development plan                                                              | ✓ |
| 5                                        | Architectural drawings and/or sketches of the proposed structures.                       | ✓ |
| 6                                        | 2 copies of plans                                                                        | ✓ |
| 7                                        | 2 hard copies of ALL documents                                                           | ✓ |
| 8                                        | 1 PDF digital copy of all plans AND documents (ex. Compact Disk – e-mail not acceptable) | ✓ |

### For Staff Only

#### Pre-application Conference

Pre-application Conference was held on \_\_\_\_\_ and the following people were present:

\_\_\_\_\_  
\_\_\_\_\_

#### Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2348)**

**Agenda Item Title**

Public Hearing and Consideration of Resolution Authorizing Purchase and Sale Agreement and Conveyance of Maple Commerce Park Lot 9 to BEI Tactical, LLC

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

## NORTH CAROLINA

## CURRITUCK COUNTY

PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina (herein called “**Seller**”) and BEI Tactical, LLC, a Commonwealth of Virginia limited liability corporation, (herein called “**Buyer**”).

WITNESSETH:

**1. Agreement to Sell and Purchase.** For and in consideration of the Initial Earnest Money, in hand paid by Buyer to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following:

All that certain lot, tract or parcel of improved real estate more particularly described on **Exhibit “A”** attached hereto, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto (herein collectively called the “**Land**”);

The matters described in this **paragraph 1** are herein sometimes collectively called the “**Property**”.

**2. Purchase Price; Method of Payment.** The purchase price for the Property (herein called the “**Purchase Price**”), shall be **FOUR HUNDRED AND ONE THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$401,700.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments herein described, shall be paid on the Closing Date by Buyer to Seller by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

**3. Earnest Money.**

a. Contemporaneously with Buyer’s execution and delivery of this Agreement, Buyer has delivered to Leeann Walton, Clerk to the Currituck County Board of Commissioners, as escrow agent (herein called “**Escrow Agent**”) the sum of **TWENTY THOUSAND, EIGHTY**

**FIVE DOLLARS AND NO/100 DOLLARS (\$20,085.00)** which shall be deposited in accordance with the North Carolina daily deposit act in a noninterest bearing account.

b. If Buyer shall fail to deliver any Earnest Money to Escrow Agent on or before the date required by this agreement, then the Earnest Money theretofore deposited shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. All deposits by Buyer required pursuant to this **paragraph 3** shall be in the form of Buyer's check drawn against collected funds, payable to Escrow Agent, and no such deposit shall be deemed timely unless actually received by the date therefor set forth in this paragraph 3.

c. Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement.

d. On the Closing Date, the Earnest Money will be applied as part payment of the Purchase Price.

4. **Closing.** The closing of the purchase and sale of the Property (herein called "**Closing**"), shall be held at the offices of Buyer's attorney at such time and on such date (herein called the "**Closing Date**"), as may be specified by written notice from Buyer to Seller not less than **ten (10) days** prior thereto; **provided, however**, that the Closing Date shall be on or before **December 31, 2019** (herein called the "**Final Closing Date**") and, if Buyer shall fail to give notice designating the Closing Date, the Closing Date shall be, and the Closing shall take place at 10:00 A.M. on, the Final Closing Date.

5. **Access and Inspection; Examination by Buyer.**

a. Between the date of this Agreement and the Closing Date, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "**Buyer's Designees**") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; **provided, however**, that (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Project, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "**Buyer's Activities**") shall not damage the Property in any manner whatsoever, (ii) in the event the Property is altered or disturbed in any manner in connection

with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities, and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without the prior written consent of Seller.

b. Buyer shall have until **June 30, 2019** (herein called the "**Due Diligence Date**"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by: (i) giving written notice to Seller on or before the Due Diligence Date; and (ii) delivering to Seller, on or before Due Diligence Date, the items required by **subparagraph d** of this **paragraph 5** and **paragraph 15.b.** of this Agreement. In the event Buyer gives Seller the notice and delivers to Seller the items required by the immediately preceding sentence, then the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not terminate this Agreement in accordance with this **paragraph 5** on or before the Due Diligence Date, Buyer shall have no further right to terminate this Agreement pursuant to this **paragraph 5**.

c. Prior to any entry by Buyer or any of Buyer's Designees onto the Property, Buyer shall: (i) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Seller, covering all Buyer's Activities, with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00; and (ii) deliver to Seller a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificate of Insurance shall be delivered to Seller, at the address for notices set forth below Seller's execution of this Agreement). Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of the termination of this Agreement and the conclusion of all Buyer's Activities, or Closing.

d. Buyer acknowledges that Seller may deliver to Buyer certain documents and information in Seller's possession with regard to the

Property (hereinafter called the “**Due Diligence Materials**”). The Due Diligence Materials will be provided to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer’s informational purposes.

**5. Prorations and Adjustments to Purchase Price.** The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

a. All state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (herein called the “**Taxes**”), for the year in which Closing occurs shall be prorated as of the Closing Date on a calendar year basis.

b. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

**6. Title.**

a. For the purposes of this Agreement, “**good and marketable fee simple title**” shall mean such title as is insurable by a title insurance company licensed to do business in North Carolina, under its standard form of ALTA owner’s policy of title insurance, at its standard rates, subject only to the following (hereinafter called the “**Permitted Exceptions**”): (i) the standard or printed exclusions in the form of owner’s policy of title insurance referenced above; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) the lien for Taxes not due and payable on or before the Closing Date; (iv) zoning ordinances affecting the Property; (v) all easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record as of the date of Seller’s execution of this Agreement; (vi) the state of compliance or non-compliance of the Property, as of the date of Seller’s execution of this

Agreement, with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property; and **(vii)** all matters, if any, waived by Buyer pursuant to this **paragraph 7**.

b. Buyer shall have until **June 30, 2019** in which to examine title to the Property and in which to give Seller written notice of any objections which render Seller's title less than good and marketable fee simple title. Buyer may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Buyer's initial examination, but Buyer's failure to specify in its initial notice of title objections any objection appearing of record as of the date of such initial notice shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Buyer shall fail so to examine title to the Property or to give Seller such initial notice of title objections, Buyer shall be deemed to have waived all objections appearing of record as of **December 20, 2018**, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement.

c. Seller shall have until **July 15, 2019** in which to review Buyer's initial notice of title objections and, if Seller elects, in which to give Buyer written notice of any valid objections specified therein which Seller does not intend to attempt to satisfy. If Seller gives Buyer such written notice with respect to any objection specified in Buyer's initial notice of title objections, and if Buyer thereafter does not elect to terminate this Agreement pursuant to **paragraph 4** hereof, Buyer shall be deemed to have waived any objection specified in Buyer's initial notice of title objections as to which Seller has given Buyer such notice, and any such objection shall thereafter constitute a Permitted Exception under this Agreement.

d. Seller shall have until the Closing Date to satisfy all valid objections other than those waived by Buyer pursuant to **subparagraphs b and c** of this **paragraph 7**, and, if Seller fails to so satisfy any such valid objections, then, at the option of Buyer, and as its sole and exclusive alternatives and remedies, Buyer may either: **(i)** terminate this Agreement in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or **(ii)** waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

**8. Survey.** Buyer, at Buyer's option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of North Carolina to prepare a current and accurate survey of the Property (herein called the

“Survey”). If Buyer elects to obtain the Survey; Buyer shall cause **one (1)** print of the Survey to be delivered to Seller’s attorney at the address for copies of notices set forth below Seller’s execution of this Agreement. At Buyer’s option, the Survey will be utilized as the basis for the preparation of a legal description of the Property to be included in the deed to be delivered by Seller to Buyer at Closing.

**9. Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

a. Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller:

(i) a Warranty Deed, in recordable form, in the form of, and conveying the Land and the Improvements;

(ii) if Seller is not a Foreign Person, a Certificate and Affidavit of Non-Foreign Status;

(iii) a completed 1099-S request for taxpayer identification number and certification, and acknowledgment;

(iv) if requested by Buyer, a quitclaim deed conveying all of Seller’s right, title and interest in and to the Property in accordance with the legal description prepared from the Survey; and

(v) an affidavit and indemnity agreement in standard form regarding contractor’s and materialmen’s liens on the Property acceptable to Buyer’s title insurer.

b. Seller shall deliver to Buyer the following items, if the same have not been theretofore delivered by Seller to Buyer: Evidence in form and substance reasonably satisfactory to Buyer’s title insurer that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller’s duties and obligations under this Agreement, and the execution and delivery by Seller of all documents and other items to be executed and delivered to Buyer at Closing, have been accomplished.

c. Buyer shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

**10. Costs of Closing.** Seller shall bear and pay the Currituck County and State of North Carolina real estate transfer tax payable in connection with the conveyance of the Property and Seller’s attorneys’ fees. All other costs and expenses

of this transaction (including, without limitation, all recording costs, the costs of the Survey, **[all fees and costs incurred in connection with the transfer of the Property subject to the Existing Collateral Documents and Buyer's assumption of the Existing Note]**, the premiums **[for the mortgagee policy of title insurance to be delivered to Seller at Closing and]** for any owner's policy of title insurance issued in favor of Buyer insuring Buyer's title to the Property, and Buyer's attorneys' fees) shall be borne and paid by Buyer.

**11. Disclaimer of Warranties.** SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE SET FORTH IN THE LIMITED WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "**DISCLAIMED MATTERS**"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND

MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **PARAGRAPH 11**, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS **PARAGRAPH 11** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

**12. Possession at Closing.** Seller shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

**13. Remedies.**

a. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, the Earnest Money shall be delivered to and retained by Seller as Seller's full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Buyer, and Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages; **provided, however,** that the foregoing liquidated damages shall not apply to any duty, obligation, liability or responsibility which Buyer may have under the indemnification provisions of

**paragraphs 5 and 17** of this Agreement, as to which Seller shall have all rights and remedies provided for or allowed by law or in equity.

b. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedies, may exercise the following additional rights and remedies: **(i)** in the event of any default by Seller, Buyer shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and **(ii)** if, and only if, Seller's default is a refusal by Seller to convey the Property to Buyer as required by this Agreement, then Buyer shall have the right to sue Seller for specific performance of this Agreement, or Buyer shall have the right to sue Seller to collect actual monetary damages; **provided, however,** that in the event that Buyer elects to seek to recover damages from Seller on account of any default by Seller under this Agreement, Seller's liability to Buyer for all damages, of any nature whatsoever, shall not exceed the lesser of **(A)** Buyer's actual out-of-pocket costs and expenses incurred by Buyer in connection with its proposed acquisition of the Property, or **(B)** the amount of Earnest Money deposited by Buyer as of the date Seller receives notice from Buyer of a default by Seller, and Buyer shall not claim, sue for or accept an award for more than the maximum amount of damages hereinabove set forth on account of or in connection with this Agreement or any default by Seller under this Agreement. In no event shall Buyer have the right to recover from Seller any special or consequential damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this Agreement unless such inability is caused by a defect in Seller's title to the Property which is not a Permitted Exception under this Agreement, which arises subsequent to the date of Seller's execution of this Agreement, and which arises solely by reason of an affirmative act of Seller. Seller shall have no other liability to Buyer under this Agreement.

**14. Condemnation.**

a. In the event of commencement of eminent domain proceedings respecting any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice thereof. If all or any part of the Property is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, on or before the Due Diligence Date, and Buyer shall not elect to terminate this Agreement pursuant to **paragraph 5** hereof, Buyer shall have no right to terminate this Agreement by reason of such taking. If all or any material

part of the Property is taken by eminent domain proceedings after the Due Diligence Date, and prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such taking, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Property after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such taking.

b. If all or any part of the Property is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: **(i)** the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller on or before the Closing Date with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and **(ii)** at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking.

**15. Ownership of Information; Confidentiality Obligation.**

a. Any studies, data, reports, analyses, investigations, examinations, tests, inspections or writings of or with respect to the Property produced or obtained on behalf of or at the instance of Buyer shall be deemed the sole, confidential property of Seller as owner of the Property prior to the Closing Date, but shall become the sole, confidential property of Buyer from and after the Closing Date.

b. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately deliver to Seller, at Buyer's cost and expense and at no cost or expense to Seller: **(i)** a list setting forth the names of all persons or entities who conducted investigations, examinations, tests or inspections of or with respect to the Property on behalf of or at the instance of Buyer; **(ii)** all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with such investigations, examinations, tests or inspections; and **(iii)** an instrument in form and substance reasonably satisfactory to Seller transferring and assigning to Seller all of Buyer's rights, title and interest in or to the materials described in **clause (ii)**, above. No termination of this Agreement by Buyer pursuant to any provision of this Agreement permitting termination by Buyer shall be deemed

effective unless and until Buyer shall have delivered to Seller all items required by this **subparagraph b**.

b. No information or contents of any environmental reports, nor the results of any investigation of the Property, including, but not limited to, the contents of the report issued in connection therewith, shall be disclosed by Buyer or its agents, consultants or employees to any third party without Seller's prior written approval, unless and until Buyer is legally compelled to make such disclosure under applicable laws or until Buyer consummates its purchase of the Property pursuant to this Agreement. Notwithstanding the foregoing, Buyer may disclose such matters to Buyer's consultants and Buyer's directors, officers, employees, legal counsel and lenders or prospective lenders (herein collectively called the "**Related Parties**", the specific identities of which shall be supplied to Seller prior to any permitted disclosure to such party by Buyer) who, in Buyer's reasonable opinion, must know such information for the purpose of evaluating the same for Buyer as a potential purchaser of the Property. Buyer shall take all necessary actions to ensure that any Related Parties to whom such documents, items or information are furnished not make the same available or disclose the contents thereof to any person. If this Agreement is terminated for any reason, Buyer shall immediately return to Seller any and all documents, plans and other items furnished to Buyer or any Related Parties pursuant to this **subparagraph c** without retaining copies thereof. The provisions of this **subparagraph c** shall survive the consummation of the purchase and sale of the Property on the Closing Date hereunder or any termination or cancellation of this Agreement.

c. All studies, data, reports, analyses, writings and communications, including, without limitation, any environmental reports, shall be generated by any consultant for the use of Buyer's and Seller's attorneys and, to the fullest extent permitted by law, shall be the work product of both Buyer's and Seller's respective attorneys and shall constitute confidential attorney/client communications, and each party shall use its best efforts to ensure that such confidence and privilege is maintained.

#### **16. Broker and Commission.**

a. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that other than with regard to Broker, Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors, and there are and will be no broker's

commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications.

17. **Survival.** The provisions of **paragraphs 6, and 11** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of **paragraphs 5.d. and 16** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5.a.** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

18. **General Provisions.**

a. **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

b. **Facsimile as Writing.** The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary,

the printed product of a facsimile transmittal shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

c. **Assignment.** This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, and any such assignment without the consent of Seller shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. No assignment shall relieve Buyer of liability for the performance of Buyer’s duties and obligations under this Agreement.

d. **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

e. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

f. **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

g. **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

h. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

i. **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party’s rights hereunder. Waiver by any party of any right arising

from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

j. **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law].

k. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the “**Effective Date**” shall be deemed to refer to the later of the date of Buyer’s or Seller’s execution of this Agreement, as indicated below their executions hereon.

l. **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

m. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

n. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

o. **Attorney’s Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of

litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

p. **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

q. **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

r. **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

s. **No Lien.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

t. **No Recording.** In no event shall this Agreement or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Agreement by Buyer.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

ATTEST:

\_\_\_\_\_  
Leeann Walton, Clerk to the Board

**SELLER:**

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Bob White, Chairman

[COUNTY SEAL]

**BUYER:**

BEI TACTICAL, LLC

By: \_\_\_\_\_  
Scott Chierepko, Manager

**EXHIBIT A**

All of that parcel of land described as “Lot 9” on a map or plat entitled "Maple Commerce Park, Maple, North Carolina, Crawford Township, Currituck County” prepared by Hyman & Robey, PC, July 25, 2013 and recorded in Plat Cabinet N, Page 2 of the Currituck County Registry which map or plat is incorporated herein by reference as if fully set out.

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR  
CURRITUCK COUNTY, NORTH CAROLINA AUTHORIZING SALE  
OF PROPERTY HELD FOR ECONOMIC DEVELOPMENT  
PURPOSES PURSUANT TO SECTION 158-7.1 OF THE GENERAL  
STATUTES OF NORTH CAROLINA TO BEI TACTICAL, LLC**

WHEREAS, N.C. Gen. Stat. §158-7.1 authorizes a county to undertake an economic development project by conveying the property to a company in order to cause the company to locate or expand its operations within the county; and

WHEREAS, Currituck County is the owner and developer of Maple Commerce Park, Lot 9; and

WHEREAS, Currituck County and BEI Tactical, LLC have engaged in negotiation for the conveyance of Maple Commerce Park Lot 9, to the end that BEI Tactical, LLC may construct a training facility on the tract and have reached tentative agreement on the terms of the conveyance; and

WHEREAS, the Currituck County Board of Commissioners has held a public hearing to consider whether to approve conveyance of the Maple Commerce Park Lot 9 to BEI Tactical, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Currituck County Board of Commissioners that:

Section 1. The Chairman of the Board of Commissioners and the County Manager are authorized to execute the necessary documents to convey to BEI Tactical, LLC the real property more particularly described as follows:

All of that parcel of land described as "Lot 9" on a map or plat entitled "Maple Commerce Park, Maple, North Carolina, Crawford Township, Currituck County" prepared by Hyman & Robey, PC, July 25, 2013 and recorded in Plat Cabinet N, Page 2 of the Currituck County Registry which map or plat is incorporated herein by reference as if fully set out.

