



**CURRITUCK COUNTY
NORTH CAROLINA**

July 19, 2021

Minutes – Regular Meeting of the Board of Commissioners

4:00 PM CALL TO ORDER

The Currituck County Board of Commissioners held a regular meeting at 4:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

The meeting was called to order by County Manager, Ben Stikeleather, due to the absence of both the Board Chair and Vice-Chair. Mr. Stikeleather asked for nominees for selection of a temporary Chair to lead the meeting. Commissioner McCord nominated Bob White to serve as temporary Chair and Commissioner Mary Etheridge seconded the motion. The motion carried, 5-0.

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

Attendee Name	Title	Status	Arrived
Michael H. Payment		Absent	
Paul M. Beaumont		Absent	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Chairman	Present	

Commissioner White thanked Board members and accepted the role of Chairman.

A) Invocation & Pledge of Allegiance

Sheriff Matt Beickert, who was in attendance at the meeting, offered the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner McCord moved for approval of the agenda. Commissioner Jarvis seconded the motion. The motion carried, 5-0, and the agenda was approved.

Approved agenda:

4:00 PM Call to Order

- A) Invocation & Pledge of Allegiance
- B) Approval of Agenda

Public Comment

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

Commissioner's

Report

County Manager's

Report

County Attorney's

Report

Administrative

Reports

- A) **Sheriff's Office Presentation of Advanced Certificates**
- B) **Resolutions Honoring Deputy Caleb Edwards and Firefighter Keith Storf**
- C) **Departmental Update-Currituck County Librarian, Laura Salmons**
- D) **Trillium Health Resources Annual Report-Bland Baker, Northern Regional Director**

Public Hearings

- A) **PB 20-12 Carolina Club Homeowner's Association:** Request to amend the Currituck County Unified Development Ordinance, Chapter 4. Use Standards, to allow shared parking of major recreational equipment as an accessory use in major subdivisions approved and recorded prior to January 1, 2013.
- B) **PB 21-10 Currituck County Text Amendment:** Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an

existing NCDOT maintained street.

New Business

- A) **Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections**
- B) **Consideration and Action on Resolution of the Currituck County Board of Commissioners Accepting American Rescue Plan Act Funds**
- C) **Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Expansion of the Mainland and Southern Outer Banks Water System Water Treatment Plants**
- D) **Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Construction of a Public Works Facility**
- E) **Consideration and Action on Ground Lease Between Currituck County and Mike Hockett for Location of a Hanger at Currituck Regional Airport**
- F) **Board Appointments**
 - 1. ABC Board
 - 2. Animal Services and Control Advisory
 - 3. Board of Adjustment
- G) **Consent Agenda**
 - 1. Budget Amendments
 - 2. Surplus Resolution-EMS Stretcher
 - 3. Consideration and Action on Disaster Related Debris Removal Agreement Between North Carolina Department of Transportation and Currituck County
 - 4. Approval Of Minutes-June
21, 2021 Minutes

Approval-Board of E&R

Adjourn**Special Meeting-Tourism Development Authority**

Consideration of Grant Recommendations for Tourism Event Assistance

Adjourn Special Meeting**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.

Keith Storf, Crawford Township Volunteer Fire Department (VFD), and Crawford Township VFD Chief, Ryland Poyner, provided a report on the department's recent ISO inspection performed by the North Carolina Department of Insurance. The department received a rating of 4.98, up from a 5.98 in 2006. Mr. Storf and Chief Poyner thanked the Board, County Manager, local fire departments, and volunteer fire members for their assistance and support that helped Crawford Township VFD achieve the improved ISO rating.

No others were signed up nor wished to speak and the Public Comment period was closed.

COMMISSIONER'S REPORT

Commissioner Jarvis thanked Board members for approving her request to attend the National Association of Counties (NACo) Annual Conference in Prince George's County, Maryland, and presented an overview of some of the information sessions she and Commissioner Mary Etheridge, who also attended, participated in.

Commissioner Mary Etheridge serves on the Department of Social Services Board and congratulated the County's Department of Social Services staff after a Child Welfare Unit audit conducted by the State of North Carolina noted no findings and funds received were being properly utilized. She provided an overview of exhibits found in the Maritime Museum in Corolla and the amenities at Shingle Landing Park in Moyock after two ribbon cuttings celebrated the opening of both locations. She attended a Business After Hours event at the H2OBX water park and noted how nice the facility is. She recognized how fortunate Currituck County is after discussing the impacts and struggles with other county representatives at the NACo Annual Conference.

Commissioner J. Owen Etheridge noted the exceptional service provided by the Emergency Medical Services crew in Moyock and thanked them for their professionalism when they responded for a personal medical emergency. He spoke of a recent accident on Tulls Creek Road involving a piece of farm equipment and asked staff to draft a letter to the North Carolina Department of Transportation requesting signage be installed alerting drivers to the presence of farm equipment on secondary roads. He thanked Chairman Payment and staff who attended a meeting with North Carolina Department of Environmental Quality representatives to help facilitate a resolution to sewer issues in the Eagle Creek community in Moyock. He also reported his attendance at the Maritime Museum and Shingle Landing

Park ribbon cuttings and suggested school children visit the Maritime Museum to learn about the history and traditions in Currituck County.

Commissioner McCord reported on his own medical emergency and thanked all who sent him well wishes. He reported on the success of the Independence Day Celebration and fireworks display held in Corolla. He reported on the ribbon cutting at Shingle Landing Park and is working with the County Manager to install basketball courts after receiving several calls from residents. He noted the beauty of the Maritime Museum and acknowledged the efforts of Maritime Museum Manager, Chandler Sawyer, and Tameron Kugler, Travel and Tourism Director. He announced an upcoming ribbon cutting for the county's new Public Safety Center and encouraged people to be careful on the roadways due to the increased traffic.

Chairman White discussed the Maritime Museum and said Historic Corolla Park is the right location to help tell the story of our history in Currituck County. He encouraged citizens to visit.

COUNTY MANAGER'S REPORT

County Manager, Ben Stikeleather, noted very positive visitation numbers at the Maritime Museum for its first two days of being open and recognized Assistant County Engineer, Michelle Perry, Construction Manager for the museum, Videographer Alex Perry, and Tourism staff for their efforts. He discussed the amenities available at the new Shingle Landing Park and encouraged citizens to visit. He announced this year may be the best year for tourism in the county. He said the county is in the process of closing out the prior fiscal year budget and reported on an upcoming joint meeting of the Board of Commissioners and Board of Education to discuss school capital projects and future planning. Mr. Stikeleather announced Eileen Wirth, Project Coordinator, would retire at the end of July after a lengthy career with the county.

COUNTY ATTORNEY'S REPORT

County Attorney, Ike McRee, updated Commissioners on the cases reviewed at a recent Administrative Session of the Court. He reported the case involving RF London had been removed from the court calendar and was rescheduled for September 13, 2021. He noted partial dismissals of some of the claims against the county in Corolla Civic Association v. Currituck County. Dropped were the Board of Commissioners and former County Manager Dan Scanlon in his official capacity as defendants, and state constitutional claims. He said he believes mediation will take place next. Summary judgment motion hearings are scheduled for November. He reported the closing on a lot recently sold by the county on Uncle Graham Road was complete and said an August closing is scheduled for the new school site located on Tulls Creek Road, following completion of the due diligence period.

ADMINISTRATIVE REPORTS

A. Sheriff's Office Presentation of Advanced Certificates

Currituck County Sheriff Matt Beickert attended the meeting to recognize Sergeant William Daniel Davis and Detective Joseph Ryan. Both were honored for earning their Advanced Law Enforcement Certificates and were presented with framed copies following a reading of the certificate by Sheriff Beickert.

B. Resolutions Honoring Deputy Caleb Edwards and Firefighter Keith Storf

Commissioner McCord recognized Deputy Caleb Edwards and Firefighter Keith Storf who assisted in the rescue of two individuals from an active fire at the Finnerty residence. Commissioner McCord described the event and the actions of Deputy Edwards and Firefighter Storf to bring the residents out of the home and each were presented with a framed copy of a Resolution of the Board of Commissioners acknowledging those efforts. Mrs. Finnerty and her daughter, who were in the home, were present at the meeting and it was sadly noted that the gentleman rescued from the home was on hospice at the time and had since passed away.

Following the Board of Commissioner presentation, Firefighter Storf recalled a full account of the incident and recognized both Deputy Edwards and neighbor, Gary Johnson, and presented each with a Lifesaving Award for their bravery and for bringing the residents out of the home to safety.

Commissioner White acknowledged all of the men and women who serve and protect the citizens of the county and thanked them for their efforts. A recess was called at 4:41 PM to allow audience members to exit the Board Room. The meeting reconvened at 4:48 PM.

C. Departmental Update-Currituck County Librarian, Laura Salmons

Laura Salmons, Librarian, and Assistant Director of East Albemarle Library System, provided an update on the County's library operations, services and programs. Ms. Salmons began with an overview on the library system's response to the Covid-19 pandemic and described modifications that allowed library staff to continue to serve the community, including implementation of a curbside service that resulted in 10,500 curbside transactions. Staff training opportunities were described, and a partnership with the Senior Center provided library services and deliveries to take place along Meals on Wheels delivery routes. Ms. Salmons discussed messaging and public outreach regarding the reopening of library facilities to the public and statistical data noted significant increases in the use of many of the services and programs offered. Ms. Salmons thanked the Board of Commissioners for their support, and when asked, confirmed that meeting rooms are being transitioned back for public use.