Section 2. The conveyance of Maple Commerce Park Lot 9 is expected to enhance the local economy, promote business and result in the creation of jobs in Currituck County.

Section 3. As consideration for the conveyance of Maple Commerce Park Lot 9, BEI Tactical, LLC will pay \$401,700.00 at closing. The facility to be constructed by BEI Tactical, LLC is expected to generate property tax

revenues, when combined with consideration paid at closing, in an amount that will return to the county the appraised tax value of the property or \$401,700.00.

Section 4. This resolution is effective upon its adoption and supersedes any prior or conflicting resolution.

ADOPTED the 18th day of February, 2019.

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Bob White, Chair  
Board of Commissioners

ATTEST:

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Leeann Walton,  
Clerk to the Board of Commissioners

(COUNTY SEAL)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2390)**

**Agenda Item Title**

Consideration and Action: Review and Adoption of Ordinance for Conditional Zoning, PB 18-23-Fost Tract

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2378)

**Agenda Item Title**

Consideration of Bid Award: Corolla Greenway, Phase V

**Brief Description of Agenda Item:**

Consideration and possible action on awarding the contract for Phase V construction of the Corolla Greenway

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

Eileen Wirth

February 8, 2019

Ms. Eileen Wirth, County Project Coordinator  
County of Currituck  
P. O. Box 70  
Currituck, NC 27929

SUBJECT: Currituck County Multi-Use Path  
Corolla Greenway – Phase V

Dear Ms. Wirth:

The subject project was advertised twice in the Coastland Times. The second advertisement was required as only two bids were received. Bids were received and opened in a place and manner required by North Carolina's general statutes and thereafter publicly opened and read at 11:00 AM on February 4, 2019 at the Historic Courthouse.

The submitted bids have been tabulated and have been reviewed for compliance with requirements set forth in the Contract Documents. A copy of the certified Bid Tabulation is attached for your records. Upon verification of bids received, the low base bid was submitted by Barnhill of Kitty Hawk, NC. A summary list of bidders and their corresponding total Base Bid with an Alternate selected are provided below:

| <u>Bidder:</u> | <u>Certified<br/>Bid</u> | <u>Certified<br/>Bid w/ Alternates (A-F)</u> | <u>Certified<br/>Plus Allowances (G-N)</u> |
|----------------|--------------------------|----------------------------------------------|--------------------------------------------|
| RPC            | \$ 421,168.45            | \$ 476,028.45                                | \$ 560,762.65                              |
| Barnhill       | \$ 419,556.50            | \$ 445,926.50                                | <u>\$ 545,692.00</u>                       |

We recommend the County accept the bids as verified based on the submitted documentation and recommend the award of the project contract to Barnhill. The intent for the County would be to select the Base Bid including Alternates A through F in awarding the project which will result in a contract amount of \$ 445,926.50 plus possible Allowances G through N and therefore a **total budget recommended amount of \$ 545,692.00.**

We appreciate the opportunity to work with Currituck County and look forward to the construction of this project.

Sincerely,  
Coastal Engineering & Surveying, Inc.

Carlos F. Gomez, PE, PLS  
President

Enclosure



## CURRITUCK COUNTY COROLLA GREENWAY - PHASE V

Bid Date

1-Feb-19

## BID SCHEDULE

## ENGINEERS ESTIMATE

## BARNHILL

## RPC

| Item     | Qty.   | Unit | Description                             |
|----------|--------|------|-----------------------------------------|
| 1        | 1      | LS   | Mobilization                            |
| 2        | 1      | LS   | Bonding                                 |
| 3        | 3,210  | LF   | Silt Fence                              |
| 4        | 705    | LF   | Construction Fence                      |
| 5        | 1      | LS   | Grubbing / Minimal Clearing             |
| 6        | 1      | LS   | Grading / Excavation / Backfill         |
| 7        | 25,013 | SF   | 4"x 10" Concrete Walkway (2,218 LF)     |
| 8        | 1,790  | SF   | 4"x 5" Concrete Walkway (384 LF)        |
| 9        | 12,301 | SF   | 4"x 6" Temp. Conc. Walkway (2,051 LF)   |
| 10       | 700    | SY   | Infiltration Swales                     |
| 11       | 11     | EA   | Bike Stop Signs                         |
| 12       | 24     | EA   | Warning Domes                           |
| 13       | 1      | LS   | Seeding / Stabilization                 |
| 14       | 1      | LS   | Testing                                 |
| 15       | 1      | LS   | Construction Staking                    |
| 16       | 1,654  | SF   | 6" Commercial Aprons (2)                |
| 17       | 9      | EA   | NCDOT Pedestrian Warning Signs          |
| 18       |        |      | DELETED                                 |
| 19       | 1      | LS   | Demolition (Ex. Conc. Walk)             |
| 20       | 2      | EA   | Stop Bars - Thermoplastic on Asph.      |
| 21       | 3      | EA   | Stop Bars - Painted on Conc.            |
| 22       | 3      | EA   | Wire Utility Box Relocation (Allowance) |
| 23       | 603    | SF   | 4"x 6" Perm. Conc. Walkway (84 L.F.)    |
| 24       | 360    | CY   | Select Backfill                         |
| SUBTOTAL |        |      |                                         |

| Unit Cost    | Item Total Cost |
|--------------|-----------------|
| \$ 9,000.00  | \$ 9,000.00     |
| \$ 11,000.00 | \$ 11,000.00    |
| \$ 3.67      | \$ 11,780.70    |
| \$ 3.00      | \$ 2,115.00     |
| \$ 30,000.00 | \$ 30,000.00    |
| \$ 70,000.00 | \$ 70,000.00    |
| \$ 5.00      | \$ 125,065.00   |
| \$ 5.00      | \$ 8,950.00     |
| \$ 5.00      | \$ 61,505.00    |
| \$ 5.00      | \$ 3,500.00     |
| \$ 70.00     | \$ 770.00       |
| \$ 300.00    | \$ 7,200.00     |
| \$ 6,000.00  | \$ 6,000.00     |
| \$ 13,000.00 | \$ 13,000.00    |
| \$ 18,000.00 | \$ 18,000.00    |
| \$ 12.00     | \$ 19,848.00    |
| \$ 333.34    | \$ 3,000.06     |
| \$ -         | \$ -            |
| \$ 7,000.00  | \$ 7,000.00     |
| \$ 400.00    | \$ 800.00       |
| \$ 300.00    | \$ 900.00       |
| \$ 2,500.00  | \$ 7,500.00     |
| \$ 8.00      | \$ 4,824.00     |
| \$ 25.00     | \$ 9,000.00     |
| 430,757.76   |                 |

| Unit Cost    | Item Total Cost |
|--------------|-----------------|
| \$ 8,600.00  | \$ 8,600.00     |
| \$ 2,445.00  | \$ 2,445.00     |
| \$ 4.30      | \$ 13,803.00    |
| \$ 4.30      | \$ 3,031.50     |
| \$ 16,500.00 | \$ 16,500.00    |
| \$ 70,325.00 | \$ 70,325.00    |
| \$ 4.90      | \$ 122,563.70   |
| \$ 4.90      | \$ 8,771.00     |
| \$ 4.90      | \$ 60,274.90    |
| \$ 5.80      | \$ 4,060.00     |
| \$ 250.00    | \$ 2,750.00     |
| \$ 220.00    | \$ 5,280.00     |
| \$ 9,240.00  | \$ 9,240.00     |
| \$ 13,780.00 | \$ 13,780.00    |
| \$ 19,080.00 | \$ 19,080.00    |
| \$ 11.55     | \$ 19,103.70    |
| \$ 360.00    | \$ 3,240.00     |
| \$ -         | \$ -            |
| \$ 5,850.00  | \$ 5,850.00     |
| \$ 138.00    | \$ 276.00       |
| \$ 83.00     | \$ 249.00       |
| \$ 2,500.00  | \$ 7,500.00     |
| \$ 17.90     | \$ 10,793.70    |
| \$ 34.00     | \$ 12,240.00    |
| 419,556.50   |                 |

| Unit Cost    | Item Total Cost |
|--------------|-----------------|
| \$ 9,000.00  | \$ 9,000.00     |
| \$ 7,410.00  | \$ 7,410.00     |
| \$ 3.50      | \$ 11,235.00    |
| \$ 2.75      | \$ 1,838.75     |
| \$ 30,000.00 | \$ 30,000.00    |
| \$ 76,920.00 | \$ 76,920.00    |
| \$ 4.45      | \$ 111,307.85   |
| \$ 4.55      | \$ 8,144.50     |
| \$ 4.45      | \$ 54,739.45    |
| \$ 4.50      | \$ 3,150.00     |
| \$ 75.00     | \$ 825.00       |
| \$ 310.00    | \$ 7,440.00     |
| \$ 7,900.00  | \$ 7,900.00     |
| \$ 13,000.00 | \$ 13,000.00    |
| \$ 18,000.00 | \$ 18,000.00    |
| \$ 12.80     | \$ 21,171.20    |
| \$ 350.00    | \$ 3,150.00     |
| \$ -         | \$ -            |
| \$ 11,240.00 | \$ 11,240.00    |
| \$ 750.00    | \$ 1,500.00     |
| \$ 650.00    | \$ 1,950.00     |
| \$ 2,500.00  | \$ 7,500.00     |
| \$ 8.90      | \$ 5,366.70     |
| \$ 23.00     | \$ 8,280.00     |
| 421,168.45   |                 |

## ALTERNATES A-F / ALLOWANCES G-N

| Item                            | Qty. | Unit | Description                                                          |
|---------------------------------|------|------|----------------------------------------------------------------------|
| A                               | 56   | LF   | 10' Thermal Plastic Brick Crosswalk - Herring St. at Corolla Bay     |
| B                               | 32   | LF   | 10' Thermal Plastic Brick Crosswalk - Sports Center at Corolla Light |
| C                               | 6    | EA   | Bench & 4"x8" Concrete Pads                                          |
| D                               | 1    | LS   | Stabilization Watering                                               |
| E                               | 72   | LF   | High Vis. Thermal Plastic Asph. (2)                                  |
| F                               | 1    | LS   | High Vis. Paint on Conc. (3)                                         |
| G                               | 600  | CY   | Undercut / Select Backfill                                           |
| H                               | 350  | LF   | 2 ft. Max Retaining Wall (Cut)                                       |
| I                               | 80   | LF   | 2 ft. + 18" Max Retaining Wall (Fill)                                |
| J                               | 46   | EA   | Flexible Roadway Delineators                                         |
| K                               | 700  | SY   | Excelsior Blankets for Stabilization                                 |
| L                               |      |      | DELETED                                                              |
| M                               |      |      | DELETED                                                              |
| TOTAL ALTERNATES AND ALLOWANCES |      |      |                                                                      |

| Unit Cost    | Item Total Cost |
|--------------|-----------------|
| \$ 200.00    | \$ 11,200.00    |
| \$ 200.00    | \$ 6,400.00     |
| \$ 1,200.00  | \$ 6,000.00     |
| \$ 15,000.00 | \$ 15,000.00    |
| \$ 50.00     | \$ 3,600.00     |
| \$ 1,200.00  | \$ 1,200.00     |
| \$ 35.00     | \$ 21,000.00    |
| \$ 95.00     | \$ 33,250.00    |
| \$ 98.00     | \$ 7,840.00     |
| \$ 40.00     | \$ 1,840.00     |
| \$ 3.00      | \$ 2,100.00     |
| \$ -         | \$ -            |
| \$ -         | \$ -            |
| 109,430.00   |                 |

| Unit Cost   | Item Total Cost |
|-------------|-----------------|
| \$ 165.00   | \$ 9,240.00     |
| \$ 178.00   | \$ 5,996.00     |
| \$ 1,565.00 | \$ 7,325.00     |
| \$ 1,200.00 | \$ 1,200.00     |
| \$ 22.00    | \$ 1,584.00     |
| \$ 825.00   | \$ 825.00       |
| \$ 38.00    | \$ 22,800.00    |
| \$ 109.00   | \$ 38,150.00    |
| \$ 115.00   | \$ 9,200.00     |
| \$ 110.00   | \$ 5,060.00     |
| \$ 2.75     | \$ 1,925.00     |
| \$ -        | \$ -            |
| \$ -        | \$ -            |
| 103,505.00  |                 |

| Unit Cost    | Item Total Cost |
|--------------|-----------------|
| \$ 278.00    | \$ 15,568.00    |
| \$ 278.00    | \$ 8,896.00     |
| \$ 1,140.00  | \$ 5,760.00     |
| \$ 15,000.00 | \$ 15,000.00    |
| \$ 88.00     | \$ 6,336.00     |
| \$ 3,360.00  | \$ 3,360.00     |
| \$ 37.50     | \$ 22,500.00    |
| \$ 100.00    | \$ 35,000.00    |
| \$ 100.00    | \$ 8,000.00     |
| \$ 95.00     | \$ 4,370.00     |
| \$ 2.80      | \$ 1,960.00     |
| \$ -         | \$ -            |
| \$ -         | \$ -            |
| 126,690.00   |                 |

## BID WITH ALTERNATES AND ALLOWANCES

\$ 540,187.76

\$ 523,061.50

\$ 547,858.45

## ADDITIVE ALLOWANCE

| Item | Qty. | Unit | Description              |
|------|------|------|--------------------------|
| N    | 963  | SF   | 1" Mill & Repair Asphalt |

| Unit Cost | Item Total Cost |
|-----------|-----------------|
| \$ 18.00  | \$ 17,334.00    |

| Unit Cost | Item Total Cost |
|-----------|-----------------|
| \$ 23.50  | \$ 22,630.50    |

| Unit Cost | Item Total Cost |
|-----------|-----------------|
| \$ 13.40  | \$ 12,904.20    |

## DEDUCTIVE ALTERNATE - TEMPORARY WALKWAY IN LIEU OF 4" CONC.

| Item                          | Qty.  | Unit | Description                             |
|-------------------------------|-------|------|-----------------------------------------|
| O                             | 12301 | SF   | 3' Conc. without Reinforcement          |
| - Deduction = Item O - Item 9 |       |      |                                         |
| P                             | 12301 | SF   | 1" Granite Scr. #10 + 3" Asph. Millings |
| - Deduction = Item P - Item 9 |       |      |                                         |

| Unit Cost | Item Total Cost |
|-----------|-----------------|
| \$ 4.00   | \$ 49,204.00    |
| \$ (1.00) | \$ (12,301.00)  |
| \$ 2.50   | \$ 30,762.50    |
| \$ (2.50) | \$ (30,752.50)  |

| Unit Cost | Item Total Cost |
|-----------|-----------------|
| \$ 4.00   | \$ 49,204.00    |
| \$ (0.45) | \$ (5,535.45)   |
| \$ 1.50   | \$ 18,451.50    |
| \$ (2.95) | \$ (36,287.95)  |

## TEMPORARY CONCRETE WALKWAY

4" Conc. Temporary [ Item 9 ]

Low Bid Base \$ 523,061.50

THERMOPLASTIC CROSSING  
CONDITIONING

+ 1" Mill and repair Asphalt [ Item N ]

\$ 22,630.50

## BARNHILL

Base + [ N ] \$ 545,692.00

## RPC

Base + [ N ] \$ 560,762.65

## RECOMMENDATION TOTALS

## BASE

\$ 419,556.50

Alternates A, B, C, D, E, and F

\$ 26,370.00

Allowances G, H, I, J, K, and N

\$ 99,765.50

Total Budget Amount Recommended This Contract

\$ 545,692.00

## DIFFERENCE TO LOW BIDDER

\$ 15,070.65

## \* NOTE

THE ALTERNATE DEDUCTION IS THE CALCULATED DIFFERENTIAL OF THE GIVEN ALTERNATE TOTAL COST SUBTRACTED BY [ ITEM 9 ] TOTAL COST

Attachment: Corolla Greenway-Final Bid Tabulation and Recommendation to the BOC (Bid Award-Corolla Greenway, Phase V)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2385)

**Agenda Item Title**

ABC Board

**Brief Description of Agenda Item:**

The following members are eligible for reappointment, by Board consensus:

Sybil O'Neal

Harold Capps, Sr.