D. Trillium Health Resources Annual Report-Bland Baker, Northern Regional Director

Bland Baker, Trillium Health Services Regional Director, used a powerpoint and presented an overview of operations over the past year. He announced Bladen County has requested to join Trillium Health Services, which currently consists of 26 counties and served 58,000 people last year. Mr. Baker provided a budget review and discussed the Medicaid Transformation standard and tailored plans and the individuals that would be served by each. Covid-19 impacts, along with program and service modifications that allowed for a quicker response to the needs of citizens were presented. Service statistics for Currituck County were reviewed and noted a combined 1,069 consumers were served related to mental health or intellectual and developmental disabilities. He announced a Safe Schools/Healthy Kids program award contest went to Shawboro Elementary School, who received a \$5,000 award. Mr. Baker responded to questions from Board members and discussed the use of Mobile Crisis Units.

PUBLIC HEARINGS**A. PB 20-12 Carolina Club Homeowner's Association:**

To: Board of Commissioners

From: Planning Staff

Date: June 23, 2021

Subject: PB 20-12 Carolina Club HOA – Shared Parking of Recreational Equipment (Revised)

Request

The proposed text amendment submitted by Ansley Miller, agent for the Carolina Club Homeowner's Association, is to provide language and establish a process for a homeowner's association to allocate an area for shared parking of major recreational equipment. The amendment targets major subdivisions recorded prior to January 1, 2013.

Background

Most residential subdivisions created prior to January 1, 2013, do not have areas in the development for shared parking or storage of major recreational equipment. Property owners in these developments may rent space at a nearby self-storage facility or park the equipment at the residence if permitted by the restrictive covenants.

The Unified Development Ordinance, Section 6.1.3.E. requires shared storage and temporary parking of recreational equipment for developments containing 20 or more lots with an average lot size of less than 20,000 square feet. The parking area is shown on the preliminary plat and is part of the subdivision. It is not typical for residential development not subject to Section 6.1.3.E. to provide shared parking area(s) within the development.

Staff Commentary

With residential subdivisions, the developer dedicates area on the final plat as open space. The dedicated area is transferred to the homeowner's association and the association maintains and controls the common area. Required open space is allocated for passive or active recreational uses, public facilities, conservation areas, farming, or forested lands. The final plat provides clarity and assurances that the open space will be used for these activities. When a developer records a subdivision and sells lots referencing the plat, the purchaser or owner has expectations, assurances, and rights that development will occur as depicted on the plat. A property owner may find an increased value to a particular lot because of the surrounding land uses such as open space. This does not mean final plats cannot be changed. By agreement of the property owners and compliance with county regulations, the dedications and land use allocations may be changed.

Some properties may be owned by a homeowner's association, listed as future development, and not allocated or dedicated as open space on a recorded plat. These lands may be internal and centrally located in a subdivision or along the perimeter of a subdivision. When the lands are located along the perimeter of the subdivision, impacts to a property owner adjacent to the subdivision but not a part of the residential subdivision may occur with outdoor storage or parking of recreational equipment.

Initially, the applicant proposed a zoning permit process for the new accessory use. After the May 11, 2021 Planning Board meeting and in response to the staff concerns with an administrative process,

the applicant modified the request to require a (special) use permit for the new accessory use. The (special) use permit will allow adjacent property owners the opportunity to present evidence during a quasi-judicial hearing. For a new major residential subdivision, input by the adjacent owners is factored into the public process. Establishing a process similar to the major subdivision review could better evaluate the location and activities associated with the shared parking, including but not limited to noise, size of area dedicated to shared parking, surrounding land uses, access, aesthetics, lighting, stormwater, and other similar impacts typical of equipment parking and storage.

When shared parking is provided in a new subdivision it is planned at the onset and can become an amenity to the property owners in a development. The maintenance of these areas is extremely important to adjoining properties.

Designated outdoor storage areas are not permitted in required open space (2013 UDO Chapter 7, Section 7.1.3.B). The text amendment should also consider explicitly:

1. Not allowing shared parking and storage of major recreational equipment to be included in required open space; or,
2. Allowing shared parking and storage of major recreational equipment to be included in required open space.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff Recommendation

The staff recommendation on the proposed text amendment involves the director concluding whether the application complies with the applicable review standards (Text Amendment Review Standards). The proposed amendment does not appear to be inconsistent to goals, objectives, and policies in the 2006 Land Use Plan. A quasi-judicial review of the proposed use, adjacent land uses, and evaluation of recorded and established developments will provide assurances the proposed text amendment will protect and maintain high quality aesthetic standards for development (UDO General Purpose and Intent). The request is in keeping with the 2013 UDO requiring a residential development with smaller lots (less than 20,000 square feet) to provide a central location for shared parking and storage in the boundaries of the development.

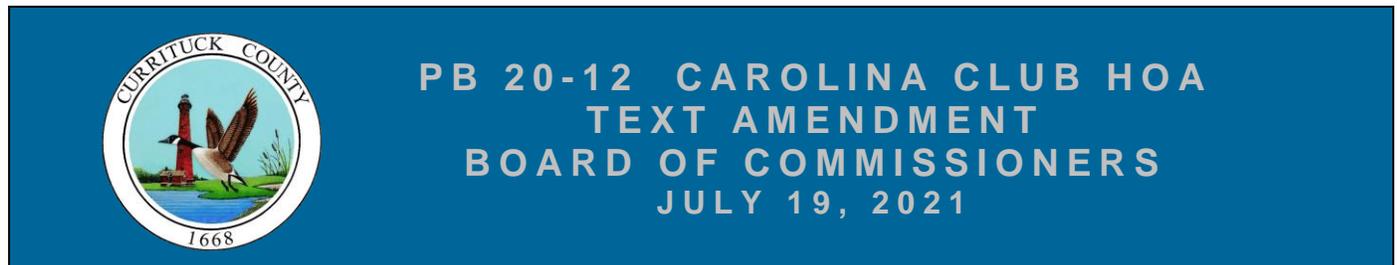
Staff recommends approval of the request provided the use of open space is clarified. The proposed text amendment provides a quasi-judicial review process that will evaluate the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended approval of the requested text amendment with staff's suggested change to include an amendment to Chapter 7 requiring shared parking and storage of major recreational equipment to not be counted as required open space.

Motion

Mr. Owens moved to approve PB 20-12 Carolina Club HOA and recommended the request include an amendment to Chapter 7, Section 7.1.3 requiring shared parking and storage of major recreational equipment shall not be counted as required open space because the request is consistent with the 2006 Land Use Plan Vision Statement and Land Use and Development Goals #10. And the request is in keeping with provisions of the Unified Development Ordinance and the County Code of Ordinances; results in a logical and orderly development pattern; and establishes an evidentiary process that will evaluate the location, design, and operations of the shared parking to determine compatibility with the surrounding land uses. Mr. Doll seconded the motion and the motion carried unanimously 5-0.



Carolina Club Homeowner's Association requests an amendment to the Unified Development Ordinance, Chapter 4. Use Standards to allow shared parking of major recreational equipment as an accessory use in major subdivisions approved and recorded prior to January 1, 2013.

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

Item 1: That Chapter 4 is amended by adding the underlined language and renumbering/lettering accordingly:

4.3.2 General Standards and Limitations

Table of Common Accessory Uses

Table 4.3.2.E, Table of Common Accessory Uses, specifies common types of accessory use and the zoning district where each type may be permitted.

TABLE 4.3.2.E: TABLE OF COMMON ACCESSORY USES																	
P = Permitted by-right Z= Zoning Compliance Permit U = Special Use Permit MP = Allowed with master plan blank cell = Prohibited																	
ACCESSORY USE TYPE	ZONING DISTRICT														ADDITIONAL REQ. (4.3.)		
	RC	AG	SFM	SFO	SFR	SFI	MXR	GB	LB	CC	VC	LI	HI	PD-R		PD-M	PD-O
Shared Parking of Major Recreational Equipment in Major Subdivisions		U	U			U											3.X.

X. Shared Parking of Major Recreational Equipment in Major Subdivisions

Subdivisions subject to the procedures of Section 2.4.8. Subdivision, shall meet the requirements of Section 6.1.3.E., Recreational Equipment Storage, and shall not be subject to the standards of this section.

Shared parking of major recreational equipment shall comply with the following standards:

The accessory use shall be located in an existing residential major subdivision approved and recorded prior to January 1, 2013.

The property used for shared parking of major recreational equipment shall:

Be owned by the homeowner’s association or property owner’s association and shall be located within the subdivision for which the association has control; and,

Not be located in required open space.

The shared parking area shall be screened with a Type D buffer along all property lines in accordance with Section 5.2.7., Screening.

Equipment parked or stored shall not be connected to electricity, water, gas, or sewer facilities.

At no time shall the equipment be used for housekeeping purposes.

All equipment stored in the facility shall be owned by property owners in the subdivision for which the parking area is provided.

All equipment shall be kept in good repair and carry the current year’s license and/or registration.

Vehicular use area shall comply with Section 5.1.4., Configuration of Vehicular Use Area.

Parking spaces shall be a minimum of 12’ x 40’ with adequate drive aisles. No parking or storage shall occur in the drive aisles.

Item 2: Staff suggested Statement of Consistency:

The requested zoning text amendment is consistent with the following 2006 LUP statement and goal:

- Vision Statement to ensure the proposed activities will provide an aesthetically pleasing environment.
- Land Use and Development Goal 10 to properly distribute development forms in accordance with the suitability of land, infrastructure available and the compatibility of surrounding land uses.

The text amendment will result in a logical and orderly development pattern and does establish a mechanism (special use permit) to review the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Assistant Planning Director, Donna Voliva, reviewed the application to allow major subdivisions established prior to January 1, 2013, to create a storage area for major recreational vehicles and equipment. Language revisions, accessory use tables, and buffer requirements were discussed. Current requirements in the Unified Development Ordinance (UDO) were presented and maps were displayed on the overhead to show storage areas existing in other subdivisions. Ms. Voliva responded to questions posed by Commissioners related to lot sizes for storage and she said she has been working with Homeowners Association (HOA) President, Darryl Hood, to develop language that would address impacts related to size, noise, traffic, maintenance, aesthetics and stormwater. Zoning considerations, definitions, and consistency statements were reviewed. Planning Board recommended approval with the condition that parking and storage shall not be counted as required open space. Staff recommends approval with the consideration of the use of open space and Ms. Voliva responded to questions related to definitions, storage parcel locations, open space and residency requirements.

Darryl Hood, Carolina Club HOA President, addressed the Board. He thanked the county staff and Planning Board for their assistance and the Board for considering the application. Mr. Hood responded to Board questions and reviewed the location, size, and intended use of one acre of the lot to house approximately forty vehicles. Uses on adjoining lots were reviewed.

Chairman White opened the public hearing. No one was signed up nor wished to speak and the Public Hearing was closed.

Commissioners and staff had a brief discussion of stormwater requirements on the storage area. Discussion concluded and Commissioner Jarvis moved to approve PB 20-12: Carolina Club HOA and recommended the request include an amendment to

Chapter 7, Section 7.1.3, requiring shared parking and storage of major recreational equipment shall not be counted as required open space, and that language be changed from "owners" to "current residents".

The request is consistent with the 2006 Land Use Plan Vision Statement and Land Use and Development Goals #10. And, the request: Is in keeping with provisions of the UDO and the County Code of Ordinances; results in a logical and orderly development pattern; and establishes an evidentiary process that will evaluate the location, design, and operations of the shared parking to determine compatibility with the surrounding land uses.

Commissioner J. Owen Etheridge seconded the motion. The motion carried, 5-0.

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

B. PB 21-10 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street.

To: Board of Commissioners

From: Planning Staff

Date: **REVISED June 30, 2021**

Subject: PB 21-10 Currituck County Text Amendment
Family Subdivisions

Request

The proposed text amendment initiated by the Board of Commissioners will allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street or a street that meets NCDOT standards. Resultant family subdivision lots shall be three acres in area minimum and are exempt from the current UDO requirement that private access streets shall not serve more than five lots. The current UDO language will not allow extension of a private access street serving more than five lots.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

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

2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Land Use Plan Policies

The following 2006 Land Use Plan Policies are relevant to this proposed text amendment.

POLICY TR8: Local streets shall be designed and built to allow for convenient CIRCULATION WITHIN AND BETWEEN NEIGHBORHOODS and to encourage mobility by pedestrians and bicyclists. Care shall be taken to encourage local street “connectivity” without creating opportunities for cut-through traffic from outside the connected areas.

POLICY TR12: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

Staff Recommendation

Staff recommends that the Board carefully consider impacts of this text amendment on all property owners. Owners of property along existing private access streets currently have assurance that development that accesses the street will be limited unless the street is improved to NCDOT standards.

The UDO states that the purpose of subdivision regulations is to promote health, safety, convenience, order, prosperity, and welfare of present and future residents of the county and subdivision and infrastructure standards are established to maintain conditions essential to the public’s health, safety, and general welfare.

Road maintenance is important and necessary for access, safety, and emergency response. Relaxing standards for family subdivisions may detrimentally impact existing roads and property owners along those roads. This ordinance may create situations where roads are further deteriorated due to the creation of additional lots on substandard roads. Staff is concerned with allowing unlimited lots along a private access street. This text amendment leaves the potential for an unlimited number of lots dependent on access from a private access street. The current limitation for private access streets is 5 lots.

Staff recommends a process for existing owners of a private access street and those with the legal right to access a private street the ability to provide consent for further subdivision along the street. The proposed language includes a requirement for consent by owners of existing private streets.

Staff recommends that family subdivision lots created subject to these regulations shall not be further divided into family subdivision lots, the proposed language includes this prohibition.

Staff suggests including language on the recorded plat that the family subdivision is for the purpose of keeping the land within the family and not for the purpose of short-term investment or circumvention of the UDO.

Staff recommends approval of the request and suggests the following Statement of Consistency: The requested zoning text amendment is consistent with the goals, objectives and policies of the 2006 Land Use Plan including:

Policy TR12: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

The request is reasonable and in the public interest because:

It allows family subdivisions to create larger parcels with relaxed access standards for the purpose of keeping the land within the family.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended denial of the requested text amendment with a 3-2 vote.

Motion

Mr. Doll moved to recommend denial of PB 21-10 because the request is not consistent with the 2006 Land Use Plan: Land Use and Development Goal #10 to properly distribute development forms in accordance with the suitability of land, infrastructure available, and the compatibility of surrounding land uses. And the text amendment may not result in a logical and orderly development pattern because extension of sub-standard private access streets for family subdivision purposes may detrimentally impact existing property owners along the streets. Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Owens and Mr. Bass voting nay.



Amendment to the Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement.

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

Item 1: That Chapter 2 is amended by adding the following underlined language and renumbering accordingly:

2.4.8. Subdivision

D. Minor Subdivision

(1) Procedure

(a) Pre-Application Conference

Not applicable.

(b) Community Meeting

Not Applicable.

(c) Application Submittal and Acceptance

(i) Applicable (see Section 2.3.4). Applications shall include a final plat prepared in accordance with the standards in Section 2.4.8.E.5.b, Final Plat Review Standards.

(ii) Applications and plats for a family subdivision shall include an attestation that the purpose for the subdivision is solely for the conveyance of lots to family members, and that conveyance of a lot in a family subdivision to a non-family member is a violation of this Ordinance.

(d) Staff Review and Action

Applicable (see Section 2.3.5). The Planning Director shall decide an application for a minor subdivision in accordance with Section 2.3.5.D, Applications Subject to Decision by Planning Director or Technical Review Committee, and Section 2.4.8.D.2, Minor Subdivision Review Standards.

(e) Public Hearing Scheduling and Public Notification

Not applicable.

(f) Public Hearing Procedures

Not applicable.

(g) Advisory Body Review and Recommendation

Not applicable.

(h) Decision-Making Body Review and Decision

Not applicable.

(2)

Minor Subdivision Review Standards**(a) General Standards**

A minor subdivision shall be approved on a finding that:

(i) It complies with all applicable standards in Chapter 6: Subdivision and Infrastructure Standards, the standards for a final plat in Section 2.4.8.E.5.B; and all other applicable standards in this Ordinance;

(ii) It complies with the dimensional standards of Chapter 3 (except as allowed in Section 2.4.8.D.2.B.IV);

(iii) It will result in no more than three lots created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area), as it existed on April 2, 1989 (except as allowed in Section 2.4.8.D.2.B, Additional Standards for Family Subdivisions, or as allowed in Section 2.4.8.D.2.C., Additional Standards for Non-residential Minor Subdivisions);

(iv) It does not front an existing NCDOT-maintained public street (except for Family Subdivisions, and Non-residential Minor Subdivisions);

(v) The parent parcel and new parcel(s) shall front a private access street (except as allowed in Section 2.4.8.D.2.C, Additional Standards for Non-residential Minor Subdivisions). The existing driveway to the parent parcel shall be removed if that driveway is not converted into the private access street to service the resultant parcels.

(vi) There is no public right-of-way dedication;

(vii) It does not create a private access street serving more than two lots unless it is a family subdivision;

(viii) Any private access street created shall connect to an existing NCDOT-maintained public street (except as allowed in Section 2.4.8.D.2.B.IV) and shall comply with Section 6.2.1.B.1 Private Access Street Standards; and,

(ix) It does not require significant infrastructure improvements. For the purpose of this section significant infrastructure includes, but is not limited to: a road installed to NCDOT standards, fire hydrant, and/or a fire pond.

(b) Additional Standards for Family Subdivisions

Family subdivisions shall follow the review procedure for minor subdivisions and shall comply with the general standards in (a) above as well as the following:

(i) Lots shall be conveyed solely to family members within two degrees of kinship (e.g., child, grandchild). A maximum of one lot shall be conveyed to the individual family member, including family subdivisions on different parent parcels.

(ii) No more than five lots are created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area) as it existed ten years prior to application submittal.

(iii) Ingress and egress to a lot shall not be from a major arterial street.

(iv) Private access streets created shall connect to an NCDOT-maintained public street and shall not serve more than five lots except for lots that meet the following standards:

(A) The parent parcel or tract shall be a minimum of 12 acres in area.

(B) Lots created shall be a minimum of 3 acres in area in all zoning districts with a minimum lot width of 125 feet.

(C) Existing and new streets shall be improved in accordance with Section 6.2.1.B.1. from an NCDOT maintained public street to the lots created.

(D) A certification by an NC licensed engineer shall be required on the recorded plat indicating that the existing and new streets meet North Carolina State Fire Code.

(E) All owners of existing private streets shall consent to the family subdivision application.

(F) An agreement specifying ownership and responsibility for the maintenance of existing and new streets shall be recorded prior to approval of the plat.

(G) The plat shall state that lots created shall not be further divided into family subdivision lots.

(v) Principal uses shall be limited to single-family detached dwellings and customary accessory uses.

Item 2: That Chapter 6 is amended by adding the following underlined language:

6.2.1. Street Standards

E. Applicability
Unless exempted in accordance with Section 6.2.1.B, Exemptions, the street standards shall apply to all streets serving three or more lots.

F. Exemptions

(1) **Private Access Streets**

(a) A street within a family subdivision or serving a subdivision of two or fewer lots are exempted from the standards in this section, provided they are configured in accordance with Figure 6.2.1.B, Private Access Street Standards, and Section 6.2.1.CD.4, Connection with State Streets, except as permitted in Section 2.4.8.D.2.B.IV.

(b) One private access street is allowed per parent parcel as it existed on April 2, 1989, except as permitted in Section 2.4.8.D.2.B.IV.

(c) All subdivision plats served by private access streets shall bear the following notation:
"Private access streets do not meet the NCDOT's minimum standards for the assumption of maintenance. Currituck County does not construct or maintain streets. Further subdivision of any lot shown on this plat may be prohibited by the Currituck County UDO unless the private access street is improved consistent with minimum NCDOT standards."