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

**ABC BOARD  
3 Year Terms**

| Incumbent             | Nominated by | New Appointee | Nominated by | Date of Appointment | End of Term    |
|-----------------------|--------------|---------------|--------------|---------------------|----------------|
| O. Vance Aydlett, Jr. | Consensus    |               |              | 11/21/16            | 1st 9/1/2019   |
| David Griggs*         | Consensus    |               |              | 5/16/2016           | 2nd 2/16/2019  |
| Harold Capps, Sr.     | Consensus    |               |              | 9/21/2015           | 1st 9/1/2018   |
| Sybil O'Neal          | Consensus    |               |              | 11/21/2016          | Unexp 9/1/2018 |
| Mike Payment          | Consensus    |               |              | 5/16/2016           | 1st 2/16/2019  |
|                       |              |               |              |                     |                |
|                       |              |               |              |                     |                |

**Can Be Reappointed**

Commissioner Payment serves on this Board

\*Chairman-David Griggs designated June 6, 2016



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2384)

**Agenda Item Title**

Historic Preservation Commission

**Brief Description of Agenda Item:**

Josh Bass is eligible for reappointment to the Historic Preservation Commission. This is a Board consensus appointment.

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

**HISTORIC PRESERVATION COMMISSION**  
**4 Year Terms**

| Incumbent                 | Nominated by | New Appointee           | Nominated by | Date of Appointment | End of Term      |
|---------------------------|--------------|-------------------------|--------------|---------------------|------------------|
|                           | Consensus    | <i>Josh Bass</i>        | Consensus    | 1/17/2017           | <i>1/17/2019</i> |
|                           | Consensus    | <i>Horace Bell</i>      | Consensus    | 1/17/2017           | <i>1/17/2020</i> |
|                           | Consensus    | <i>Virginia Serpico</i> | Consensus    | 1/17/2017           | <i>1/17/2020</i> |
|                           | Consensus    | <i>Mary Simmons</i>     | Consensus    | 1/17/2017           | <i>1/17/2021</i> |
|                           | Consensus    | <i>Barbara Snowden</i>  | Consensus    | 1/17/2017           | <i>1/17/2021</i> |
|                           |              |                         |              |                     |                  |
| <b>Can Be Reappointed</b> |              |                         |              |                     |                  |

*Initial Terms: 1-Two Year 2-Three Year 2-Four Year*  
*Term Expirations listed as recommended by BOC*



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2383)**

**Agenda Item Title**

Planning Board Appointments

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

PLANNING BOARD  
2 Year Terms

| Incumbent            | Nominated by | New Appointee | Nominated by      | Date of Appointment                  | End of Term            |
|----------------------|--------------|---------------|-------------------|--------------------------------------|------------------------|
| Ana Hilgendorf       | District 1   |               | Bob White         | December 3, 2018                     | 1st Term<br>12/31/2020 |
| Steven Craddock      | District 2   |               | Selina Jarvis     | February 20, 2017                    | 2nd Term<br>12/31/2018 |
| James Timothy Thomas | District 3   |               | Mike Payment      | February 6, 2017                     | 1st Term<br>12/31/2018 |
| C. Shay Ballance     | District 4   |               | Paul Beaumont     | January 17, 2017                     | 1st Term<br>12/31/2018 |
| Carol Bell           | District 5   |               | J. Owen Etheridge | January 4, 2016                      | 2nd Term<br>12/31/2017 |
| Fred Whiteman        | At-Large     |               | Kevin McCord      | January 2012-2016<br>January 3, 2017 | 2nd Term<br>12/31/2018 |
| Joanne DiBello       | At-Large     |               | Kitty Etheridge   | Nov 5, 2018                          | Unexp.<br>12/31/2019   |
|                      |              |               |                   |                                      |                        |
|                      |              |               |                   |                                      |                        |

Can Be Reappointed

Must be replaced



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2391)**

**Agenda Item Title**

Recreation Advisory

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

RECREATION ADVISORY BOARD  
2 Year Terms

| Incumbent    | District Served | New Appointee           | Nominated by    | Date of Appointment | End of Term              |
|--------------|-----------------|-------------------------|-----------------|---------------------|--------------------------|
| Ryan Hodges  | District 1      |                         | Bob White       | 8/6/2018            | 2nd Term<br>January 2020 |
| Liz Turner   | District 2      |                         | Selina Jarvis   | 6/19/2017           | 1st Term<br>January 2019 |
| Robin Kane   | District 3      |                         | Mike Payment    | 4/16/2018           | 2nd Term<br>January 2020 |
| Rick Vasko   | District 4      | No longer able to serve | Paul Beaumont   | 4/3/2017            | 1st Term<br>January 2019 |
| Peter Aitken | District 5      |                         | Owen Etheridge  | 4/16/2016           | 2nd Term<br>January 2020 |
| Kevin McCord | At-Large        |                         | Kevin McCord    | 1/19/2016           | 1st Term<br>January 2018 |
| Ellen Owens  | At-Large        |                         | Kitty Etheridge | 1/2017 1st term exp | 2nd Term<br>January 2019 |
|              |                 |                         |                 | 1/3/2017            |                          |

**Must be replaced**

**Commissioner McCord Serves on this Board**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2387)**

**Agenda Item Title**

Senior Citizens Advisory

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

SENIOR CITIZEN ADVISORY BOARD  
2 Year Terms

| Incumbent           | Nominated by | New Appointee | Nominated by    | Date of Appointment | End of Term    |
|---------------------|--------------|---------------|-----------------|---------------------|----------------|
| Cindy Scott         | District 1   |               | Bob White       | 3/6/2017            | 1st 2/1/2019   |
| Rita Ferebee        | District 2   |               | Selina Jarvis   | 8/6/2018            | 2nd 2/1/2020   |
| Janet Lovell        | District 3   |               | Mike Payment    | 2/6/2017            | 1st 2/1/2019   |
| Michael Williams    | District 4   |               | Paul Beaumont   | 11/5/2018           | Unexp 2/1/2019 |
| Mary Ellen Maxwell  | District 5   |               | Owen Etheridge  | 4/3/2017            | Unexp 2/1/2018 |
| Betty Ann Fairchild | At-Large     |               | Kevin McCord    | 8/20/2018           | Unexp 2/1/2020 |
| Alisa Hugdahl       | At-Large     |               | Kitty Etheridge | 8/6/2018            | Unexp 2/1/2020 |

Can Be Reappointed

Must be replaced

Commissioner Etheridge Serves on this Board



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2379)**

**Agenda Item Title**

Amended-Resolutions Approving Amendments to Albemarle Commission Charter and Commission Member Appointments

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

A RESOLUTION REQUESTING AMENDMENT OF  
THE 1997 RESOLUTION MODIFYING AND  
AMENDING RESOLUTIONS CREATING  
THE REGIONAL PLANNING COMMISSION  
KNOWN AS THE ALBEMARLE COMMISSION

**WHEREAS**, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

**WHEREAS**, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

**WHEREAS**, N.C. Gen. Stat. ' 153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

**WHEREAS**, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

**WHEREAS**, the 1997 Resolution provides, in Article II thereof, the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

**WHEREAS**, the Board of Delegates for the Albemarle Commission, after due and diligent consideration, desire to obtain a modification and amendment to the 1997

Resolution in order to change the appointment method of delegates and the terms for delegates.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Delegates hereby requests that each of the counties comprising the Albemarle Commission adopt and enact a first amendment to the 1997 Resolution that reads substantially as follows:

**“Section 1.** By replacing Articles I through VIII thereof with the following:

## ARTICLE I

### NAME

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

## ARTICLE II

### ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- 1) The governing board of each member government shall appoint one “Commissioner” delegate who must be a member of the member government’s governing board. Commissioner delegates who no longer hold office as an elected member of their member government’s governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- 2) Four additional “At Large” delegates who do not hold an elective office shall be initially appointed as follows:

- (a) One delegate appointed by Camden County's governing board;
- (b) One delegate appointed by Chowan County's governing board;
- (c) One delegate appointed by Currituck County's governing board;
- (d) One delegate appointed by Dare County's governing board.

The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below.

Successors shall thereafter be appointed by the governing board's member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over (e.g., two years after the year this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

- 3) The immediate past chair shall serve for one year as an ex-officio, non-voting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A

delegate may be removed with or without cause by the appointing member government's governing board. Appointment to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government's governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

### ARTICLE III

#### POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- (1) Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- (2) Employ personnel;
- (3) Contract with consultants;

- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;
- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;
- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

#### ARTICLE IV

##### FINANCES

Funding for the Albemarle Commission's administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government's proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year which shall be submitted to the member governments for review and comment not later than May 1.

#### ARTICLE V

##### BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159, Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

#### ARTICLE VI

##### WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years' written notice to the other member governments.

#### ARTICLE VII

##### AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

#### ARTICLE VIII

##### DISSOLUTION

If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission's assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

|                                     |   |                    |   |                     |
|-------------------------------------|---|--------------------|---|---------------------|
| <u>Member Government Population</u> | X | Total Dollar       | = | Member government's |
| Total population of                 |   | Value of Albemarle |   | Share               |
| Member governments                  |   | Commission assets  |   |                     |

**Section 2.** All provisions of resolutions creating, amending or modifying the 1997 Resolution which are not re-enacted by this resolution, are hereby repealed.

**Section 3.** This resolution shall take effect immediately upon its unanimous adoption by the Counties.”

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman, Albemarle Commission Board  
of Delegates

ATTEST:

\_\_\_\_\_  
Executive Director

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FIRST AMENDMENT TO 1997  
RESOLUTION MODIFYING AND  
AMENDING RESOLUTIONS CREATING  
THE REGIONAL PLANNING COMMISSION  
KNOWN AS THE ALBEMARLE COMMISSION

**WHEREAS**, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

**WHEREAS**, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

**WHEREAS**, N.C. Gen. Stat. ' 153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

**WHEREAS**, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

**WHEREAS**, Article II of the 1997 Resolution provides the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

**WHEREAS**, the Counties, after due and diligent consideration, desire to modify and amend the 1997 Resolution through this First Amendment to the 1997 Resolution to change the method for appointment of delegates and the terms for delegates.

**NOW, THEREFORE, BE IT RESOLVED** by each of the Boards of Commissioners

for the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington, in separate sessions duly convened, by the adoption and enactment of this First Amendment to the 1997 Resolution by each of the Boards, do hereby modify and amend the 1997 Resolution as follows:

**Section 1.** By replacing Articles I through VIII thereof with the following:

## ARTICLE I

### NAME

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

## ARTICLE II

### ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- 1) The governing board of each member government shall appoint one “Commissioner” delegate who must be a member of the member government’s governing board. Commissioner delegates who no longer hold office as an elected member of their member government’s governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- 2) Four additional “At Large” delegates who do not hold an elective office shall be initially appointed as follows:
  - (a) One delegate appointed by Camden County’s governing board;

- (b) One delegate appointed by Chowan County's governing board;
- (c) One delegate appointed by Currituck County's governing board;
- (d) One delegate appointed by Dare County's governing board.

The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below.

Successors shall thereafter be appointed by the governing board's member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over (e.g., two years after the year in which this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

- 3) The immediate past chair shall serve for one year as an ex-officio, non-voting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A delegate may be removed with or without cause by the appointing member government's governing board. Appointment to fill vacancies shall be made for the remainder of the

unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government's governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

### ARTICLE III

#### POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- (1) Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- (2) Employ personnel;
- (3) Contract with consultants;
- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;

- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;
- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

#### ARTICLE IV

##### FINANCES

Funding for the Albemarle Commission's administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government's proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year showing the anticipated contribution of each county which budget shall be submitted to the member governments for review and comment not later than May 1.

#### ARTICLE V

##### BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159,

Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

## ARTICLE VI

### WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years' written notice to the other member governments.

## ARTICLE VII

### AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

## ARTICLE VIII

### DISSOLUTION

If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission's assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

$$\frac{\text{Member Government Population}}{\text{Total population of Member governments}} \times \text{Total Dollar Value of Albemarle Commission assets} = \text{Member government's Share}$$

**Section 2.** All provisions of resolutions creating, amending or modifying the 1997 Resolution which are not re-enacted by this resolution, are hereby repealed.

**Section 3.** This resolution shall take effect immediately upon its unanimous adoption by the Counties.

ADOPTED the 18th day of February, 2019.

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Chairman, Currituck County  
Board of Commissioners

ATTEST:

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Clerk to the Board  
(SEAL)

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## CURRITUCK COUNTY NORTH CAROLINA

February 4, 2019

Minutes – Regular Meeting of the Board of Commissioners

### WORK SESSION

#### 1. 3:30 PM Solar Arrays

The Currituck County Board of Commissioners met in a work session to review and clarify changes made to the Solar Ordinance based on discussion at the Board's annual retreat held in January. The Board had asked staff to define "family" in the solar ordinance as it related to property ownership transfers and decommissioning. The Board also modified the time frame for screening to reach 100% opacity from 3 years to 5 years. Further discussion at the work session resulted in a requirement that screening landscape plans be certified by a landscape architect, landscape contractor or certified arborist; a requirement that doors to inverter facilities be placed on buildings so as to not interfere with radar operations at Northwest Base; that a single project among multiple owners must have physically abutting property lines and be contiguous and cannot be separated by a roadway; require property owners to be responsible for maintaining their own ditching and that access be provided to the county for equipment to perform ditch maintenance if necessary. Water testing was discussed and resulted in no change to the ordinance. The work session concluded at 4:28 PM.

#### 2. 5:00 PM Developmental Fees

The Board of Commissioners held a second work session to hear information on new requirements effecting utility impact fees paid by developers. County Manager, Dan Scanlon, explained new rules established by the North Carolina General Assembly now require counties to develop a process for determining impact fees charged to developers for construction of new subdivisions. Elaine Conti of Raftelis Financial Consultants developed the calculation formula for the county and attended the work session to present the information to the Board. Ms. Conti used a powerpoint to provide an overview of the new requirements, and she reviewed the process and methodology used to develop and calculate fee maximums for each county utility. She responded to Board questions during presentation. Mr. Scanlon said the legislation requires a public review and comment period followed by presentation and public hearing, likely at an April Commissioner meeting. The Board thanked Ms. Conti for attending and the work session concluded at 5:10 PM.

#### 6:00 PM CALL TO ORDER

The Currituck County Board of Commissioners met at 6:00 PM for a regular meeting in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

| Attendee Name | Title | Status | Arrived |
|---------------|-------|--------|---------|
|---------------|-------|--------|---------|

Communication: BOC Meeting Minutes for February 4, 2019 (Approval Of Minutes for February 4, 2019)

|                        |               |         |  |
|------------------------|---------------|---------|--|
| Bob White              | Commissioner  | Present |  |
| Mike H. Payment        | Vice Chairman | Present |  |
| Paul M. Beaumont       | Commissioner  | Present |  |
| J. Owen Etheridge      | Commissioner  | Present |  |
| Mary "Kitty" Etheridge | Commissioner  | Present |  |
| Selina S. Jarvis       | Commissioner  | Present |  |
| Kevin E. McCord        | Commissioner  | Present |  |

Chairman White called the meeting to order.

**A) Invocation & Pledge of Allegiance-Pastor Casey Carlton, Powells Point Baptist Church**

Pastor Casey Carlton of Powells Point Baptist Church attended to offer the Invocation and lead the Pledge of Allegiance.

**B) Approval of Agenda**

Commissioner Mary Etheridge moved for approval of the agenda. Commissioner McCord seconded the motion. The motion passed unanimously and the agenda was approved:

Approved agenda:

**Work Session**

3:30 PM Solar Arrays

5:00 PM Developmental Fees

**6:00 PM Call to Order**

A) Invocation & Pledge of Allegiance-Pastor Casey Carlton, Powells Point Baptist Church

B) Approval of Agenda

**Public Comment**

*Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.*

**Commissioner's Report**

**Public Hearings**

**A) PB 08-48 Cape Currituck (Horgan/Mason):** PB 08-48 Cape Currituck (Horgan/Mason): Amended Conditional District-Planned Unit Development Zoning Overlay to decrease the number of dwelling units/density, canal realignment, reduce

wetland fill, and reorient development layout on property located at 291 West Side Lane, Powells Point, Poplar Branch Township, Parcel Identification Numbers 0112-000-003B-0000 and 0112-000- 003C-0000.

- B) PB 18-27 University Park LLC:** Amend 2006 Land Use Plan/future classification map from Limited Service to Full Service to allow an increase in density from 1.5 units per acre to 3 units per acre located at the University Park development, PINs: 0131-000- 097A-0000, 124J-000-OSP2-0000, 0131-000-095A-0000, 124J-000-00B1 through 00B6- 0000, 124J-000-00C1 through 00C6-0000, 124J-000-00D1 through 00D6-0000, 124J- 000-00E1 through 00E6-0000, 124J-000-00F1 through 00F6-0000, and 124J-000-00G1 through 00G3-0000, Poplar Branch township.
- C) PB 18-23 Fost Tract:** Rezone 228.83 acres from Agricultural (AG) to Planned Development - Residential (PD-R) on property located in Moyock on the west side of Caratoke Highway, north of Ranchland Subdivision, PIN 0015-000-0086-0000, Moyock Township.