G. Street Design Standards
Streets in development subject to these standards shall comply with the following:

(4) **Connection with State Streets**
Provide direct access to an improved street that meets NCDOT design and construction standards or one that has been accepted for maintenance by NCDOT, to the maximum extent practicable.

H. Minimum Street Width

All streets in a subdivision subject to these standards shall comply with the minimum street width standards in Table 6.2.1.D, Minimum Street Width Standards.

TABLE 6.2.1.D: MINIMUM STREET WIDTH STANDARDS							
Subdivision Type	Minimum Right of Way Width (feet)	Local Street		Collector Street		NCDOT Design Standards Applicable?	NCDOT Construction Standards Applicable?
		Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)		
Family Subdivision	24	20	2	N/A	N/A	No	No
Residential Subdivision	See NCDOT <i>Subdivision Roads Minimum Construction Standards Manual</i>					Yes	Yes
Nonresidential Subdivision						Yes	Yes
Conservation Subdivision	30	20 [1]	N/A	N/A	N/A	No	Yes
Planned Unit and Planned Development [2]	30	20 [1]	N/A	N/A	N/A	No	Yes

NOTES:

[1] See Section 6.2.1.G for one-way street pavement width requirements

[2] Streets in Planned Developments shall be installed in accordance with the approved master plan and the requirements of this section.

6.2.3 Utility Standards**I. Water Supply Standards****(1) Water Supply System Required**

(a) Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations.

(b) All buildable lots within a planned unit development, planned development, or multi-family development shall be connected and serviced by the county water supply system.

(c) Except for family subdivisions, lots in the Fruitville and Moyock-Gibbs Woods Townships, and lots located in the Agriculture (AG) zoning district, all new subdivisions and nonresidential development shall be connected and serviced by the county water supply.

Item 3: That Chapter 10 is amended by adding the following underlined language:

10.3.3 Lots**(8) Lot Types (see Figure 10.3.3.A.7, Lot Types)****(5) Family Subdivision Lot**

A lot created through the family subdivision process (see Section 2.4.8).

J. General Lot Requirements**(2) Family Subdivision Lots**

(a) Family subdivision lots shall maintain a minimum lot area of 40,000 square feet, regardless of the minimum requirements for the zoning district (except as permitted in Section 2.4.8.D.2.B.IV or in the SFR district, where district requirements apply).

(b) Family subdivision lots are not required to front onto a public or private street.

10.3 Definitions**STREET, PRIVATE ACCESS**

A street subject to the requirements of Section 6.2.1.B.1, Private Access Streets, that serves a family subdivision or a maximum of two lots.

SUBDIVISION, FAMILY

A subdivision where single-family lots may only be conveyed to family members within two degrees of kinship (e.g., child, grandchild).

Item 4: Staff suggested Statement of Consistency and Reasonableness:

Item 5: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 6: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Planner, Jennie Turner, reviewed the text amendment request with the Board of Commissioners. She began with an explanation of the differences between minor and family subdivisions and reviewed the provisions included in the new language for family subdivisions. Ms. Turner responded to questions during presentation related to new and existing street maintenance requirements, driveways, reset dates for parent parcels, access and easements. County Attorney, Ike McRee, responded to questions pertaining to the use of easements, potential remedies for existing homeowners utilizing an easement, and remedies for the sale of property to a non-family member.

Ms. Turner presented text amendment review standards, consistency statements and supporting policies. Staff recommended approval with the language as presented. The Planning Board recommended denial of the text amendment.

Chairman White opened the Public Hearing. No one was signed up nor wished to speak and the Public Hearing was closed.

Board discussion around access points and potential issues for residents living along non-maintained roads resulted in Commissioner Jarvis moving to table the item. Commissioner Mary Etheridge seconded the motion. Commissioner Jarvis modified her motion and set a date of August 2, 2021, to bring the item back for consideration. The motion passed, 4-1, with Commissioner McCord opposed.

A recess was called at 6:33 PM by Chairman White. The meeting reconvened at 6:40 PM.

RESULT:	TABLED [4 TO 1]	Next: 8/2/2021 6:00 PM
MOVER:	Selina S. Jarvis, Commissioner	
SECONDER:	Mary "Kitty" Etheridge, Commissioner	
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Bob White, Chairman	
NAYS:	Kevin E. McCord, Commissioner	
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman	

NEW BUSINESS

A. Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections

Prior to consideration of the amendment to the Historic Preservation Ordinance, Commissioner Mary Etheridge announced she has been working with the County with regard to an historic home that is owned by her daughter. County Attorney, Ike McRee, determined no conflict of interest with her consideration of the ordinance. Mr. McRee reviewed technical corrections and the changes necessary for the County's Historic Preservation Ordinance to conform with North Carolina 160D amendments to the General Statutes. He explained the Ordinance could not pass because the full Board was not present, but it could be adopted by a simple majority at the second reading.

Commissioner J. Owen Etheridge requested language be added that will require Historic Preservation Commission members to sign a document agreeing to adhere to the Code of Ethics established for Board members. He moved to approve with amended language and Commissioner McCord seconded the motion. The motion carried, 5-0.

RESULT:	ORDINANCE PASSED FIRST READING [UNANIMOUS] Next: 8/2/2021 6:00 PM
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Kevin E. McCord, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

B. Consideration and Action on Resolution of the Currituck County Board of Commissioners Accepting American Rescue Plan Act Funds

Ben Stikeleather, County Manager, reviewed the Resolution to accept the funds received by the County from the American Rescue Plan Act. He reviewed the types of uses that are permitted through the act.

Commissioner Mary Etheridge moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS ACCEPTING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Currituck County is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021, ("CSLRF"); and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina counties; and

WHEREAS, before receiving a payment, a county's board of commissioners is required to formally accept the CSLRF funds; and

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, applicable regulations and state law; and

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, the Currituck county must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for receipt and expenditure of CSLRF funds.

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

Section 1. The Currituck County hereby requests, and will accept, CSLRF funding to be distributed by the State of North Carolina.

Section 2. Currituck County affirms that the CSLRF revenue will be used only for the purposes set forth in the CSLRF, and in U.S. Treasury guidance in 31 CFR, Part 35, any applicable regulations, and state law.

Section 3. Currituck County will comply with procedures created by the North Carolina General Assembly and the U.S. Treasury Department to receive funds under the act.

Section 4. Currituck County will account for CSLRF in a separate fund and not co-mingle CSLRF funds with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

Section 5. The Board of Commissioners designates and directs the County Manager and Finance Officer to take all actions necessary on behalf of the Board to receive the CSLRF funds.

Section 6. This resolution shall be effective upon its adoption.

ADOPTED, the 19th day of July, 2021.

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

C. Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Expansion of the Mainland and Southern Outer Banks Water System Water Treatment Plants

Ben Stikeleather, County Manager, reviewed the Resolution authorizing the Design-Build construction method for future expansions at the Mainland Water Plant and the Southern Outer Banks Water Plant.

Commissioner McCord moved for approval. Chairman White seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE EXPANSION OF THE MAINLAND AND SOUTHERN OUTER BANKS WATER SYSTEM WATER TREATMENT PLANTS

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, the county must establish written criteria to determining the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the expansion of the Mainland Water Treatment Plant and the Southern Outer Banks Water System ("SOBWS") Water Treatment Plant is:

Criteria 1 - The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a

design-builder. Through the Engineering, Utilities, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - *The time constraints for the delivery of the project.* Potable drinking water demands are increasing on the Currituck mainland and Outer Banks. Expansion of the water treatment plants will ensure an adequate supply of potable water to county water system customers. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - *The ability to ensure that a quality project can be delivered.* Within the Engineering Department and Utilities Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - *The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.* Within the Engineering, Utilities, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - *A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities.* The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143-128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - *The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified.* The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization on the expansion of the Mainland and SOBWS Water Treatment Plants. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

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

D. Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Construction of a Public Works Facility

Ben Stikeleather, County Manager, reviewed the Resolution to authorize the Design-Build construction method for a new Public Works facility to be located near the County airport. He said the building would consist mainly of warehouse space with some office space.

Commissioner J. Owen Etheridge moved for approval. Commissioner McCord seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE CONSTRUCTION OF A PUBLIC WORKS FACILITY

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, county must establish written criteria to determine the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the construction of a Public Works facility is:

Criteria 1 - The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder. Through the Engineering, Public Works, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - The time constraints for the delivery of the project. The Public Works department lacks office, storage, and warehouse space which hampers the departments' ability to fulfill its daily responsibilities. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - *The ability to ensure that a quality project can be delivered.* Within the Engineering Department and Public Works Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - *The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.* Within the Engineering, Public Works, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - *A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities.* The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143-128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - *The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified.* The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the written criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization for the construction of a Public Works facility. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

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

E. Consideration and Action on Ground Lease Between Currituck County and Mike Hockett for Location of a Hanger at Currituck Regional Airport

Ike McRee, County Attorney, reviewed a leasing document to allow construction of a hangar on County property located at the Currituck County Regional Airport. He reviewed the lease terms and the benefits to the County pertaining to tax revenue and fuel sales were presented.

Commissioner J. Owen Etheridge moved for approval. Commissioner Mary Etheridge seconded the motion. The motion carried, 5-0.

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

F) Board Appointments

1. ABC Board

Commissioner Mary Etheridge nominated Chris Bell to serve on the ABC Board. Commissioner Jarvis seconded the motion. The motion carried and the nominee was approved, 5-0.

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

2. Animal Services and Control Advisory

Commissioner Mary Etheridge nominated Nancy VanClief and Laura Hill for reappointment to the Animal Services and Control Advisory Board. Chairman White seconded the motion. The motion carried, 5-0.

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

3. Board of Adjustment

Chairman Payment intended to submit a nominee to serve on the Board of Adjustment. In his absence, acting Chairman White made a motion to continue the appointment to

August 2, 2021, Board of Commissioners meeting. The motion to continue was seconded by Commissioner McCord and the motion carried, 5-0.

RESULT:	CONTINUED [UNANIMOUS]	Next: 8/2/2021 6:00 PM
MOVER:	Bob White, Chairman	
SECONDER:	Kevin E. McCord, Commissioner	
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Chairman	
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman	

G) Consent Agenda

Commissioner Jarvis moved for approval of the Consent Agenda. The motion was seconded by Commissioner Mary Etheridge. The motion carried, 5-0, and the Consent Agenda was approved.

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

1. Budget Amendments

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
14460-545000	Contracted Services	\$ 34,000	
14390-499900	Appropriated Fund Balance		\$ 34,000
		\$ 34,000	\$ 34,000
Explanation:	Carova Beach Roads (14460) - To appropriate fund balance remaining at the end of FY 2021 to cover an additional \$1,380 needed for scheduled road maintenance for FY 2022 and for additional maintenance in the district to cover power lines that have become exposed due to excessive rain and travel on the sand roads.		
Net Budget Effect:	Carova Beach Road District Fund (14) - Increased by \$34,000.		

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10795-576008	Grass Cutting/Spraying	\$ 31,608	
10390-499900	Fund Balance Appropriated		\$ 31,608
		<u>\$ 31,608</u>	<u>\$ 31,608</u>
Explanation:	Parks & Recreation (10795) - Increase appropriations for lawn maintenance for the new park at Shingle Landing.		
Net Budget Effect:	Operating Fund (10) - Increased by \$31,608.		
		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10640-532004	Supplies - Home Economics	\$ 4,147	
10390-499900	Fund Balance Appropriated		\$ 4,147
		<u>\$ 4,147</u>	<u>\$ 4,147</u>
Explanation:	Cooperative Extension (10640) - To carry-forward \$2,434 in Medicare Improvements for Patients and Providers Act (MIPPA) and \$1,723 in Seniors' Health Insurance Information Program (SHIIP) grant funds that were remaining at June 30, 2021.		
Net Budget Effect:	Operating Fund (10) - Increased by \$4,147.		
		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10535-521000	Rent	\$ 735	
10535-516000	Repairs & Maintenance		\$ 735
		<u>\$ 735</u>	<u>\$ 735</u>
Explanation:	Communications (10535) - Transfer budgeted funds for increase in rent on communications tower.		
Net Budget Effect:	Operating Fund (10) - No change.		

		Debit	Credit
Account Number	Account Description	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
61818-557100	Software License Fee	\$ 6,020	
61818-533000	Dues & Subscriptions	\$ 14,000	
61818-553800	Chemicals	\$ 65,000	
61818-590000	Capital Outlay	\$ 246,420	
61390-499900	Appropriated Retained Earnings		\$ 331,440
		<u>\$ 331,440</u>	<u>\$ 331,440</u>
Explanation:	Mainland Water (61818) - To carry-forward funds that were for projects not completed in FY 2021.		
Net Budget Effect:	Mainland Water Funf (61) - Increased by \$331,440.		

2. Surplus Resolution-EMS Stretcher

RESOLUTION																				
<p>WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be sold at auction, negotiated sale or will be disposed of if not sellable.</p> <p>Dept: EMS County</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Asset Tag</th> <th style="text-align: left;">Description</th> <th style="text-align: left;">Serial Number</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5180</td> <td>Scoop Stretcher (very old and outdated; missing parts)</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Currituck reserves the right to reject any and all bids.</p> <p>ADOPTED, this 19th day of July, 2021.</p>			Asset Tag	Description	Serial Number	5180	Scoop Stretcher (very old and outdated; missing parts)													
Asset Tag	Description	Serial Number																		
5180	Scoop Stretcher (very old and outdated; missing parts)																			

3. Consideration and Action on Disaster Related Debris Removal Agreement Between North Carolina Department of Transportation and Currituck County

4) Approval Of Minutes-June 21, 2021

Minutes Approval-Board of E&R

1. Minutes for June 21, 2021

ADJOURN

Motion to Adjourn Meeting

The Board had no further business and Commissioner Jarvis moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 5-0, and the regular meeting of the Board of Commissioners concluded at 6:54 PM.

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

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners held a Special Meeting following adjournment of the 6:00 PM regular meeting on July 19, 2021, to sit as the Tourism Development Authority. The Special Meeting took place in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering Events Grant recommendations submitted by the Tourism Advisory Board.

Consideration of Grant Recommendations for Tourism Event Assistance

Tameron Kugler, Director of Travel and Tourism, addressed the Board of Commissioners and presented a brief review of the events recommended to receive a grant award and to respond to Commissioner questions about the events. Ms. Kugler also reported on the success of this year's Knotts Island Peach Festival and reviewed plans for the upcoming Christmas in Corolla Village event.

Chairman White moved for approval of the grant recommendations. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 5-0.

1. Knotts Island Seafood Festival (Knotts Island Ruritans) - \$20,000 request / \$20,000 approved by TAB

Sept. 25, 2021 from 12PM to 9PM

This is a Seafood Festival featuring locally sourced oysters, shrimp, crabs, etc., including local vendors from the area along with multiple bands providing entertainment. There will be a raffle that is included with admission and additional tickets available for purchase. The raffle will be drawn the evening of the festival. T-Shirts will be

available for purchase and advertising will consist of radio, print, and social media. The festival will be located outside and sanitizing stations will be available. The intended results will be revenue for community enrichment.

TAB recommended awarding the full requested amount of \$20,000.

2. Peach Blossom Market (Martin Farm & Winery) - \$10,955 request / \$10,955 approved by TAB

Sunday, March 20, 2022 or Sunday, March 27, 2022

Visitors to the Peach Blossom Market at Martin Farm and Winery will be able to taste wines, sip on one of our "famous" peach slushies, shop local artisans, enjoy food truck offerings, and listen to acoustic music all while enjoying the scenic views of the peach blossoms in bloom and beautiful Knotts Island Bay.

*The event will be held on a Sunday in mid-late March from 11am-5pm

*Parking will be \$5.00/car and each car will be given 2 raffle tickets to be entered into a drawing to win a 2 Adirondack Chairs with side table from Built To Last in Moyock

*Parking will be organized by a Currituck non-profit organization, and they will be reimbursed for their services

*We will also sell \$2.00 raffle tickets for a 90 minute Sound Side Eco Tour provided by Slip Shot Sound Charters out of Corolla. 100% of proceeds will be donated to The Corolla Wild Horse Foundation

*Wine tastings will be provided in an 8oz stemmed glass with the Martin Farm and Winery logo as well as the Currituck Travel and Tourism logo

*We will hold the wine tastings under a tent with a banner that has the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo.

*Our "famous" peach slushies will be served in a 16oz frosted souvenir cup with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

*Acoustic band/performer

*2-3 food trucks

*Visitors can shop local artisan vendors

*T-shirts and other marketing material for sale and giveaways with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

The Peach Blossom Market is intended to bring visitors to our farm to experience the blossoms as they burst with color in our constantly growing Peach orchard. We would like others in our neighboring communities and beyond to be able to come and get to know "the hidden gem of the inner banks" that the residents know as Knotts Island, North Carolina.

TAB recommended awarding the full requested amount of \$10,955 - moving \$500 from add'l staff to security.

3. Christmas in Corolla Village (Twiddy & Company) - \$19,000 request / \$20,000 approved by TAB

Friday and Saturday evenings November 26 through December 18, 2021

Lights, floral delights and holiday sights are all part of the first-annual Christmas in Corolla Village, a holiday wonderland that brings the spirit of Christmas to an area landmark. After their candlelit tour of The Whalehead Club, visitors will then make their way toward Corolla Historic Village where Christmas joy will fill the air.

As visitors stroll up and down Corolla Village Road, they'll be treated to thousands of lights, trees, and displays with plenty of social media video and photo ops (#ChristmasInCorolla). In the spirit of the Whalehead candlelight tour, the ghosts of both Christmases past and present will be on full display with sights and sounds guests of all ages will love.

Each weekend will include special events and performances and we plan to partner with village merchants to provide guests with refreshments and unique shopping opportunities. While we all love summers in Corolla. The goal of this event is to make Christmas the 'most wonderful time of the year' on Currituck's Outer Banks for locals and visitors alike.

TAB recommended awarding the full requested amount of \$19,000 with add'l funding of \$1000 for a total of \$20,000

4. Currituck Christmas Treasure Hunt (OBX Treasure Hunt) - \$6,000 request / \$5,000 approved by TAB

Starting on November 25 ending December 30, 2021

The Currituck Christmas Treasure Hunt is a Christmas themed treasure hunt with the goal to attract the Hampton Roads and Dare County residents while also capturing the normal tourism that occurs. A website will be created where tourists will put in information and purchase the treasure hunt. The treasure hunt will take place on Historic Corolla Park property and in Corolla Village. There will be 10 different clues that need to be solved by going around Whalehead and the competitor with the fastest time wins. Each hunt will be informative and educational about Currituck County. The grand prize will be a week-long vacation in Corolla. OBX Treasure Hunt will work with the vendors and tour guides with items and clues placed around Whalehead guiding them to explore the entire Historic Park & Christmas Village. This is a seasonal event during the holiday season.

The TAB asked for additional information from the applicant after the meeting. The additional information was sent by the applicant and is incorporated in the description above. This information was sent to the requesting TAB members.

TAB recommended awarding \$5,000 as actors (\$1,000) cannot be hired for this event to be in the Park as it would then be entering into the commercial activity in the Park situation Otherwise, it is a pass through event with is allowed.

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

ADJOURN SPECIAL MEETING

There was no further business and Commissioner Mary Etheridge moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 5-0, and the meeting of the Tourism Development Authority concluded at 6:58 PM.