### **New Business**

- A) Resolution Authorizing Contract by and between CT Mechanical, Inc. and County of Currituck Pursuant to N.C. Gen. Stat. §14-234**
- B) An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III of the Code of Ordinances by Repealing Division 2. Economic Development Advisory Board**
- C) Board Appointments**
1. Tourism Advisory Board
- D) Consent Agenda**
1. Approval Of Minutes for January 22, 2019
  2. Budget Amendments
  3. Amendment to Contract to Audit Accounts
  4. Designation of Applicant Agent-FEMA Grant
  5. Petition for Road Addition to State Maintenance-Moyock Crossing
  6. Petition for Road Addition to State Maintenance-Herring Street, Corolla
- E) County Manager's Report**

**Adjourn****Special Meeting of the Tourism Development Authority**

TDA-Budget Amendments

**Adjourn Special Meeting of the Tourism Development Authority**

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Mary "Kitty" Etheridge, Commissioner                                                                                                                                                                                          |
| <b>SECONDER:</b> | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

**PUBLIC COMMENT**

*Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.*

Chairman White opened the Public Comment period.

Barbara Snowden of Currituck talked about the 350th Anniversary Passbook activity and noted three prize winners were from Currituck County. She unveiled a painting of the Historic Courthouse as it looked in 1898 and gifted the painting to Currituck County. Ms. Snowden introduced the artist, Mary Edwards, and highlighted some unique features of the Historic Courthouse.

Melissa Reynolds of Currituck announced an upcoming Currituck Cares event being held to raise awareness of the local organizations that support youth in the county. An event flyer was distributed to Commissioners.

Marion Gilbert of Moyock asked the Board to consider installing community boards at the County's recycling centers as a way to communicate with citizens.

Tina Williams of Moyock urged approval of the Fost Tract rezoning request on the Board agenda and said it will benefit the community.

Karen Brown of Kill Devil Hills read a letter on behalf of the Outer Banks Chamber of Commerce Board of Directors that encouraged County Commissioners to consider diverse housing and high-density development in Currituck County.

No one else was signed up nor wished to speak and the Public Comment period was closed.

**COMMISSIONER'S REPORT**

Chairman White reported on the Board's recent attendance at the University of North Carolina School of Government Essentials of County Government and Ethics training. He announced the Board held their annual Retreat in January and encouraged citizens to attend Board work

sessions and meetings and noted the Board has worked hard to ensure items are discussed in open forum.

Commissioner Mary Etheridge and Commissioner Beaumont both echoed the comments made by Chairman White.

Commissioner McCord recognized 911 operator Brandi Leary who assisted a couple over the phone with the birth of a baby.

Commissioner J. Owen Etheridge also echoed prior Commissioner comments regarding the Board retreat and Essentials training classes. He said his wife works as a 911 operator, and it is a tough job.

Commissioner Jarvis said she learned a lot at Essentials training and was thankful for the opportunity to attend.

## **PUBLIC HEARINGS**

### **A. PB 08-48 Cape Currituck (Horgan/Mason):**

Commissioner Jarvis moved to defer the Public Hearing for PB 08-48, Cape Currituck amended conditional district planned unit development zoning overlay to the February 18, 2019 meeting.

The motion was seconded by Commissioner Mary Etheridge. The motion passed unanimously.

|                  |                                                                                                                                                                                                                               |                                |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>CONTINUED [UNANIMOUS]</b>                                                                                                                                                                                                  | <b>Next: 2/18/2019 6:00 PM</b> |
| <b>MOVER:</b>    | Selina S. Jarvis, Commissioner                                                                                                                                                                                                |                                |
| <b>SECONDER:</b> | Mary "Kitty" Etheridge, Commissioner                                                                                                                                                                                          |                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |                                |

### **B. PB 18-27 University Park LLC:**

Planning and Community Development Director, Laurie LoCicero, explained the applicant has requested a deferral until the March 18, 2019, meeting of the Board of Commissioners because of health issues. A copy of a letter was made available to each Board member.

Commissioner Payment moved to approve the request for deferral of PB 18-27, University Park, LLC, until the March 18, 2019 Board meeting.

The motion was seconded by Commissioner McCord. The motion passed unanimously.

|                  |                                                                                                                                                                                                                               |                                |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>CONTINUED [UNANIMOUS]</b>                                                                                                                                                                                                  | <b>Next: 3/18/2019 6:00 PM</b> |
| <b>MOVER:</b>    | Mike H. Payment, Vice Chairman                                                                                                                                                                                                |                                |
| <b>SECONDER:</b> | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |                                |

**C. PB 18-23 Fost Tract:**

| APPLICATION SUMMARY                                                                                                                                                                                                                                 |                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Property Owner:</b><br>Sandra Davis Fost and Iris Ann O'Connor<br>121 Soundshore Dr<br>Currituck NC 27929                                                                                                                                        | <b>Applicant:</b><br>Allied Properties LLC<br>417 Caratoke Hwy Unit D<br>Moyock NC 27958 |
| <b>Case Number:</b> PB 18-23                                                                                                                                                                                                                        | <b>Application Type:</b> Planned Development                                             |
| <b>Parcel Identification Number:</b><br>0015-000-0086-0000                                                                                                                                                                                          | <b>Existing Use:</b> Cultivated Farmland                                                 |
| <b>Land Use Plan Classification:</b> Full Service                                                                                                                                                                                                   | <b>Parcel Size (Acres):</b> 228.83                                                       |
| <b>Moyock Small Area Plan Classification:</b><br>Limited Service                                                                                                                                                                                    | <b>Zoning History:</b> 1989 (A), 1974 (A-40), 1970 and 1971 (RA-20)                      |
| <b>Current Zoning:</b> AG                                                                                                                                                                                                                           | <b>Proposed Zoning:</b> PD-R                                                             |
| <b>Request:</b> Rezone 228.83 acres from Agricultural (AG) to Planned Development – Residential (PD-R) on property located in Moyock on the west side of Caratoke Highway, north of Ranchland Subdivision, PIN 0015-000-0086-0000, Moyock Township. |                                                                                          |

**NARRATIVE**

The applicant's objective is "to build a community that has a creative design, providing a mix of different residential uses in close proximity to one another, while at the same time providing an efficient use of open space that promotes an active lifestyle and strong sense of community. Limited, small scale commercial uses are proposed, primarily to serve the needs of the residents in this development." The proposal includes a total of 513 dwelling units with a mix of townhomes and conventional single-family homes. The proposal also includes up to 22,000 sf of neighborhood commercial located on the street level of townhome units and approximately 85 acres of open space. Recreational amenities include a clubhouse, recreational area, a multi-use path that traverses the site, and sidewalks on both sides of all streets with appropriate crossings at intersections. There is also a designated utility area near the back of the property that will include a private sewer package plant.

**COMMUNITY MEETING**

A community meeting was held on August 21, 2018 at the Moyock Library. Primary comments and concerns were regarding drainage, school impacts, traffic, sheriff/fire/social services impacts, and parking. Several residents were interested in the neighborhood commercial component.

**SURROUNDING PARCELS**

|       | LAND USE                                         | ZONING      |
|-------|--------------------------------------------------|-------------|
| NORTH | SINGLE-FAMILY DWELLINGS,<br>RETAIL               | AG, GB, SFM |
| SOUTH | SINGLE-FAMILY DWELLINGS,<br>CULTIVATED FARM LAND | AG, SFM     |
| EAST  | SINGLE-FAMILY DWELLINGS,<br>CULTIVATED FARMLAND  | GB, SFM     |

|      |                                                 |    |
|------|-------------------------------------------------|----|
| WEST | SINGLE-FAMILY DWELLINGS,<br>CULTIVATED FARMLAND | AG |
|------|-------------------------------------------------|----|

**LAND USE PLAN**

THE 2006 LAND USE PLAN CLASSIFIES THIS SITE AS FULL SERVICE WITHIN THE MOYOCK SUBAREA. THE POLICY EMPHASIS FOR THE MOYOCK SUBAREA IS ON PROPERLY MANAGING THE INCREASED URBAN LEVEL OF GROWTH THAT THIS AREA IS SURE TO EXPERIENCE OVER THE NEXT DECADE AND BEYOND. WHERE CENTRAL SEWER IS PROPOSED, ADDITIONAL SERVICES ARE AVAILABLE, AND THE CHARACTER OF THE SURROUNDING AREAS SUPPORTS IT, HIGHER DENSITY RANGING FROM 3-4 UNITS PER ACRE COULD BE CONSIDERED. THE PROPOSED PLAN IS CONSISTENT WITH SOME POLICIES IN THE PLAN; HOWEVER, IT IS INCONSISTENT WITH THE FOLLOWING POLICY OF THE PLAN:

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| POLICY<br>HN1 | <p>Currituck County shall encourage development to occur at densities appropriate for the location.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>The adjoining subdivision, Ranchland, to the east has a significantly lower density (.58 units/acre) and larger lots (1.44 acre average lot size) than that of the proposed development at 2.25 units per acre and approximately .33 acres average lot size. While a buffer is proposed, there is concern that the lot size and density of the proposed development is incompatible with the existing neighborhood.</li> <li>The applicant calls out several recently approved subdivisions with densities and lot sizes similar to this request. Each of those subdivisions is further north of this development in the targeted growth area for higher density in Moyock, where county water and wastewater are available.</li> <li>Public sewer is not available to this property and an adjoining subdivision to the south (AKA "Auto Auction Property") was recently denied a connection to the county wastewater system because this is not a targeted growth area for Moyock.</li> </ul> |
| POLICY<br>NH1 | <p>The county recognizes the risk to life and property that exist within SPECIAL FLOOD HAZARD AREAS that may be inundated during major storm events. The county will continue taking measures to mitigate these risks and will avoid taking any action in these areas that materially increase risks to life and property.</p> <ul style="list-style-type: none"> <li>It should be noted that the newly adopted flood maps remove this property from an AE 5.4' flood zone to the X flood zone; however, flooding on the front of the property has been documented with significant rain events.</li> <li>Even though the property has been removed from the flood zone, the CAMA Planning Objective for Natural Hazard areas is to develop policies that minimize threats to life, property, and natural resources resulting from development located in or adjacent to hazard areas, such as those subject to erosion, high winds, storm surge, FLOODING, or sea level rise.</li> </ul>                                                                                                                                                                    |

**MOYOCK SMALL AREA PLAN**

Communication: BOC Meeting Minutes for February 4, 2019 (Approval Of Minutes for February 4, 2019)

IN 2013, THE BOARD OF COMMISSIONERS RECOGNIZED THE UNIQUENESS OF MOYOCK AND THE CONCERNS OF THE AREA'S CITIZENS, SO THEY COMMISSIONED THE MOYOCK SMALL AREA PLAN (MSAP) TO COMPREHENSIVELY REVIEW GROWTH AND DEVELOPMENT. THE MSAP EXAMINES ISSUES, CONCERNS, AND EXPECTATIONS OF THE MOYOCK COMMUNITY AND ESTABLISHES PUBLIC POLICY THAT WORKS TO ACCOMPLISH THE PUBLIC'S VISION. THE MSAP INCLUDES POLICIES THAT WILL ADDRESS GROWTH MANAGEMENT, SENSE OF PLACE AND QUALITY OF LIFE, AND ECONOMIC DEVELOPMENT SPECIFIC TO MOYOCK. THE MSAP PLAN CLASSIFIES THIS SITE AS LIMITED SERVICE. THE POLICY EMPHASIS FOR LIMITED SERVICE IS FOR THE LAND TO BE LESS INTENSELY DEVELOPED THAN FULL SERVICE AREAS. LIMITED SERVICE DESIGNATIONS PROVIDE FOR LIMITED AVAILABILITY TO INFRASTRUCTURE AND SERVICES AND LOW TO MODERATE RESIDENTIAL DENSITIES. RESIDENTIAL DENSITIES IN THIS DESIGNATION RANGE BETWEEN 1 – 1.5 UNITS PER ACRE. THE PROJECT IS ABOVE THE ALLOWABLE DENSITIES IN THE PLAN AT 2.25 UNITS PER ACRE. THE PROPOSED PLAN IS CONSISTENT WITH SOME POLICIES OF THE PLAN; HOWEVER, IT IS INCONSISTENT WITH THE FOLLOWING POLICIES OF THE PLAN:

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| POLICY<br>FLU1 | <p>PROMOTE COMPATIBILITY BETWEEN NEW DEVELOPMENT AND EXISTING DEVELOPMENT TO AVOID ADVERSE IMPACTS TO THE EXISTING COMMUNITY.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>The adjoining subdivision, Ranchland, to the east has a significantly lower density (.58 units/acre) and larger lots (1.44 acre average lot size) than that of the proposed development at 2.25 units per acre and approximately .33 acres average lot size. While a buffer is proposed, there is concern that the lot size and density of the proposed development is incompatible with the existing neighborhood.</li> <li>The applicant calls out several recently approved subdivisions with densities and lot sizes similar to this request. Each of those subdivisions is further north of this development in the targeted growth area for higher density in Moyock, where county water and wastewater are available.</li> </ul> |
| POLICY<br>CC1  | <p>ENCOURAGE AND FOSTER DEVELOPMENT THAT IS COMPATIBLE WITH RURAL ATMOSPHERE, TRANSITIONAL AREAS, AND A SMALL TOWN, MAIN STREET FEEL CONSISTENT WITH THE VISION, POLICIES, AND FUTURE LAND USE MAP OF THIS PLAN.</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>THE FUTURE LAND USE MAP OF THE MOYOCK SMALL AREA PLAN DOES NOT ALLOW DEVELOPMENT OF THIS DENSITY IN THIS LOCATION.</li> <li>STAFF AGREES WITH THE APPLICANT THAT THE MAP SHOULD BE USED IN CONJUNCTION WITH THE ENTIRE PLAN AND NOT WEIGHTED AS MORE IMPORTANT THAN THE VISION, POLICIES, OR OTHER RECOMMENDATIONS. STAFF USED THE MAP TO DETERMINE THE FUTURE LAND USE DESIGNATION (LIMITED SERVICE) AND USED THAT DESIGNATION TO REVIEW THE PLAN TO DETERMINE THE VISION, POLICIES, AND ACTIONS FOR THE SUBJECT AREA.</li> </ul>                                                                                                                    |
| POLICY<br>B12  | <p>ENCOURAGE WELL PLANNED MIXED USE DEVELOPMENTS TO INCLUDE A RANGE OF INTENSITIES AND DIVERSE HOUSING TYPES.... LARGE SCALE MIXED USE PROJECTS SHOULD BE CAREFULLY LOCATED IN AREAS SUPPORTED BY THE FUTURE LAND USE MAP AND ADEQUATELY SERVED BY INFRASTRUCTURE AND COUNTY SERVICES.</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>THIS LOCATION IS NOT SUPPORTED BY THE FUTURE LAND USE MAP AT THE INTENSITY PROPOSED IN THIS MIXED USE PROJECT.</li> <li>The applicant calls out several recently approved subdivisions with densities and lot sizes similar to this request. Each of those subdivisions is further north of this development in the target growth area for higher density in Moyock, where county water and wastewater are available.</li> </ul>                                                                                                                                                |

#### COUNTY ENGINEER COMMENTS

SECTION 6.2.3.E SEWAGE DISPOSAL STANDARDS OF THE UDO REQUIRES THAT ALL USES/LOTS IN A PLANNED DEVELOPMENT BE CONNECTED AND SERVICED BY A CENTRALIZED WASTEWATER SYSTEM. THIS DEVELOPMENT HAS BEEN DENIED CONNECTION TO THE COUNTY'S CENTRALIZED WASTEWATER SYSTEM, MOYOCK WASTEWATER TREATMENT PLANT. THE COUNTY ENGINEER MAY APPROVE A DECENTRALIZED

Communication: BOC Meeting Minutes for February 4, 2019 (Approval Of Minutes for February 4, 2019)

WASTEWATER SYSTEM (PRIVATE WASTEWATER TREATMENT PLANT OR INDIVIDUAL SEPTIC SYSTEMS) UNDER CERTAIN CONDITIONS. A PRIVATE WASTEWATER TREATMENT PLANT IS PROPOSED FOR THE DEVELOPMENT. THE COUNTY ENGINEER **APPROVES/DENIES??** THE USE OF THE PRIVATE WASTEWATER TREATMENT PLANT BECAUSE:

1. **(IF APPROVAL)** THE PLANT IS SUBJECT TO A WASTEWATER OPERATION AND MAINTENANCE PLAN PREPARED BY A REGISTERED ENGINEER THAT ESTABLISHES SITING STANDARDS, PERFORMANCE AND MONITORING REQUIREMENTS, AND A ROUTINE MAINTENANCE PROGRAM.
2. **(IF DENIAL) ?**

#### TECHNICAL REVIEW COMMITTEE

THE TECHNICAL REVIEW COMMITTEE RECOMMENDS **DENIAL** OF THE PLANNED DEVELOPMENT – RESIDENTIAL REZONING SUBJECT TO THE FOLLOWING CONDITIONS:

1. IT IS INCONSISTENT WITH THE LAND USE PLAN.
2. IT IS INCONSISTENT WITH THE MOYOCK SMALL AREA PLAN.
3. IT IS INCONSISTENT WITH REVIEW STANDARDS FROM SECTION 2.4.3.C OF THE UDO.

**A CONDITIONAL ZONING IS A LEGISLATIVE DECISION OF THE BOARD OF COMMISSIONERS. IN DETERMINING WHETHER TO APPROVE OR DENY A CONDITIONAL REZONING THE BOARD OF COMMISSIONERS SHALL ADOPT A WRITTEN STATEMENT OF CONSISTENCY AND REASONABLENESS.**

This zoning request is inconsistent with the following review standards from Section 2.4.3.C. of the UDO:

- Is consistent with the goals, objectives, and policies of the Land Use Plan, other applicable county-adopted plans, and the purposes of this Ordinance;
- Is in conflict with any provision of this Ordinance, or the County Code of Ordinances;
- Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zoning district and uses for the land;
- Adversely impacts nearby lands;
- Would result in a logical and orderly development pattern;
- Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities);
- Would not conflict with the public interest, and is in harmony with the purposes and intent of this Ordinance.

It is not reasonable and not in the public interest because policies in county plans set expectations that land owners, investors, and residents rely upon when determining home locations, business locations, etc. It is not reasonable or in the public interest to have a plan with set standards and then allow a development that is contrary to that plan.

#### UNC SCHOOL OF GOVERNMENT BLOG “What if a Proposed Rezoning Is Inconsistent With Our Plan” by David Owens

“WHILE A LOCAL GOVERNMENT HAS THE LEGAL AUTHORITY TO ACT INCONSISTENTLY WITH THEIR PLAN, THE QUESTION OF WHETHER AND WHEN THEY SHOULD DO SO IS A MORE COMPLICATED QUESTION. THIS IS A POLICY CHOICE FOR THE BOARD. A PRUDENT GOVERNMENT BOARD CAREFULLY CONSIDERS THE COMPREHENSIVE PLAN BEFORE DECIDING ON A REZONING. IF THE BOARD IS GOING TO ACT CONTRARY TO THE POLICIES SET FORTH IN THE PLAN, IT MUST EXPLAIN WHY. AFTER ALL, THE PLAN WAS PRESUMPTIVELY BASED ON SOLID TECHNICAL ANALYSIS, BROAD PUBLIC PARTICIPATION, AND HAS BEEN USED BY LAND OWNERS, INVESTORS, AND RESIDENTS AS A GUIDE FOR FUTURE LAND USES. THE POLICIES IN THE PLAN OFTEN CREATE A SET OF EXPECTATIONS THAT MANY CITIZENS MAY BE RELYING UPON.”

## REZONING/SIMULTANEOUS COMPREHENSIVE PLAN AMENDMENT PROCESS AND CAMA LAND USE PLAN AMENDMENT REQUIREMENTS

STAFF IS CONCERNED THAT APPROVING THIS PROJECT IN CONFLICT WITH THE LAND USE PLAN WOULD THEN AUTOMATICALLY AMEND THE LAND USE PLAN. SEE ATTACHED LETTER DATED SEPTEMBER 25, 2017 FROM MIKE LOPAZANSKI, ACTING ASSISTANT DIRECTOR, DIVISION OF COASTAL MANAGEMENT. "SESSION LAW 2017-10 (SB 131) REVISED THE REQUIREMENTS IN G.S. §153A-341 AND 160A-383 CONCERNING STATEMENTS A GOVERNING BOARD SHALL ADOPT WHEN CONSIDERING A ZONING ON OR AFTER OCTOBER 1, 2017. UNDER THE CHANGES IN THE NEW LAW, A GOVERNING BOARD'S STATEMENT OF APPROVAL FOR A ZONING AMENDMENT WILL ALSO BE DEEMED AN AMENDMENT TO THE COMPREHENSIVE PLAN AND THE GOVERNING BOARD SHALL NOT REQUIRE ANY ADDITIONAL REQUEST OR APPLICATION FOR AMENDMENT TO THE COMPREHENSIVE PLAN. AS USED IN THE SECTION, A COMPREHENSIVE PLAN INCLUDES A UNIFIED DEVELOPMENT ORDINANCE AND ANY OTHER APPLICABLE OFFICIALLY ADOPTED PLAN."

### PLANNING BOARD

THE PLANNING BOARD RECOMMENDS **APPROVAL** OF THE PLANNED DEVELOPMENT – RESIDENTIAL REZONING SUBJECT TO THE FOLLOWING:

1. IT IS CONSISTENT WITH THE LAND USE PLAN.
2. IT IS CONSISTENT WITH THE MOYOCK SMALL AREA PLAN.
3. IT IS CONSISTENT WITH ALL REVIEW STANDARDS FROM SECTION 2.4.3.C OF THE UDO.
4. IT WILL IMPROVE DRAINAGE PROBLEMS WITHIN EXISTING NEIGHBORHOODS (RANCHLAND AND EAGLE CREEK).
5. IT IS COMPATIBLE WITH EXISTING NEIGHBORHOODS IN MOYOCK.

### Planning Board Discussion 12/11/2018

Senior Planner, Tammy Glave presented the staff report. Ms. Glave said this is a planned development that will have a clubhouse with a multi-use area with the backside designated for utilities. Public sewer is not provided for this. The property did come out of the flood zone, but there is historic flooding in this area. There are 2.25 units per acre which goes over the density requirement of the small area plan. The Technical Review Committee (TRC) recommended denial due to its inconsistency in the Land Use Plan, Moyock Small Area Plan and the Unified Development Ordinance (UDO).

Mr. Craddock asked which Land Use Plan were they referencing and the Planning Director, Laurie LoCicero, stated the 2006 LUP.

Mark Bissell with Bissell Professional Group came before the board to represent the applicant. He presented a PowerPoint presentation which showed pictures of the current property and ditches. He said they will clean out the ditches and would alleviate the flooding in Rowling Creek which would help the surrounding neighborhoods that have had flooding in the past.

Attorney, Jamie Schwedler, also representing the applicant came before the board. She discussed densities and said they were consistent with the requirements of the Land Use Plan and they were just above the density for the Moyock Small Area Plan. She also said the designs for this development will improve the sewer and stormwater plan.

Mr. Craddock stated that we are now at 10:00 PM and according to the Rules of Procedure we are required to vote to continue with the meeting. Chairman Whiteman asked for a motion to continue for an additional 30 minutes. Mr. Craddock made the motion and Mr. Ballance seconded the motion with all board members in agreement to continue.

Chairman Whiteman asked for any persons wishing to speak.

David Shepherd who lives on Saint Andrews in Moyock came before the board. Mr. Shepherd wants the Planned Development to clean out Rowland Creek and stop the flooding in the Eagle Creek neighborhood.

Mr. Bissel asked the board for additional time to give his concluding comments and reiterated how the applicant would clean the ditches and make an additional widening of the ditch on the applicant's side of the property if the adjoining property owners did not give them permission to do so on their side. Mr. Craddock looked to staff to confirm that the LUP and the SAP do not agree on this property and Ms. Glave and Ms. LoCicero said that was correct.

Chairman Whiteman said we have had flooding in the Ranchland and Eagle Creek neighborhoods for decades and setting aside the density issue, the applicant appears to be wanting to clean out the ditches and improve the drainage issues which seems to be a positive for the area.

Discussion was held over getting an easement from Ranchland property owners to dig a bigger ditch.

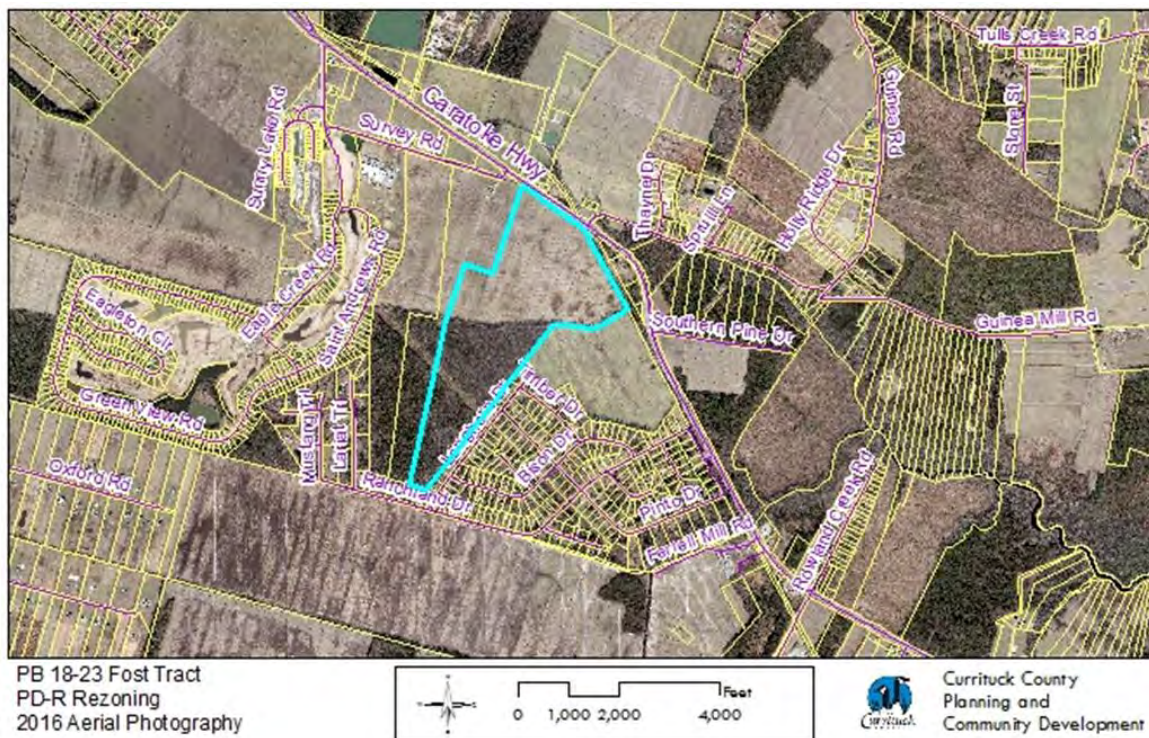
Mr. Craddock spoke on the densities for the neighborhoods in the area and said Ranchland has the least amount of density, then Eagle Creek, and then the Fost Tract has the most.

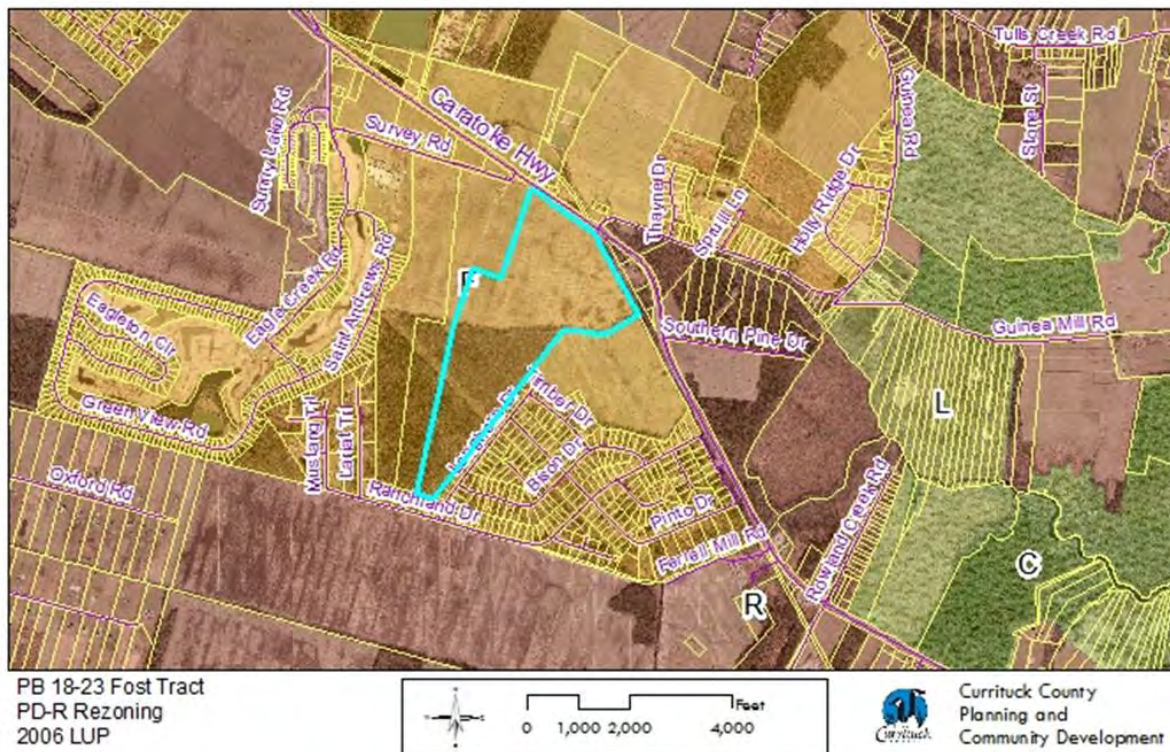
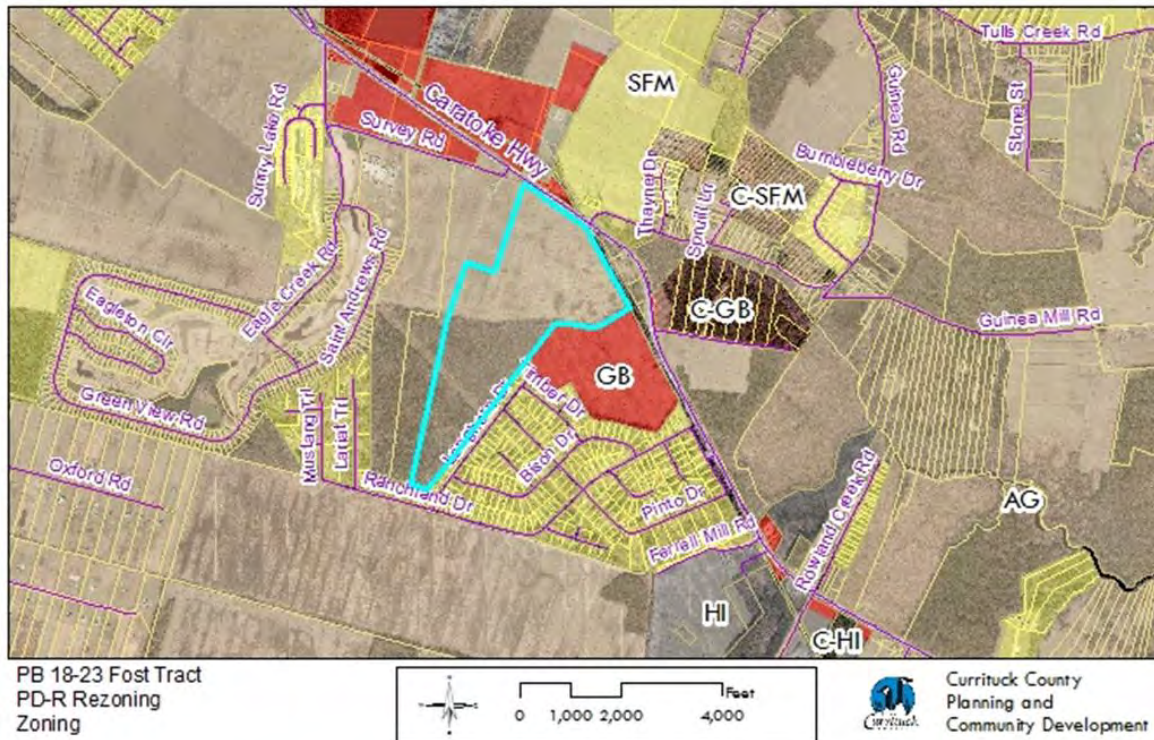
Mr. Ballance said he believes this is good for them to dig out the ditches and maintain them.

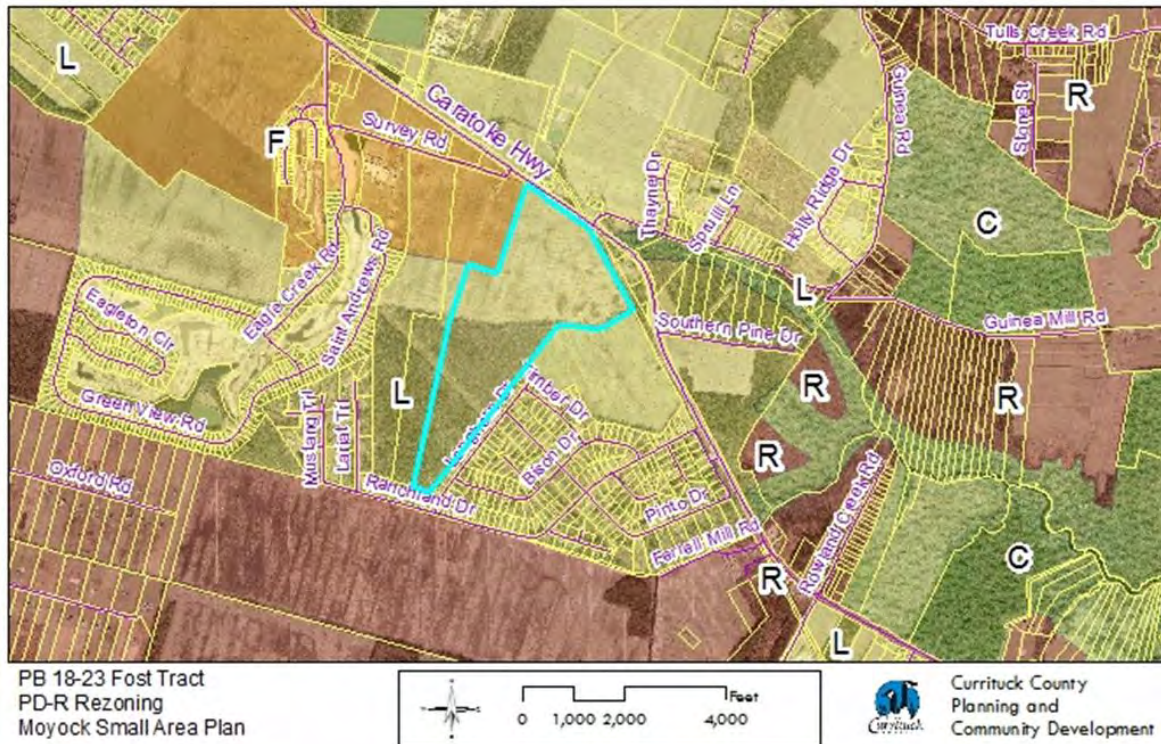
Mr. Craddock said this development seems to be compatible with the other areas/neighborhoods and will do well.