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

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS IN APPRECIATION FOR THE SERVICE OF SHERIFF'S
DEPUTY CALEB EDWARDS TO THE CITIZENS OF CURRITUCK COUNTY,
NORTH CAROLINA**

WHEREAS, on April 11, 2021, Currituck County Sheriff's Deputy Caleb Edwards responded to a residential structure fire in Moyock, North Carolina, where he found two occupants of the house confined in life threatening circumstances; and

WHEREAS, Deputy Edwards entered the home to reach and extract one of the injured persons, bringing them to safety and rendering care until relieved by Emergency Medical Services personnel; and

WHEREAS, Deputy Edwards' immediate and selfless lifesaving actions to another is a credit to him and to the Currituck County Sheriff's office for which the citizens of Currituck County are grateful.

NOW, THEREFORE, BE IT RESOLVED, by the Currituck County Board of Commissioners, that on behalf of the citizens of Currituck County, the Board of Commissioners acknowledges the lifesaving action of Deputy Caleb Edwards and extends its appreciation for his dedicated public service.

ADOPTED this 19th day of July, 2021.

Michael H. Payment, Chairman
Board of Commissioners

Leeann Walton
Clerk to the Board of Commissioners

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS IN APPRECIATION FOR THE SERVICE OF
FIREFIGHTER KEITH STORF TO THE CITIZENS OF CURRITUCK
COUNTY, NORTH CAROLINA**

WHEREAS, on April 11, 2021, Crawford Fire Department Firefighter Keith Storf responded to a residential structure fire in Moyock, North Carolina, where he found two occupants of the house confined in life threatening circumstances; and

WHEREAS, Firefighter Keith Storf entered the home to reach and extract one of the injured persons, bringing them to safety and rendering care until relieved by Emergency Medical Services personnel; and

WHEREAS, Firefighter Keith Storf's immediate and selfless lifesaving actions to another is a credit to him and to the Crawford Fire Department for which the citizens of Currituck County are grateful.

NOW, THEREFORE, BE IT RESOLVED, by the Currituck County Board of Commissioners, that on behalf of the citizens of Currituck County, the Board of Commissioners acknowledges the lifesaving action of Firefighter Keith Storf and extends its appreciation for his dedicated public service.

ADOPTED this 19th day of July, 2021.

Michael H. Payment, Chairman
Board of Commissioners

Leeann Walton
Clerk to the Board of Commissioners



Currituck County

Planning and Community Development Department
 Planning and Zoning Division
 153 Courthouse Road Suite 110
 Currituck NC 27929
 252-232-3055 Fax 252-232-3026

To: Board of Commissioners
 From: Planning Staff
 Date: June 23, 2021
 Subject: PB 20-12 Carolina Club HOA – Shared Parking of Recreational Equipment (Revised)

Request

The proposed text amendment submitted by Ansley Miller, agent for the Carolina Club Homeowner's Association, is to provide language and establish a process for a homeowner's association to allocate an area for shared parking of major recreational equipment. The amendment targets major subdivisions recorded prior to January 1, 2013.

Background

Most residential subdivisions created prior to January 1, 2013, do not have areas in the development for shared parking or storage of major recreational equipment. Property owners in these developments may rent space at a nearby self-storage facility or park the equipment at the residence if permitted by the restrictive covenants.

The Unified Development Ordinance, Section 6.1.3.E. requires shared storage and temporary parking of recreational equipment for developments containing 20 or more lots with an average lot size of less than 20,000 square feet. The parking area is shown on the preliminary plat and is part of the subdivision. It is not typical for residential development not subject to Section 6.1.3.E. to provide shared parking area(s) within the development.

Staff Commentary

With residential subdivisions, the developer dedicates area on the final plat as open space. The dedicated area is transferred to the homeowner's association and the association maintains and controls the common area. Required open space is allocated for passive or active recreational uses, public facilities, conservation areas, farming, or forested lands. The final plat provides clarity and assurances that the open space will be used for these activities. When a developer records a subdivision and sells lots referencing the plat, the purchaser or owner has expectations, assurances, and rights that development will occur as depicted on the plat. A property owner may find an increased value to a particular lot because of the surrounding land uses such as open space. This does not mean final plats cannot be changed. By agreement of the property owners and compliance with county regulations, the dedications and land use allocations may be changed.

Some properties may be owned by a homeowner's association, listed as future development, and not allocated or dedicated as open space on a recorded plat. These lands may be internal and centrally located in a subdivision or along the perimeter of a subdivision. When the lands are located along the perimeter of the subdivision, impacts to a property owner adjacent to the subdivision but not a part of the residential subdivision may occur with outdoor storage or parking of recreational equipment.

Initially, the applicant proposed a zoning permit process for the new accessory use. After the May 11, 2021 Planning Board meeting and in response to the staff concerns with an administrative process, the applicant modified the request to require a (special) use permit for the new accessory use. The (special) use permit will allow adjacent property owners the opportunity to present evidence during a quasi-judicial hearing. For a new major residential subdivision, input by the adjacent owners is factored into the public process. Establishing a process similar to the major subdivision review could better evaluate the location and activities associated with the shared parking, including but not limited to noise, size of area dedicated to shared parking, surrounding land uses, access, aesthetics, lighting, stormwater, and other similar impacts typical of equipment parking and storage.

When shared parking is provided in a new subdivision it is planned at the onset and can become an amenity to the property owners in a development. The maintenance of these areas is extremely important to adjoining properties.

Designated outdoor storage areas are not permitted in required open space (2013 UDO Chapter 7, Section 7.1.3.B). The text amendment should also consider explicitly:

1. Not allowing shared parking and storage of major recreational equipment to be included in required open space; or,
2. Allowing shared parking and storage of major recreational equipment to be included in required open space.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff Recommendation

The staff recommendation on the proposed text amendment involves the director concluding whether the application complies with the applicable review standards (Text Amendment Review Standards). The proposed amendment does not appear to be inconsistent to goals, objectives, and policies in the 2006 Land Use Plan. A quasi-judicial review of the proposed use, adjacent land uses, and evaluation

of recorded and established developments will provide assurances the proposed text amendment will protect and maintain high quality aesthetic standards for development (UDO General Purpose and Intent). The request is in keeping with the 2013 UDO requiring a residential development with smaller lots (less than 20,000 square feet) to provide a central location for shared parking and storage in the boundaries of the development.

Staff recommends approval of the request provided the use of open space is clarified. The proposed text amendment provides a quasi-judicial review process that will evaluate the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended approval of the requested text amendment with staff's suggested change to include an amendment to Chapter 7 requiring shared parking and storage of major recreational equipment to not be counted as required open space.

Motion

Mr. Owens moved to approve PB 20-12 Carolina Club HOA and recommended the request include an amendment to Chapter 7, Section 7.1.3 requiring shared parking and storage of major recreational equipment shall not be counted as required open space because the request is consistent with the 2006 Land Use Plan Vision Statement and Land Use and Development Goals #10. And the request is in keeping with provisions of the Unified Development Ordinance and the County Code of Ordinances; results in a logical and orderly development pattern; and establishes an evidentiary process that will evaluate the location, design, and operations of the shared parking to determine compatibility with the surrounding land uses. Mr. Doll seconded the motion and the motion carried unanimously 5-0.



**PB 20-12 CAROLINA CLUB HOA
TEXT AMENDMENT
BOARD OF COMMISSIONERS
JULY 19, 2021**

Carolina Club Homeowner’s Association requests an amendment to the Unified Development Ordinance, Chapter 4. Use Standards to allow shared parking of major recreational equipment as an accessory use in major subdivisions approved and recorded prior to January 1, 2013.

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

Item 1: That Chapter 4 is amended by adding the underlined language and renumbering/lettering accordingly:

4.3.2 General Standards and Limitations

E. Table of Common Accessory Uses

Table 4.3.2.E, Table of Common Accessory Uses, specifies common types of accessory use and the zoning district where each type may be permitted.

TABLE 4.3.2.E: TABLE OF COMMON ACCESSORY USES																	
P = Permitted by-right Z= Zoning Compliance Permit U = <u>Special Use Permit</u> MP = Allowed with master plan blank cell = Prohibited																	
ACCESSORY USE TYPE	ZONING DISTRICT															ADDITIONAL REQ. (4.3. ___)	
	RC	AG	SFM	SFO	SFR	SFI	MXR	GB	LB	CC	VC	LI	HI	PD-R	PD-M		PD-O
<u>Shared Parking of Major Recreational Equipment in Major Subdivisions</u>		U	U			U											3.X.

X. Shared Parking of Major Recreational Equipment in Major Subdivisions

- (1) Subdivisions subject to the procedures of Section 2.4.8. Subdivision, shall meet the requirements of Section 6.1.3.E., Recreational Equipment Storage, and shall not be subject to the standards of this section.
- (2) Shared parking of major recreational equipment shall comply with the following standards:

Attachment: 1- 20-12 Carolina Club HOA RV storage rev [Revision 1] (PB 20-12 Carolina Club HOA)

- (a) The accessory use shall be located in an existing residential major subdivision approved and recorded prior to January 1, 2013.
- (b) The property used for shared parking of major recreational equipment shall:
 - (i) Be owned by the homeowner's association or property owner's association and shall be located within the subdivision for which the association has control; and,
 - (ii) Not be located in required open space.
- (c) The shared parking area shall be screened with a Type D buffer along all property lines in accordance with Section 5.2.7., Screening.
- (d) Equipment parked or stored shall not be connected to electricity, water, gas, or sewer facilities.
- (e) At no time shall the equipment be used for housekeeping purposes.
- (f) All equipment stored in the facility shall be owned by property owners in the subdivision for which the parking area is provided.
- (g) All equipment shall be kept in good repair and carry the current year's license and/or registration.
- (h) Vehicular use area shall comply with Section 5.1.4., Configuration of Vehicular Use Area.
- (i) Parking spaces shall be a minimum of 12' x 40' with adequate drive aisles. No parking or storage shall occur in the drive aisles.