Mr. Craddock motioned to approve PB 18-23 Fost Tract to rezone from Agricultural to Planned Development – Residential since it is consistent with all review standards from Section 2.4.3.C of the UDO and it is consistent with the goals, objectives, and policies of the Land Use Plan and it is consistent with the Moyock Small Area Plan and it will improve drainage problems within existing neighborhoods and it is compatible with other existing neighborhoods that have been approved.

Ms. Overstreet seconded the motion and the motion carried unanimously.







Laurie LoCicero, Planning and Community Development Director, reviewed the rezoning application with the Board of Commissioners and used the overhead to highlight the location and layout of the proposed project. Portions of a master plan document were read, including terms and conditions proposed by the applicant. School impacts were presented. Ms. LoCicero reviewed consistency statements and related county policies. Planning Staff and Technical Review Committee recommend denial while the Planning Board recommended approval.

Ms. LoCicero responded to questions from Commissioners. She confirmed this would be the first development of its type within the county. Eric Weatherly, County Engineer, was asked to comment on drainage and stormwater, and he reviewed the site location and plan for canal and ditch work, some off site, as discussed with Engineer for the project, Mark Bissell. Mr. Weatherly said permissions for off-site ditch access would need to be secured. Significant fill would be needed at the commercial area due to its high density and being located at the lowest spot on the property. He confirmed ditching and stormwater improvements would be included in Phase I of the project. Mr. Weatherly answered Board questions during presentation. Ms. LoCicero responded to Board questions related to the acreage and density per acre as it would compare with Currituck Station.

Ms. LoCicero talked about consistency in following county land use plan policies for zoning decisions, and she and County Attorney, Ike McRee, discussed how state law now considers decisions contrary to adopted land use policies to be an amendment to those policies. Mr. McRee said rezoning decisions are still at the Board's discretion, and there was discussion about the county's different land use plans and whether one takes precedence over another. Ms. LoCicero presented the staff's concerns with the project

and adverse effects to neighboring properties because of the flooding history at the location, the high density being inconsistent with neighboring properties, and the project's distance from existing infrastructure.

Mark Bissell, Engineer for applicant, used a powerpoint and provided an overview of the project. He showed conceptual drawings and clarified points relative to stormwater, compatibility with adjacent properties and consistency. He read a statement from David Shepherd, a county resident who supported approval of the project. Mr. Bissell responded to questions posed by the Board.

Jamie Schwedler, Attorney for the applicant, talked about inconsistencies that exist between the county Land Use Plan (LUP) and Moyock Small Area Plan in addressing densities, and she offered pieces included in County plans to support the rezoning. She said the LUP is the controlling document, and allows density up to 3 units per acre. She reviewed plan consistencies relative to stormwater and wastewater, transportation and open space and urged the Board to approve the rezoning.

Mr. Bissell returned with closing remarks and responded to Board questions. He said commercial construction and clubhouse construction would be included in Phase 3.

Chairman White called a recess at 7:43 PM. The meeting reconvened at 7:55 PM.

Chairman White opened the Public Hearing.

Susan Powers, an Eagle Creek Resident, was concerned with overall growth of the area, citing student generation, fire service and emergency response times, and continued maintenance of ditching. She asked the Board to deny the request.

Tina Williams of Ranchland reiterated her earlier public comment and said the project would be good for county and would help alleviate flooding in Ranchland.

Chris Smith of South Mills said he works for Kempsville building products and favored approval. He said this type of development provides jobs, will help economy and provide affordable housing.

Iris O'Conner of Franklin Tennessee is the younger sister of property owner, Sandy Fost, and said these types of developments are desirable places to live and is in favor of project.

Sandy Fost of Currituck and owner of the property discussed challenges of farming and feels they should be able to do what they want with the land as long as it is not detrimental to the County. She discussed the project's benefits and asked Board to vote in favor of approval.

Mike Fost of Currituck also spoke in support of approval. He discussed rights of landowners and talked of the project's benefits which include increased property values, tax revenues and long-term job creation.

Jennifer Swain of Ranchland said the county needs more commercial, not residential,

and suggested making it a commercial area.

Marion Gilbert of Ranchland spoke in favor of approval, as it would provide affordable housing and help with drainage in Ranchland. She suggested interconnectivity between developments to allow a second exit for Ranchland.

No others were signed up nor wished to speak and Chairman White closed the Public Hearing.

Chairman White addressed some of issues raised during public hearing, including the ability to expand fire services, if needed, and the benefit of higher density projects in spurring commercial development.

Ms. LoCicero, at the Board's request, described the basis for creating the Moyock Small Area Plan. She said the county is currently updating the 2006 Land Use Plan and this parcel will be designated at 1-2 units per acre in the updated policy.

The Board concluded their discussion and Commissioner McCord moved to approve PB 18-23 because the request is:

1. It is consistent with the Land Use Plan
2. It is consistent with the Moyock Small Area Plan
3. It is consistent with all the review standards from Section 2.4.3.C of the UDO (Unified Development Ordinance)
4. It will improve drainage problems within existing neighborhoods, Ranchland and Eagle Creek
5. It is compatible with existing neighborhoods in Moyock.

And, the request is reasonable and in the public interest because the higher density residential growth is needed in Moyock outside of Currituck Station regardless of the availability of county sewer; Staff is directed to set out Conditions in the form of an ordinance to be considered and adopted at the next Board meeting, February 18, 2019.

The motion was seconded by Commissioner J. Owen Etheridge. The motion passed 6-1 with Commissioner Mary Etheridge opposed.

|                  |                                                                                                                                                                                         |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [6 TO 1]</b>                                                                                                                                                                |
| <b>MOVER:</b>    | Kevin E. McCord, Commissioner                                                                                                                                                           |
| <b>SECONDER:</b> | J. Owen Etheridge, Commissioner                                                                                                                                                         |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |
| <b>NAYS:</b>     | Mary "Kitty" Etheridge, Commissioner                                                                                                                                                    |

## NEW BUSINESS

### Motion for recusal to Consider the Resolution Authorizing CT Mechanical, Inc. to Contract with the County

Commissioner Payment, owner of CT Mechanical, Inc., asked the Board for recusal from voting. Commissioner McCord moved to allow Commissioner Payment to be excused from voting on the matter. The motion was seconded by Commissioner Mary Etheridge. The motion passed unanimously and Commissioner Payment exited the Board Meeting room.

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |
| <b>SECONDER:</b> | J. Owen Etheridge, Mary "Kitty" Etheridge                                                                                                                                                                                     |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

**A. Resolution Authorizing Contract by and between CT Mechanical, Inc. and County of Currituck Pursuant to N.C. Gen. Stat. §14-234**

County Attorney, Ike McRee, reviewed the Resolution with the Board of Commissioners and explained exceptions in the state statute that allow a county to contract with a County Commissioner.

Commissioner Beaumont moved for approval of the Resolution authorizing contract by and between CT Mechanical, Inc., and Currituck County. Commissioner McCord seconded and the motion carried 6-0 in favor of approval.

Commissioner Payment returned to the Board Meeting Room after the vote.

**RESOLUTION AUTHORIZING CONTRACT BY AND BETWEEN CT MECHANICAL, INC. AND COUNTY OF CURRITUCK PURSUANT TO N.C. GEN. STAT. §14-234**

WHEREAS, the County of Currituck is in regular need of heating, air conditioning and ventilation services, and

WHEREAS, CT Mechanical, Inc. is a heating, air conditioning and ventilation contractor that has provided regular and quality service to the County of Currituck; and

WHEREAS, Commissioner Mike Payment has more than a ten percent (10%) ownership interest in CT Mechanical, Inc.; and

WHEREAS, N.C. Gen. Stat. §14-234 provides that a public officer may not enter into a contract with the county served by the public officer except in a county with no town or city with population of more than 15,000 persons and so long as the amount of the contract does not exceed \$40,000.00 in a twelve month period; and

WHEREAS, there are no cities or towns in County of Currituck; and

WHEREAS, CT Mechanical, Inc. has performed under previous contracts with the county and the county has determined that it is in the county's best interest for such contracts to continue.

NOW, THEREFORE, BE IT RESOLVED BY the Currituck County Board of Commissioners that:

- Section 1. The County Manager is authorized to execute a contract with CT Mechanical, Inc. for heating, air conditioning, and ventilation services in an amount not to exceed \$40,000.00 in a twelve month period.
- Section 2. This resolution shall be recorded in official minutes of the Board of Commissioners for Currituck County stating that Commissioner Mike Payment did not vote or otherwise participate in the adoption of this resolution.
- Section 3. The Clerk to the Board of Commissioners and Finance Officer are directed to comply with the posting and reporting requirements set forth in N.C. Gen. Stat. §14-234 with respect to this resolution and contract described herein.

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2019.

|                  |                                                                                                                                                                                               |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                   |
| <b>MOVER:</b>    | Paul M. Beaumont, Commissioner                                                                                                                                                                |
| <b>SECONDER:</b> | Kevin E. McCord, Commissioner                                                                                                                                                                 |
| <b>AYES:</b>     | Bob White, Commissioner, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |
| <b>EXCUSED:</b>  | Mike H. Payment, Vice Chairman                                                                                                                                                                |

**B. An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III of the Code of Ordinances by Repealing Division 2. Economic Development Advisory Board**

County Attorney, Ike McRee, reviewed the Ordinance to repeal the Economic Development Board and stated the reasons behind its consideration, originally discussed at the Board of Commissioners retreat in January. Mr. McRee responded to questions posed by the Board and after review Commissioner McCord moved for approval. The motion was seconded by Commissioner Beaumont and the ordinance was approved unanimously.

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 2, ARTICLE III OF THE CODE OF ORDINANCES BY REPEALING DIVISION 2. ECONOMIC DEVELOPMENT ADVISORY BOARD**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-76 a board of commissioners may change the composition and manner of selection of boards, commissions, and agencies, and may generally organize and reorganize the county government in order to promote orderly and efficient administration of county affairs; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-77 a board of commissioners may appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of commissioners.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by repealing Chapter 2, Article III, Division 2.

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

PART III. This ordinance is effective immediately upon adoption.

ADOPTED this 4th day of February, 2019.

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |
| <b>SECONDER:</b> | Paul M. Beaumont, Commissioner                                                                                                                                                                                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

## C) Board Appointments

### 1. Tourism Advisory Board

Commissioner Mary Etheridge nominated Ann Morgan Bell for appointment to the Tourism Advisory Board. Commissioner Payment seconded and the nominee was unanimously approved.

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Mary "Kitty" Etheridge, Commissioner                                                                                                                                                                                          |
| <b>SECONDER:</b> | Mike H. Payment, Vice Chairman                                                                                                                                                                                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

### 2. Tourism Advisory Board

Commissioner Beaumont nominated Keith Dix for reappointment to the Tourism Advisory Board. Commissioner Payment seconded and the nominee was unanimously approved.

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Paul M. Beaumont, Commissioner                                                                                                                                                                                                |
| <b>SECONDER:</b> | Mike H. Payment, Vice Chairman                                                                                                                                                                                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

## D) Consent Agenda

Commissioner Mary Etheridge moved to approve the Consent Agenda. The motion was seconded by Commissioner Beaumont and the consent agenda was unanimously approved.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Mary "Kitty" Etheridge, Commissioner  
**SECONDER:** Paul M. Beaumont, Commissioner  
**AYES:** Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner

## 1) Approval Of Minutes for January 22, 2019

### 1. Minutes for January 22, 2019

### 2. Budget Amendments

|                           |                                                                                                                                                                  | Debit                                   | Credit                                  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                           |                                                                                                                                                                  | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>     | <u>Account Description</u>                                                                                                                                       |                                         |                                         |
| 10541-553000              | Dues and Subscriptions                                                                                                                                           | \$ 2,000                                |                                         |
| 10541-516000              | Repairs & Maintenance                                                                                                                                            | \$ 1,500                                |                                         |
| 10541-511010              | Data Transmission                                                                                                                                                |                                         | \$ 1,500                                |
| 10541-531000              | Gas                                                                                                                                                              |                                         | \$ 2,000                                |
|                           |                                                                                                                                                                  | <u>\$ 3,500</u>                         | <u>\$ 3,500</u>                         |
| <b>Explanation:</b>       | Fire Services (10541) - Transfer budgeted funds for HVAC repairs at the Waterlilly Fire Station and for annual membership to the NC State Firemans' Association. |                                         |                                         |
| <b>Net Budget Effect:</b> | Operating Fund (10) - No change.                                                                                                                                 |                                         |                                         |
|                           |                                                                                                                                                                  | Debit                                   | Credit                                  |
|                           |                                                                                                                                                                  | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>     | <u>Account Description</u>                                                                                                                                       |                                         |                                         |
| 10460-532000              | Supplies                                                                                                                                                         | \$ 2,000                                |                                         |
| 10460-592000              | Projects                                                                                                                                                         |                                         | \$ 2,000                                |
|                           |                                                                                                                                                                  | <u>\$ 2,000</u>                         | <u>\$ 2,000</u>                         |
| <b>Explanation:</b>       | Public Works (10460) - Transfer budgeted funds for increase in costs of office supplies.                                                                         |                                         |                                         |
| <b>Net Budget Effect:</b> | Operating Fund (10) - No change.                                                                                                                                 |                                         |                                         |

|                                                                                                                             |                            | Debit                                   | Credit                                  |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------|-----------------------------------------|
|                                                                                                                             |                            | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>                                                                                                       | <u>Account Description</u> |                                         |                                         |
| 61818-545000                                                                                                                | Contracted Services        |                                         | \$ 1,000                                |
| 61818-553000                                                                                                                | Dues & Subscriptions       | \$ 1,000                                |                                         |
|                                                                                                                             |                            | <u>\$ 1,000</u>                         | <u>\$ 1,000</u>                         |
| <b>Explanation:</b> Mainland Water (61818) - Increase dues and subscriptions for additional operator's license permit fees. |                            |                                         |                                         |
| <b>Net Budget Effect:</b> Mainland Water (61) - No change.                                                                  |                            |                                         |                                         |

|                                                                                                                        |                            | Debit                                   | Credit                                  |
|------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------|-----------------------------------------|
|                                                                                                                        |                            | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>                                                                                                  | <u>Account Description</u> |                                         |                                         |
| 61818-590000                                                                                                           | Capital Outlay             | \$ 8,000                                |                                         |
| 61818-590003                                                                                                           | Fire Hydrants              |                                         | \$ 8,000                                |
|                                                                                                                        |                            | <u>\$ 8,000</u>                         | <u>\$ 8,000</u>                         |
| <b>Explanation:</b> Mainland Water (61818) - Transfer budget funds to upgrade the meter reading software for Hot Rods. |                            |                                         |                                         |
| <b>Net Budget Effect:</b> Mainland Water (61) - No change.                                                             |                            |                                         |                                         |

|                                                                                                                                                                                             |                             | Debit                                   | Credit                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------|-----------------------------------------|
|                                                                                                                                                                                             |                             | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>                                                                                                                                                                       | <u>Account Description</u>  |                                         |                                         |
| 10490-590003                                                                                                                                                                                | Capital Outlay - Court/Jail | \$ 50,000                               |                                         |
| 10460-502000                                                                                                                                                                                | Salaries                    |                                         | \$ 14,000                               |
| 10460-505000                                                                                                                                                                                | FICA                        |                                         | \$ 1,000                                |
| 10460-506000                                                                                                                                                                                | Insurance                   |                                         | \$ 31,000                               |
| 10460-507000                                                                                                                                                                                | Retirement                  |                                         | \$ 4,000                                |
|                                                                                                                                                                                             |                             | <u>\$ 50,000</u>                        | <u>\$ 50,000</u>                        |
| <b>Explanation:</b> Public Works (10460); Facility Fees (10490) - Transfer funds for two HVAC replacements in the Judicial building which will be funded with lapsed Public Works salaries. |                             |                                         |                                         |
| <b>Net Budget Effect:</b> Operating Fund (10) - No change.                                                                                                                                  |                             |                                         |                                         |

|                                                                                                                                                                                            |                            | Debit                                   | Credit                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------|-----------------------------------------|
|                                                                                                                                                                                            |                            | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>                                                                                                                                                                      | <u>Account Description</u> |                                         |                                         |
| 10640-503500                                                                                                                                                                               | Temporary Services         | \$ 2,000                                |                                         |
| 10640-502100                                                                                                                                                                               | Salaries - Overtime        |                                         | \$ 2,000                                |
|                                                                                                                                                                                            |                            | \$ 2,000                                | \$ 2,000                                |
| <b>Explanation:</b> Cooperative Extension (10640) - Transfer funds from Overtime to Temporary Services for 4-H Camp start up in May and June.                                              |                            |                                         |                                         |
| <b>Net Budget Effect:</b> Operating Fund (10) - No change.                                                                                                                                 |                            |                                         |                                         |
|                                                                                                                                                                                            |                            | Debit                                   | Credit                                  |
|                                                                                                                                                                                            |                            | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| <u>Account Number</u>                                                                                                                                                                      | <u>Account Description</u> |                                         |                                         |
| 10510-590000                                                                                                                                                                               | Capital Outlay             | \$ 51,500                               |                                         |
| 10340-450420                                                                                                                                                                               | Beach Parking Permits      |                                         | \$ 38,000                               |
| 10380-481000                                                                                                                                                                               | Investment Earnings        |                                         | \$ 13,500                               |
|                                                                                                                                                                                            |                            | \$ 51,500                               | \$ 51,500                               |
| <b>Explanation:</b> Sheriff (10510) - Increase appropriations for an additional vehicle beach patrol that will be funded through the beach parking permit fees and water rescue equipment. |                            |                                         |                                         |
| <b>Net Budget Effect:</b> Operating Fund (10) - Increased by \$51,500.                                                                                                                     |                            |                                         |                                         |

### 3. Amendment to Contract to Audit Accounts

### 4. Designation of Applicant Agent-FEMA Grant

### 5. Petition for Road Addition to State Maintenance-Moyock Crossing

### 6. Petition for Road Addition to State Maintenance-Herring Street, Corolla

### E) County Manager's Report

Dan-Fed Gov open up-necessary work to do as precursor for land swap has been completed-awaiting signatures in DC-should be moving forward toward closing on the land swap.

He and Beaumont- RPO meeting-DOT starting 2050 Long term transportation plan-go to website to comment

**ADJOURN****Motion to Adjourn Meeting**

There was no further business and Commissioner McCord moved for adjournment. The motion was seconded by Commissioner Payment. The motion carried unanimously and the regular meeting of the Board adjourned at 8:45 PM.

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |
| <b>SECONDER:</b> | Mike H. Payment, Vice Chairman                                                                                                                                                                                                |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |

**SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY**

The Currituck County Board of Commissioners sat as the Tourism Development Authority in a Special Meeting on February 4, 2019, immediately following the 6:00 PM regular meeting of the Board. The Special Meeting was held in the Historic Courthouse Board Meeting Room at 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering budget amendments.

**TDA-Budget Amendments**

Dan Scanlon, County Manager, reviewed two budget amendments for the Board, which included costs related to the beach rescue services contract and purchase of a new software module.

Chairman White made a motion for approval and the motion was seconded by Commissioner Mary Etheridge. The motion passed unanimously.

|                       |                            | Debit                                   | Credit                                  |
|-----------------------|----------------------------|-----------------------------------------|-----------------------------------------|
| <u>Account Number</u> | <u>Account Description</u> | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| 15447-545001          | Beach Services             | \$ 92,000                               |                                         |
| 15320-415000          | Occupancy Tax              |                                         | \$ 92,000                               |
|                       |                            |                                         |                                         |
|                       |                            |                                         |                                         |
|                       |                            | \$ 92,000                               | \$ 92,000                               |

**Explanation:** Occupancy Tax - Tourism Related (15447) - Increase appropriations for first year of five year contract for ocean rescue services.

**Net Budget Effect:** Occupancy Tax Fund (15) -Increased by \$92,000.

|                       |                            | Debit                                   | Credit                                  |
|-----------------------|----------------------------|-----------------------------------------|-----------------------------------------|
| <u>Account Number</u> | <u>Account Description</u> | Decrease Revenue or<br>Increase Expense | Increase Revenue or<br>Decrease Expense |
| 15447-590000          | Capital Outlay             | \$ 6,000                                |                                         |
| 15447-514500          | Training & Education       | \$ 9,800                                |                                         |
| 15447-545000          | Contract Services          | \$ 2,160                                |                                         |
| 15320-415000          | Occupancy Tax              |                                         | \$ 17,960                               |
|                       |                            |                                         |                                         |
|                       |                            | \$ 17,960                               | \$ 17,960                               |

**Explanation:** Occupancy Tax - Tourism Related (15447) - Increase appropriation to purchase business license module for MUNIS to track and accept online payments for Occupancy Tax collections. The program cost and set-up are \$15,800 and annual recurring cost is \$2,160.

**Net Budget Effect:** Occupancy Tax Fund (15) -Increased by \$17,960.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Bob White, Commissioner  
**SECONDER:** Mary "Kitty" Etheridge, Commissioner  
**AYES:** Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner

### ADJOURN SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY

There was no further business. Commissioner Mary Etheridge moved for adjournment. The motion was seconded by Commissioner McCord. The motion passed unanimously and the meeting of the Tourism Development Authority was adjourned at 8:47 PM.

Communication: BOC Meeting Minutes for February 4, 2019 (Approval Of Minutes for February 4, 2019)

|                  |                                                                                                                                                                                                                               |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                                                                                                   |
| <b>MOVER:</b>    | Mary "Kitty" Etheridge, Commissioner                                                                                                                                                                                          |
| <b>SECONDER:</b> | Kevin E. McCord, Commissioner                                                                                                                                                                                                 |
| <b>AYES:</b>     | Bob White, Commissioner, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner |



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2382)**

**Agenda Item Title**

Budget Amendments

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

Number 20190073

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 61818-514500          | Training & Education       |                                                 | \$ 600                                          |
| 61818-514000          | Travel                     | \$ 600                                          |                                                 |
|                       |                            | <u>\$ 600</u>                                   | <u>\$ 600</u>                                   |

**Explanation:** Mainland Water (61818) - Transfer budgeted funds for travel for NCWOA school in Hickory.

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

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

Journal # \_\_80226\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190074

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10795-514500          | Training & Education       | \$ 85                                           |                                                 |
| 10795-553000          | Dues & Subscriptions       | \$ 26                                           |                                                 |
| 10795-514000          | Travel                     |                                                 | \$ 111                                          |
|                       |                            | <u>\$ 111</u>                                   | <u>\$ 111</u>                                   |

**Explanation:** Parks & Recreation (10795) - Transfer budgets funds for additional costs associated with Forklift certifications and the Sound Park stormwater permit renewal.

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

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

Journal # \_\_80231\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190075

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 67878-514500          | Training & Education       | \$ 4,000                                        |                                                 |
| 67878-533800          | Chemicals                  |                                                 | \$ 4,000                                        |
|                       |                            | <u>\$ 4,000</u>                                 | <u>\$ 4,000</u>                                 |

**Explanation:** Mainland Sewer (61878) - Transfer budgeted funds for additional training for mainland sewer personnel.

**Net Budget Effect:** Mainland Sewer Fund (67) - No change.

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

Journal # \_\_80235\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190076

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10511-514000          | Travel                     | \$ 1,300                                        |                                                 |
| 10511-514500          | Training & Education       |                                                 | \$ 1,300                                        |
|                       |                            | <u>\$ 1,300</u>                                 | <u>\$ 1,300</u>                                 |

**Explanation:** Detention Center (10511) - Transfer budgeted funds for additional travel for training.

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

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

Journal # \_\_80239\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190077

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10540-561000          | Professional Services      | \$ 300                                          |                                                 |
| 10540-531000          | Fuel                       |                                                 | \$ 300                                          |
|                       |                            | <u>\$ 300</u>                                   | <u>\$ 300</u>                                   |

**Explanation:** Community Development/Inspections (10540) - Transfer budgeted funds for additional costs of background checks for new hires.

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

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

Journal # \_\_80240\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190078

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10510-590000          | Capital Outlay             | \$ 14,097                                       |                                                 |
| 10510-514500          | Training & Education       |                                                 | \$ 5,000                                        |
| 10510-536000          | Uniforms                   |                                                 | \$ 9,097                                        |
|                       |                            | <u>\$ 14,097</u>                                | <u>\$ 14,097</u>                                |

**Explanation:** Sheriff (10510) - Transfer budgeted funds to capital outlay to replace 10 expired Kevlar helmets for the SWAT team and for replacement bullet-proof vests.

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

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

Journal # \_\_80242\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190079

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10441-590000          | Capital Outlay             | \$ 2,000                                        |                                                 |
| 10660-532000          | Supplies                   |                                                 | \$ 2,000                                        |
|                       |                            | <u>\$ 2,000</u>                                 | <u>\$ 2,000</u>                                 |

**Explanation:** Move funds for Planning laptop purchase to IT Capital Outlay.

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

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

Journal # \_\_80264\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190080

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u>      | Debit                                           | Credit                                          |
|-----------------------|---------------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                                 | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 210546-514506         | Travel/Train/Educ - Corolla VFD |                                                 | \$ 2,500                                        |
| 210546-516006         | Maintenance & Repair            | \$ 5,000                                        |                                                 |
| 210546-516106         | Buildings & Grounds             |                                                 | 10,000                                          |
| 210546-531006         | Gas, Oil, Etc                   | 8,000                                           |                                                 |
| 210546-532006         | Supplies                        | 1,000                                           |                                                 |
| 210546-532106         | Fire Supplies                   |                                                 | 1,000                                           |
| 210546-536006         | Uniforms                        |                                                 | 3,000                                           |
| 210546-561006         | Professional Services           | 2,500                                           |                                                 |
|                       |                                 | <u>\$ 16,500</u>                                | <u>\$ 16,500</u>                                |

**Explanation:** Corolla Volunteer Fire (210546) - Mid-year budget adjustments requested by the Corolla Volunteer Fire Department.

**Net Budget Effect:** Corolla Fire District Fund (210) - No change.

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

Journal # 80265

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190081

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10460-532160          | Maintenance Supplies       | \$ 2,000                                        |                                                 |
| 10460-590000          | Capital Outlay             |                                                 | \$ 2,000                                        |
|                       |                            | <u>\$ 2,000</u>                                 | <u>\$ 2,000</u>                                 |

**Explanation:** Public Buildings (10460) - Transfer budgeted funds for building repairs on County facilities.

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

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

Journal # \_\_80273\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190082

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10550-590000          | Capital Outlay             | \$ 26,000                                       |                                                 |
| 10550-502000          | Salaries                   |                                                 | \$ 26,000                                       |
|                       |                            | <u>\$ 26,000</u>                                | <u>\$ 26,000</u>                                |

**Explanation:** Airport (10550) - Transfer lapsed salaries from position vacancy to Capital Outlay for roof repair of two hangars and to change the security locks on the terminal door.

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

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

Journal # \_\_80274\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190083

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10430-503430          | Poll Workers               | \$ 35                                           |                                                 |
| 10430-516000          | Repairs & Maintenance      |                                                 | \$ 152                                          |
| 10430-557100          | Software License Fee       | 117                                             |                                                 |
|                       |                            | <u>\$ 152</u>                                   | <u>\$ 152</u>                                   |

**Explanation:** Elections (10430) - Transfer funds to reflect actual costs of poll workers and for software license fee.

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

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

Journal # \_\_80275\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190084

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 50442-597007          | Connecting Corolla Phase V | \$ 571,845                                      |                                                 |
| 50390-495015          | T F Occupancy Tax          |                                                 | \$ 571,845                                      |
|                       |                            | <u>\$ 571,845</u>                               | <u>\$ 571,845</u>                               |

**Explanation:** County Governmental Facilities (50442) - Increase appropriations for Connecting Corolla Greenway Phase V. This will be funded through Occupancy Tax revenue that was budgeted as part of the annual budget process.

**Net Budget Effect:** County Government Facilities Fund (50) - Increased by \$571,845.

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

Journal # \_\_80374\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number 20190085

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 63838-590000          | Capital Outlay             | \$ 11,000                                       |                                                 |
| 63838-532000          | Supplies                   |                                                 | \$ 2,000                                        |
| 63838-526000          | Advertising                |                                                 | \$ 250                                          |
| 63838-516400          | Equipment Maintenance      |                                                 | \$ 250                                          |
| 63838-516000          | Repairs & Maintenance      |                                                 | \$ 1,800                                        |
| 63838-545000          | Contracted Services        |                                                 | \$ 2,900                                        |
| 63838-545600          | Site Work                  |                                                 | \$ 3,800                                        |
|                       |                            | <u>\$ 11,000</u>                                | <u>\$ 11,000</u>                                |

**Explanation:** Solid Waste (63838) - Transfer budgeted funds to Capital Outlay to replace tippen edge on front of the dump chute at the transfer station and anchor foot plates back to the floor and repair broken braces on the chute

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

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

Journal # 80375 \_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)

Number

20190086

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 18th day of February 2019, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2019.

| <u>Account Number</u> | <u>Account Description</u> | Debit                                           | Credit                                          |
|-----------------------|----------------------------|-------------------------------------------------|-------------------------------------------------|
|                       |                            | <u>Decrease Revenue or<br/>Increase Expense</u> | <u>Increase Revenue or<br/>Decrease Expense</u> |
| 10420-589000          | OSD Reserve                | \$ 10,000                                       |                                                 |
| 10380-481000          | Investment Earnings        |                                                 | \$ 10,000                                       |
|                       |                            | <u>\$ 10,000</u>                                | <u>\$ 10,000</u>                                |

**Explanation:** Governing Body (10420) - Increase appropriations for grant for Carova and Corolla helipads. The total grant is \$25,000 that will be funded \$10,000 in the current fiscal year and \$15,000 in FY 2020.

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

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

Journal # \_\_80376\_\_\_\_\_

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

Attachment: BudAmends\_Feb 18\_General Meeting (Budget Amendments)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2380)**

**Agenda Item Title**

Surplus Resolution-Animal Services and Control

**Brief Description of Agenda Item:**

Vehicle-1998 Van and Cat Condos

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

## R E S O L U T I O N

**WHEREAS**, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting authorized the following, pursuant to GS 160A and 270(b), that the property listed below will be sold at auction, negotiated sale, or will be disposed of if not sellable:

| <u>Asset #</u> | <u>Description (Year/Make/Model</u> | <u>Dept</u> | <u>Serial Number</u> |
|----------------|-------------------------------------|-------------|----------------------|
| 4044           | 1998 Ford E350 Passenger Van        | 512         | 1FBNE31L1WHA17955    |
| 9084           | 12 Cat Condo's -White Laminate      | 512         | N/A                  |
|                | (Partial)                           |             |                      |

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the County of Currituck reserves the right to reject any and all bids.

**ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Bob White  
 Currituck County Board of  
 Commissioners

ATTEST:

\_\_\_\_\_  
 Leeann Walton  
 Clerk to the Board

(SEAL)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2386)

**Agenda Item Title**

Surplus Resolution-Tax Department

**Brief Description of Agenda Item:**

Vehicle Surplus Resolution for Tax Department

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

## RESOLUTION

**WHEREAS**, THE Board of Commissioners of the County of Currituck regularly scheduled meeting authorized the following, pursuant to the property listed below will be sold at auction, negotiated sale or sellable.

| County           |                    |
|------------------|--------------------|
| <u>Asset Tag</u> | <u>Description</u> |
| 5514             | 2001 Ford Taurus   |
| 5511             | 2002 Ford Ranger   |
| 5689             | 2004 Jeep Cherokee |

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Currituck reserves the right to reject any and all bids.

**ADOPTED**, this 18th day of February, 2019.

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Bob White  
County of Currituck, Board of Commissioners

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Leeann Walton  
Clerk to the Board

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r will be disposed of if not

Serial Number

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1J4GW48S44C198168

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(Seal)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2388)

**Agenda Item Title**

NC Department of Public Safety-No-Cost Lease Agreements-Adult & Juvenile Probation

**Brief Description of Agenda Item:**

**Planning Board Recommendation:**

No-cost office space lease for NC Depart of Public Safety Adult Probation and Juvenile offices located at Governmental Complex. Cost is \$1 per year, per office. Multi-year agreements require Board approval. NCDPS office lease terms are for 3 years.