Item 2: Staff suggested Statement of Consistency:

The requested zoning text amendment is consistent with the following 2006 LUP statement and goal:

- Vision Statement to ensure the proposed activities will provide an aesthetically pleasing environment.
- Land Use and Development Goal 10 to properly distribute development forms in accordance with the suitability of land, infrastructure available and the compatibility of surrounding land uses.

The text amendment will result in a logical and orderly development pattern and does establish a mechanism (special use permit) to review the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Board of Commissioners' Chairman
Attest:

Leeann Walton
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: _____ AYES _____ NAYS

.....
PLANNING BOARD DATE: 6/8/2021
PLANNING BOARD RECOMMENDATION: Approved
VOTE: 5 AYES 0 NAYS

ADVERTISEMENT DATE OF PUBLIC HEARING: 7/7/2021 & 7/14/2021
BOARD OF COMMISSIONERS PUBLIC HEARING: 7/19/2021
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____

Attachment: 1- 20-12 Carolina Club HOA RV storage rev [Revision 1] (PB 20-12 Carolina Club HOA)



Text Amendment Application

OFFICIAL USE ONLY:

Case Number: _____
 Date Filed: _____
 Gate Keeper: _____
 Amount Paid: _____

Contact Information

APPLICANT:

Name: Carolina Club Home Owners Association
 Address: PO BOX 1807
Nags Head, NC 27959
 Telephone: (252) 480-4749
 E-Mail Address: ansleym@vrobx.com

Request

I, the undersigned, do hereby make application to change the Currituck County UDO as herein requested.

Amend Chapter(s) 6 Section(s) 1.3.E.3 as follows:

See Attached

*Request may be attached on separate paper if needed.

Ansley Mick / agent for
 Petitioner Carolina Club HOA

7-13-20
 Date

Attachment: 2- Text Amendment Package - Carolina Club (PB 20-12 Carolina Club HOA)

Text Amendment Submittal Checklist

Staff will use the following checklist to determine the completeness of your application. Only complete applications will be accepted.

Text Amendment Submittal Checklist

Date Received: _____

Project Name: _____

Applicant/Property Owner: _____

Text Amendment Submittal Checklist		
1	Complete Text Amendment application	<input checked="" type="checkbox"/>
2	Application fee (\$300)	<input checked="" type="checkbox"/>
3	2 hard copies of ALL documents	<input checked="" type="checkbox"/>
4	1 PDF digital copy of all documents (ex. Compact Disk – e-mail not acceptable)	<input checked="" type="checkbox"/>

For Staff Only

Pre-application Conference

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

Comments

E. Recreational Equipment Storage

(3) Subdivisions existing before July 1, 2019, may create Recreational Equipment Storage areas on land abutting the subdivision. Recreational Equipment Facilities created under this section are not required to be part of the recorded plat of the subdivision. Recreational Equipment Storage areas created under this section must meet the following criteria.

- Parcel must have a minimum of 30 feet of road frontage.
- All property lines abutting residential properties must meet Type D Buffer requirements.
- Lighting will meet the requirements of Section 5.4.



Currituck County

Planning and Community Development Department
 Planning and Zoning Division
 153 Courthouse Road Suite 110
 Currituck NC 27929
 252-232-3055 Fax 252-232-3026

To: Board of Commissioners
 From: Planning Staff
 Date: **REVISED June 30, 2021**
 Subject: PB 21-10 Currituck County Text Amendment
 Family Subdivisions

Request

The proposed text amendment initiated by the Board of Commissioners will allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street or a street that meets NCDOT standards. Resultant family subdivision lots shall be three acres in area minimum and are exempt from the current UDO requirement that private access streets shall not serve more than five lots. The current UDO language will not allow extension of a private access street serving more than five lots.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Land Use Plan Policies

The following 2006 Land Use Plan Policies are relevant to this proposed text amendment.

POLICY TR8: Local streets shall be designed and built to allow for convenient CIRCULATION WITHIN AND BETWEEN NEIGHBORHOODS and to encourage mobility by pedestrians and bicyclists. Care shall be taken to encourage local street "connectivity" without creating opportunities for cut-through traffic from outside the connected areas.

POLICY TR12: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

Staff Recommendation

Staff recommends that the Board carefully consider impacts of this text amendment on all property owners. Owners of property along existing private access streets currently have assurance that development that accesses the street will be limited unless the street is improved to NCDOT standards.

The UDO states that the purpose of subdivision regulations is to promote health, safety, convenience, order, prosperity, and welfare of present and future residents of the county and subdivision and infrastructure standards are established to maintain conditions essential to the public's health, safety, and general welfare.

Road maintenance is important and necessary for access, safety, and emergency response. Relaxing standards for family subdivisions may detrimentally impact existing roads and property owners along those roads. This ordinance may create situations where roads are further deteriorated due to the creation of additional lots on substandard roads. Staff is concerned with allowing unlimited lots along a private access street. This text amendment leaves the potential for an unlimited number of lots dependent on access from a private access street. The current limitation for private access streets is 5 lots.

Staff recommends a process for existing owners of a private access street and those with the legal right to access a private street the ability to provide consent for further subdivision along the street. The proposed language includes a requirement for consent by owners of existing private streets.

Staff recommends that family subdivision lots created subject to these regulations shall not be further divided into family subdivision lots, the proposed language includes this prohibition.

Staff suggests including language on the recorded plat that the family subdivision is for the purpose of keeping the land within the family and not for the purpose of short-term investment or circumvention of the UDO.

Staff recommends approval of the request and suggests the following Statement of Consistency: The requested zoning text amendment is consistent with the goals, objectives and policies of the 2006 Land Use Plan including:

Policy TR12: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

The request is reasonable and in the public interest because:

It allows family subdivisions to create larger parcels with relaxed access standards for the purpose of keeping the land within the family.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended denial of the requested text amendment with a 3-2 vote.

Motion

Mr. Doll moved to recommend denial of PB 21-10 because the request is not consistent with the 2006 Land Use Plan: Land Use and Development Goal #10 to properly distribute development forms in accordance with the suitability of land, infrastructure available, and the compatibility of surrounding land uses. And the text amendment may not result in a logical and orderly development pattern because extension of sub-standard private access streets for family subdivision purposes may detrimentally impact existing property owners along the streets. Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Owens and Mr. Bass voting nay.



**PB 21-10 CURRITUCK COUNTY
TEXT AMENDMENT
BOARD OF COMMISSIONERS
JULY 19, 2021**

Amendment to the Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement.

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

Item 1: That Chapter 2 is amended by adding the following underlined language and renumbering accordingly:

2.4.8. Subdivision

D. Minor Subdivision

(1) Procedure

(a) Pre-Application Conference

Not applicable.

(b) Community Meeting

Not Applicable.

(c) Application Submittal and Acceptance

(i) Applicable (see Section 2.3.4). Applications shall include a final plat prepared in accordance with the standards in Section 2.4.8.E.5.b, Final Plat Review Standards.

(ii) Applications and plats for a family subdivision shall include an attestation that the purpose for the subdivision is solely for the conveyance of lots to family members, and that conveyance of a lot in a family subdivision to a non-family member is a violation of this Ordinance.

(d) Staff Review and Action

Applicable (see Section 2.3.5). The Planning Director shall decide an application for a minor subdivision in accordance with Section 2.3.5.D, Applications Subject to Decision by Planning Director or Technical Review Committee, and Section 2.4.8.D.2, Minor Subdivision Review Standards.

(e) Public Hearing Scheduling and Public Notification

Not applicable.

- (f) **Public Hearing Procedures**
Not applicable.
 - (g) **Advisory Body Review and Recommendation**
Not applicable.
 - (h) **Decision-Making Body Review and Decision**
Not applicable.
- (2) **Minor Subdivision Review Standards**
- (a) **General Standards**
A minor subdivision shall be approved on a finding that:
 - (i) It complies with all applicable standards in Chapter 6: Subdivision and Infrastructure Standards, the standards for a final plat in Section 2.4.8.E.5.B; and all other applicable standards in this Ordinance;
 - (ii) It complies with the dimensional standards of Chapter 3 (except as allowed in Section 2.4.8.D.2.B.IV);
 - (iii) It will result in no more than three lots created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area), as it existed on April 2, 1989 (except as allowed in Section 2.4.8.D.2.B, Additional Standards for Family Subdivisions, or as allowed in Section 2.4.8.D.2.C., Additional Standards for Non-residential Minor Subdivisions);
 - (iv) It does not front an existing NCDOT-maintained public street (except for Family Subdivisions, and Non-residential Minor Subdivisions);
 - (v) The parent parcel and new parcel(s) shall front a private access street (except as allowed in Section 2.4.8.D.2.C, Additional Standards for Non-residential Minor Subdivisions). The existing driveway to the parent parcel shall be removed if that driveway is not converted into the private access street to service the resultant parcels.
 - (vi) There is no public right-of-way dedication;
 - (vii) It does not create a private access street serving more than two lots unless it is a family subdivision;
 - (viii) Any private access street created shall connect to an existing NCDOT-maintained public street (except as allowed in Section 2.4.8.D.2.B.IV) and shall comply with Section 6.2.1.B.1 Private Access Street Standards; and,
 - (ix) It does not require significant infrastructure improvements. For the purpose of this section significant infrastructure includes, but is not limited to: a road installed to NCDOT standards, fire hydrant, and/or a fire pond.
 - (b) **Additional Standards for Family Subdivisions**
Family subdivisions shall follow the review procedure for minor subdivisions and shall comply with the general standards in (a) above as well as the following:

- (i) Lots shall be conveyed solely to family members within two degrees of kinship (e.g., child, grandchild). A maximum of one lot shall be conveyed to the individual family member, including family subdivisions on different parent parcels.
- (ii) No more than five lots are created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area) as it existed ten years prior to application submittal.
- (iii) Ingress and egress to a lot shall not be from a major arterial street.
- (iv) Private access streets created shall connect to an NCDOT-maintained public street and shall not serve more than five lots except for lots that meet the following standards:
 - (A) The parent parcel or tract shall be a minimum of 12 acres in area.
 - (B) Lots created shall be a minimum of 3 acres in area in all zoning districts with a minimum lot width of 125 feet.
 - (C) Existing and new streets shall be improved in accordance with Section 6.2.1.B.1. from an NCDOT maintained public street to the lots created.
 - (D) A certification by an NC licensed engineer shall be required on the recorded plat indicating that the existing and new streets meet North Carolina State Fire Code.
 - (E) All owners of existing private streets shall consent to the family subdivision application.
 - (F) An agreement specifying ownership and responsibility for the maintenance of existing and new streets shall be recorded prior to approval of the plat.
 - (G) The plat shall state that lots created shall not be further divided into family subdivision lots.
- (v) Principal uses shall be limited to single-family detached dwellings and customary accessory uses.