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF CORRECTION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **COUNTY of CURRITUCK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in, **Currituck**, North Carolina, more particularly described as follows:

**Being +/- 1,292 net square feet of office space located at 2801 Caratoke Highway, Currituck, Currituck County, North Carolina.**

**(DEPARTMENT OF PUBLIC SAFETY-PROBATION and PAROLE)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1<sup>st</sup> day of May, 2019** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30<sup>th</sup> day of April, 2022**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **153 Courthouse Road, Suite 204, Currituck, North Carolina 27929** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland, Director  
DPS-Purchasing & Logistics

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Currituck,  
Daniel F. Scanlon II, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the  
County and State aforesaid, do hereby certify that **Daniel F. Scanlon II**, personally came  
before me this day and acknowledged that he is the **County Manager**, and that by  
authority and given as an act of **Currituck County** and acknowledged the due execution  
of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State  
aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this  
date and acknowledged the due execution by her of the foregoing instrument as Director  
of Purchasing and Logistics of the Department of Public Safety of the State of North  
Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires August 19, 2019

Attachment: NCDPS-No-Cost Lease-Probation and Parole-Final (NCDPS-No Cost Lease Agreements-Juvenile and Probation & Parole)

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF CORRECTION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **COUNTY of CURRITUCK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **Currituck**, North Carolina, more particularly described as follows:

**Being +/- 353.75 net square feet of office space located at 2801 Caratoke Highway, Currituck, Currituck County, North Carolina.**

**DEPARTMENT OF PUBLIC SAFETY(Juvenile Justice)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the **1<sup>st</sup> day of September, 2017** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31<sup>st</sup> day of August, 2020**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **153 Courthouse Road, Suite 204, Currituck, North Carolina 27929** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland, Director  
DPS-Purchasing & Logistics

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Currituck,  
Daniel F. Scanlon II, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Daniel F. Scanlon II**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Currituck County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires August 19, 2019



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2381)**

**Agenda Item Title**

Job Description Revision-Telecommunicator I

**Brief Description of Agenda Item:**

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**



**TELECOMMUNICATOR I**  
**CURRITUCK COUNTY JOB DESCRIPTION**

**JOB TITLE: TELECOMMUNICATOR I**

**COMMUNICATIONS DEPARTMENT**

**POSITION DESCRIPTION**

Performs skilled dispatching work in the Communications Center. Operates a telephone, two-way radio and other communications equipment in answering requests for fire, law enforcement, EMS or related assistance. Works on rotating or fixed shift and is expected to handle all assignments in an independent manner. Work requires judgment and discretion in handling all routine and emergency situations including the ability to remain alert throughout a shift. Employee must also have a working knowledge of the layout of the County and be able to speak clearly and distinctly. Work is performed under general supervision and is reviewed through observation, discussions, and review of records maintained. Reports to the Communications Supervisor.

**ESSENTIAL JOB DUTIES AND FUNCTIONS**

Operates telephone, two-way radio and other communications equipment on an assigned shift to answer requests for assistance for fire, law enforcement, EMS, and various local and State agencies.

Answers all calls and dispatches equipment and personnel as necessary and in accordance with established procedures.

Coordinates major incidents to ensure all proper notifications are made and assists in call handling if necessary.

Processes medical calls using IAED EMD protocols and provides pre-arrival and post-dispatch instructions to callers in accordance with established protocols.

Monitors dispatched units' activities; provides updated information to field units as information is received.

Monitors internet application 3SI alarm system for Navy Federal Credit Union; dispatches appropriate personnel upon receipt of alarm.

Operates a computer terminal; transmits and receives information via Department of Criminal Information (DCI) and National Crime Information Center (NCIC); prepares criminal and drivers histories upon request.

Broadcasts weather alerts, road closings, be-on-the-lookouts; requests mutual aid from other County agencies as requested.

Informs supervisor of unusual assistance calls, equipment breakdowns, or related matters needing immediate decisions.

Responsible for housekeeping in immediate console/dispatch room.

Assists with staffing the Emergency Operations Center (EOC) and other Emergency management duties as required.

Performs related work and other duties as assigned by the supervisor.

### **JOB KNOWLEDGE, SKILLS, AND ABILITIES**

Working knowledge of the operation of two-way radio equipment and related FCC regulations.

Working knowledge of the geography of local and surrounding areas.

Working knowledge of CAD, computerized telephone system and voice recording equipment.

Working knowledge of TTY and Text to 911 operations.

Ability to learn, understand and apply traditional training and education.

Ability to respond to work during emergency situations or inclement weather. Ability to work a flexible schedule when circumstances necessitate. Must be able to work effectively despite sleep pattern disruptions.

Maintain confidentiality and state information on a "need to know" basis.

Ability to exercise sound judgment in emergency situations.

Ability to speak clearly, distinctly and politely.

Ability to deal calmly, tactfully, and courteously with the public, fellow staff and responders.

Ability to maintain simple but effective files.

Ability to learn, understand and apply additional training and education.

Possess the necessary skills to operate sophisticated computer and console equipment.

Ability to perform duties efficiently and effectively under all circumstances.

Maintain compliance in all categories of the EMD program.

### **QUALIFICATIONS**

Must be a US citizen, high school graduate or equivalent, at least ~~24~~ 18 years of age and possess valid North Carolina Driver License. Must maintain continuous home and/or personal cell telephone service and possess reliable transportation.

As part of pre-screening process must pass computerized aptitude testing with a passing score of 80%.

Required to obtain NC DCI Certification within 120 days of indoctrination.

Within 12 months of employment must successfully complete the following: The NC Sheriffs' Education and Training Standards Commission Telecommunicator Officer Course; CPR and IAED EMD Certification. As directed by the Communications Supervisor, must complete Incident Command System (ICS) training including but not limited to IS-100, 200, 700 and 800.

Continuously maintain all above mentioned certifications and obtain continuing education requirements.

Must be able to demonstrate PC proficiency in word processing, spreadsheets, internet and email use.

### **COMPETENCIES**

**Business Ethics:** Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Communications:** Expresses ideas and thoughts verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.

**Customer Service:** Displays courtesy and sensitivity; Manages difficult or emotional customer situations; Responds promptly to customer needs.

**Dependability:** Responds to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Commits to doing the best job possible; Keeps commitments; Meets attendance and punctuality guidelines.

**Job Knowledge:** Competent in required job skills & knowledge; Exhibits ability to learn and apply new skills; Keeps abreast of current developments; requires minimal supervision; Displays understanding of how job relates to others; Uses resources effectively. Must maintain a working knowledge of all public safety communications equipment, practices, and procedures including but not limited to: computer aided dispatch, radio, mapping, telephone and emergency protocols.

**Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Relationship Building:** Builds rapport across the organization; Establishes collaborative relationships to achieve objectives; Seeks win-win solutions to conflict; Develops network of professional contacts; Displays empathy and is tolerant of diverse viewpoints.

**Initiative:** Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for help when needed.

### **WORK ENVIROMENT**

Work is performed in an indoor, tight spaced environment with stationary seating, surrounded by several computerized monitors. The majority of time is spent seated however tele-communicators have freedom to stand and move in a limited area. Work entails extensive keyboarding and manual dexterity, also reaching, stretching, bending, and lifting of standard dispatch supplies, materials, maps, binders and flip cards.

### **ESSENTIAL PHYSICAL SKILLS/DEMANDS**

**Physical Requirements:** Must be able to see and use all related communications equipment, computer monitors, telephones and radios including hand and foot pedals, TTY's, copiers, fax machines, etc. Requires the ability to exert up to 25 pounds of force occasionally and a negligible amount of force frequently. Must be able to sit or stand for extended periods of time with limited range of mobility.

**Keyboarding Skills:** Must have the ability to type accurately on a computer keyboard while conversing with callers- accurately record data without transposing numbers or information. Required to engage in

repetitive hand motions.

**Interpersonal Communication:** Requires the ability to speak and or signal people to convey or exchange information. Includes receiving instructions, assignments or directions from supervisors.

**Manual Dexterity:** Requires the ability to handle a variety of equipment/items, such as keyboards, control knobs, toggle switches, etc.

**Vision Acuity:** Must have the ability to read and discern visual images on a variety of media using normal eyesight or corrective lenses. Corrected vision should be at least 20/30 in each eye. Must have the ability to distinguish between colors on a color coded computer screen in order to perform essential job tasks.

**Hearing Acuity:** Must have the ability to hear and understand sound sources coming through a communications headset and or standard telephone receiver, including the ability to hear and understand other sound sources while wearing a headset. In order to perform the essential job tasks, you must be able to hear and differentiate speech/transmissions at various intensity levels.

**Physical Communication:** Requires the ability to talk and hear. Must be able to hear, understand and respond to verbal information in person, or by phone including difficult to understand callers. Must hear, understand and respond using radio transmitters and receivers, radio consoles, telephone/radio headsets, and other complex communications equipment.

**Judgement:** Must have the ability to effectively prioritize situations and information and make appropriate decisions based on the information received. Must have the ability to learn and apply new information; ability to handle multiple streams of information simultaneously; ability to remember numerous details.

ED: 02/18/2019 (REV BOC)

~~ED: 08/07/2017 (REV BOC)~~



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number – (ID # 2389)**

**Agenda Item Title**

Closed Session Pursuant to G. S. 143-318.11(a)(3) to Consult With the County Attorney and to Preserve the Attorney-Client Privilege

**Brief Description of Agenda Item:**

**Board Action Requested**

Discussion

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

Donald (Ike) I. McRee Jr



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 2392)

**Agenda Item Title**

Amended Item: Consideration of Resolution Approving a Memorandum of Agreement between The Currituck Club Property Owners and Ocean Club Centre Owners

**Brief Description of Agenda Item:**

Amendment to agenda for Board consideration for approval of a memorandum of agreement between The Currituck Club Property Owners Association and Ocean Club Centre Owners Association.

**Board Action Requested**

Action

**Person Submitting Agenda Item**

Leeann Walton, Clerk to the Board

**Presenter of Agenda Item**

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF  
COMMISSIONERS APPROVING A MEMORANDUM OF SETTLEMENT  
BETWEEN CURRITUCK CLUB PROPERTY OWNERS ASSOCIATION,  
INC. AND OCEAN CLUB CENTRE OWNERS ASSOCIATION, INC., AN  
ASSOCIATION THAT INCLUDES CURRITUCK COUNTY AS A  
MEMBER**

**WHEREAS**, a dispute has occurred between Currituck County Property Owners Association, Inc., (TCCPOA), and Ocean Club Centre Owners Association, Inc., (OCCOA), regarding the amount of annual assessment that OCCOA is to pay TCCPOA pursuant to the Declaration of Protective Covenants recorded in Book 444, Page 237 of the Currituck County Registry and as amended and recorded in Book 461, Page 702 of the Currituck County Registry; and

**WHEREAS**, Currituck County owns Lot 2 in Ocean Club Centre and is subject to the Declaration of Protective Covenants; and

**WHEREAS**, at a Mediated Settlement Conference held on February 12, 2019 representatives of TCCPOA and OCCOA agreed to a Memorandum of Settlement resolving the differences between the parties with the following terms and conditions:

1. Original Declaration, as currently amended ("Declaration"), remains intact
2. New Agreement will provide the following:
  - a. Re-affirming and restating the Declaration terms, including the obligation of the OCC lot owners to jointly and severally pay assessments; any documentation necessary to confirm that the Declaration requirements touch and concern the land and run with the land; and confirming attorneys' fee recovery and lien powers. The Declaration terms will be incorporated by reference into this New Agreement and may be enforced through this New Agreement, as if such terms were fully stated therein.
  - b. Interest will accrue on any past-due assessments at the rate of 18% per annum, and the prevailing party in any collections action will be entitled to recovery of reasonable attorneys' fees and expenses.
3. The owners of the OCC lots adjoining Hunt Club Drive between Old Stoney Road and Highway 12, or the OCCOA, may maintain and repair the landscaped portions of the real property owned by TCCPOA bordering Hunt Club Drive between Old Stoney Road and Highway 12, but TCCPOA

reserves the right to maintain or repair any portion of this land, if the owners or OCCOA do not maintain it to a level acceptable to TCCPOA.

4. OCCOA or the OCC lot owners will pay no later than December 1, 2019, the total of the amount of assessments owed under the Declaration to TCCPOA for the calendar years 2017 and 2018, less any credits for payments made on such assessments.

5. OCCOA or the OCC lot owners will pay 90% of the total amount of assessments owed under the Declaration to TCCPOA for the calendar year 2019, less any credits for payments made on such assessments.

6. The assessments owed to TCCPOA by the OCC lot owners for 2020 and moving forward shall be the amount required by the Declaration, except it shall be offset to the following percentage of the total assessment required under the Declaration based on the number of parking spaces provided to TCCPOA and that remain with TCCPOA:

- a. If 50 or more spaces are provided – 35% of the Declaration amount
- b. If 30-49 spaces are provided – 45% of the Declaration amount
- c. If 20-29 spaces are provided – 50% of the Declaration amount
- d. If less than 20 spaces are provided – 90% of the Declaration amount

To the extent parking spaces provided to TCCPOA are ever lost for any reason, the percentages above shall shift to reflect the number of parking spaces remaining with TCCPOA.

Prior to the start of each year, the OCCOA shall provide notice to TCCPOA of the number of parking spaces available to TCCPOA during the next calendar year. Absent any objection, the assessment offset percentage shall be based on this number of parking spaces.

7. To the extent they are able, the OCCOA and OCC lot owners agree to provide parking spaces to TCCPOA within the Ocean Club Centre. To the extent provided, the following terms shall apply.

- a. The surface of parking spaces shall be the least expense to OCCOA and the OCC Lot Owners, but that still meets all government requirements. TCCPOA will have the right to improve the surface to any better quality level or surface type that it desires and at its expense, to the extent allowed by governmental authorities.

- b. To the extent the parking is in proximity (but not contiguous) to land owned by TCCPOA, the OCCOA or its lot owners agree to give an easement to the TCCPOA over the land outside of the parking area to allow access to the TCCPOA land in proximity to the parking area.
  - c. The parking spaces shall be clustered into no more than 2 parking areas.
  - d. TCCPOA may put any signage, barriers, or labels within the parking spaces or its surrounding area. Barriers shall be in an aesthetic appearance consistent with TCCPOA's and OCCOA's standards.
  - e. The OCCOA and the OCC lot owners shall maintain and repair the parking spaces and surrounding area, but the TCCPOA has the right, but not obligation, to maintain the parking space area to the extent it desires to take such action.
  - f. TCCPOA staff or contractors may be present or operate in the parking space area at any time as solely determined by TCCPOA, without interference by the OCCOA or the OCC lot owners in any way.
  - g. There will be no time limitation on parking in the TCCPOA parking spaces, except there shall be no overnight parking. Overnight parking shall be parking between 10 p.m. and 6 a.m. OCCOA and the OCC lot owners shall take all steps necessary to make these parking spaces usable, including, but not limited to, amending its covenants, if required.
  - h. The parking spaces will be provided without any restrictions by the OCC lot owner or the OCCOA on their usage, except the parking spaces shall be used exclusively for parking.
  - i. Parking spaces shall be sufficient size for standard automobile parking and shall meet all County requirements.
  - j. OCCOA and the OCC lot owners shall handle and shall cover all costs for regulatory approvals.
  - k. Appropriate easements, leases, licenses, and other documents necessary to establish TCCPOA's rights to the parking spaces shall be entered into by the parties.
8. Upon entering into the New Agreement and all related agreements or easements, the parties will include mutual releases of any and all claims from beginning of time until the date of the New Agreement related to any assessments owed and any maintenance or

landscaping obligations. At such time, any claim for assessment payments for any previous year not addressed herein shall be released.

9. The parties will enter into a Tolling Agreement that provides that all statutes of limitation, statutes of repose, perfection, and any other time-related defenses are tolled as of January 1, 2019, and shall not begin to, or continue to, run or accrue against any of the parties to this Agreement until such time as this Agreement is terminated.

10. The parties will cooperate in good faith to memorialize this agreement with other standard terms and any related easements, licenses, leases, or other recordable or non-recordable documents necessary to effectuate this agreement.

The parties signing below, including those signing through their designated representatives with settlement authority, shall be bound by this Mediated Settlement Agreement. Provided, however, Currituck County is not bound by the terms of this agreement until such terms are approved by appropriate County officials, but signs below to confirm the outcome of this mediation. Excluding Currituck County, any party may enforce the terms of this Mediated Settlement Agreement against any other party; and

**WHEREAS**, by its terms the Mediated Settlement Agreement is not binding on Currituck County until its terms are approved by the appropriate county officials; and

**WHEREAS**, it is appropriate and desirable to resolve the ongoing dispute between TCCPOA and OCCOA pursuant to the terms of the Mediated Settlement Agreement.

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

Section 1. The terms of the Mediated Settlement Agreement dated February 12, 2019 between TCCPOA and OCCOA are approved and ratified.

Section 2. The County Manager is authorized to execute documents that may be required to effectuate the Mediated Settlement Agreement.

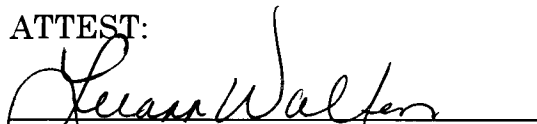
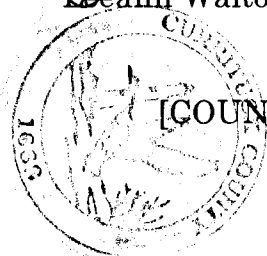
Section 3. This resolution is effective upon its adoption.

ADOPTED the 18<sup>th</sup> day of February, 2019.



Bob White, Chairman  
Board of Commissioners

ATTEST:

  
Leeann Walton, Clerk to the Board

[COUNTY SEAL]