Item 2: That Chapter 6 is amended by adding the following underlined language:

6.2.1. Street Standards

A. Applicability

Unless exempted in accordance with Section 6.2.1.B, Exemptions, the street standards shall apply to all streets serving three or more lots.

B. Exemptions

(1) Private Access Streets

- (a) A street within a family subdivision or serving a subdivision of two or fewer lots are exempted from the standards in this section, provided they are configured in accordance with Figure 6.2.1.B, Private Access Street Standards, and Section 6.2.1.€D.4, Connection with State Streets, except as permitted in Section 2.4.8.D.2.B.IV.
- (b) One private access street is allowed per parent parcel as it existed on April 2, 1989, except as permitted in Section 2.4.8.D.2.B.IV.
- (c) All subdivision plats served by private access streets shall bear the following notation:
 “Private access streets do not meet the NCDOT’s minimum standards for the assumption of maintenance. Currituck County does not construct or maintain streets. Further subdivision of any lot shown on this plat may be prohibited by the Currituck County UDO unless the private access street is improved consistent with minimum NCDOT standards.”

D. Street Design Standards

Streets in development subject to these standards shall comply with the following:

- (4) **Connection with State Streets**
 Provide direct access to an improved street that meets NCDOT design and construction standards or one that has been accepted for maintenance by NCDOT, to the maximum extent practicable.

E. Minimum Street Width

All streets in a subdivision subject to these standards shall comply with the minimum street width standards in Table 6.2.1.D, Minimum Street Width Standards.

TABLE 6.2.1.D: MINIMUM STREET WIDTH STANDARDS							
Subdivision Type	Minimum Right of Way Width (feet)	Local Street		Collector Street		NCDOT Design Standards Applicable?	NCDOT Construction Standards Applicable?
		Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)		
Family Subdivision	24	20	2	N/A	N/A	No	No
Residential Subdivision	See NCDOT <i>Subdivision Roads Minimum Construction Standards Manual</i>					Yes	Yes
Nonresidential Subdivision						Yes	Yes
Conservation Subdivision	30	20 [1]	N/A	N/A	N/A	No	Yes
Planned Unit and Planned Development [2]	30	20 [1]	N/A	N/A	N/A	No	Yes

NOTES:

- [1] See Section 6.2.1.G for one-way street pavement width requirements
- [2] Streets in Planned Developments shall be installed in accordance with the approved master plan and the requirements of this section.

6.2.3 Utility Standards

D. Water Supply Standards

(1) Water Supply System Required

- (a) Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations.
- (b) All buildable lots within a planned unit development, planned development, or multi-family development shall be connected and serviced by the county water supply system.
- (c) Except for family subdivisions, lots in the Fruitville and Moyock-Gibbs Woods Townships, and lots located in the Agriculture (AG) zoning district, all new subdivisions and nonresidential development shall be connected and serviced by the county water supply.

Item 3: That Chapter 10 is amended by adding the following underlined language:

10.3.3 Lots

(8) Lot Types (see Figure 10.3.3.A.7, Lot Types)

(e) Family Subdivision Lot

A lot created through the family subdivision process (see Section 2.4.8).

B. General Lot Requirements

(2) Family Subdivision Lots

- (a) Family subdivision lots shall maintain a minimum lot area of 40,000 square feet, regardless of the minimum requirements for the zoning district (except as permitted in Section 2.4.8.D.2.B.IV or in the SFR district, where district requirements apply).
- (b) Family subdivision lots are not required to front onto a public or private street.

10.3 Definitions

STREET, PRIVATE ACCESS

A street subject to the requirements of Section 6.2.1.B.1, Private Access Streets, that serves a family subdivision or a maximum of two lots.

SUBDIVISION, FAMILY

A subdivision where single-family lots may only be conveyed to family members within two degrees of kinship (e.g., child, grandchild).

Item 4: Staff suggested Statement of Consistency and Reasonableness:

Item 5: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 6: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Board of Commissioners' Chairman
Attest:

Leeann Walton
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: _____AYES_____NAYS

.....
PLANNING BOARD DATE: 6/8/2021
PLANNING BOARD RECOMMENDATION: Denial
VOTE: 3 AYES 2 NAYS
ADVERTISEMENT DATE OF PUBLIC HEARING: 7/4/2021 & 7/14/2021
BOARD OF COMMISSIONERS PUBLIC HEARING: 7/19/2021
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____



Text Amendment Application

OFFICIAL USE ONLY:

Case Number: PB 21-10
Date Filed: _____
Gate Keeper: _____
Amount Paid: _____

Contact Information

APPLICANT:

Name: Currituck County
Address: 153 Courthouse Road
Currituck, NC 27929
Telephone: 252-232-2075
E-Mail Address: ben.stikeleather@currituckcountync.gov

Request

I, the undersigned, do hereby make application to change the Currituck County UDO as herein requested.

Amend Chapter(s) 2 & 6 Section(s) _____ as follows:

Amend the UDO to allow alternative family subdivisions.

Alternative family subdivisions are permitted on minimum 12-acre parent parcels.

Increase maximum number of family subdivision lots that can access a private access street.

Alternative family subdivision lots shall be a minimum of 3 acres.

*Request may be attached on separate paper if needed.

Ben Stikeleather
Petitioner

3-25-21
Date

Attachment: PB 21-10 Family Subdivision TA Application (PB 21-10 Currituck County Text Amendment - Family Subdivision)

1 AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF
2 COMMISSIONERS AMENDING CHAPTER 2, ARTICLE III, DIVISION 10,
3 HISTORIC PRESERVATION COMMISSION OF THE CURRITUCK
4 COUNTY CODE OF ORDINANCES TO CONFORM WITH CHAPTER 160D
5 OF THE GENERAL STATUTES OF NORTH CAROLINA AND TO MAKE
6 TECHNICAL CORRECTIONS

7 WHEREAS, pursuant to N.C. Gen. Stat. §153A-76 a Board of Commissioners
8 may change the composition and manner of selection of boards, commissions, and
9 agencies, and may generally organize and reorganize the county government to
10 promote orderly and efficient administration of county affairs; and

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

16 WHEREAS, Chapter 160D of the North Carolina General Statutes now
17 requires that an ordinance establishing a county historic preservation commission
18 include a route of appeal from a decision of a county historic preservation
19 commission and a code of ethics for members for a county historic preservation
20 commission.

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

23 PART I. Chapter 2, Article III, Division 10 of the Code of Ordinances, Currituck
24 County, North Carolina is amended as follows:

25 DIVISION 10. HISTORIC PRESERVATION COMMISSION

26 **Sec. 2-261. - Title.**

27 This division is known and may be cited as the Currituck County Historic
28 Preservation Ordinance.

29 **Sec. 2-262. - Purpose.**

30 Whereas the historical heritage of Currituck County is a valued and important
31 part of the general welfare; and whereas the conservation and preservation of the
32 county's heritage, through the documentation and regulation of local historic
33 districts or landmarks, or through the acquisition of historic properties, stabilizes
34 and increases property values, and pursuant to G.S. 160A-400.1—160A-400.14, this
35 division is enacted in order to:

- 1 (1) Safeguard the heritage of Currituck County by preserving local landmarks
- 2 within the county that embody important elements of county culture,
- 3 history, architectural history, or prehistory; and
- 4 (2) Promote the use and conservation of local landmarks for the education,
- 5 pleasure and enrichment of the residents of Currituck County and the State
- 6 of North Carolina.

7 **Sec. 2-263. - Created.**

8 There is hereby established a historic preservation commission, (the
9 "commission"). The commission will consist of five members appointed by the board
10 of commissioners. Members of the commission must have demonstrated education,
11 experience, special interest, or a combination thereof, in historic preservation,
12 history, architecture, architectural history, archaeology, cultural anthropology,
13 planning, or related field. One member will be appointed to serve for a term of two
14 years, two members will be appointed to serve for a term of three years, and two
15 members will be appointed to serve for a term of four years. Thereafter members
16 shall be appointed for terms of four years. Commissioners shall serve until their
17 successors are appointed and qualified. All commissioners must be residents of the
18 county.

19 **Sec. 2-264. - Officers.**

20 The commission will appoint from its membership a chair and any other officers
21 as it may deem necessary for the orderly conduct of its business.

22 **Sec. 2-265. - Meetings.**

23 The commission will meet at least quarterly. A copy of the minutes of all
24 meetings must be sent to the county manager. All meetings must be conducted in
25 accordance with the Open Meetings Law of the State of North Carolina. The
26 commission will annually present to the board of commissioners a report of its
27 activities, budget, findings, recommendations, and actions, which will be made
28 available to the public.

29 **Sec. 2-266. - Powers and duties.**

30 The commission is empowered to undertake such actions as may be reasonably
31 necessary to the discharge and conduct of its duties and responsibilities as set forth
32 in this division and in the North Carolina General Statutes, including, but not
33 limited to:

- 34 (1) Organizing and conducting its business;
- 35 (2) Receiving and spending funds, if any, appropriated by the board of
- 36 commissioners for operating and performing its duties;
- 37 (3) Conducting an inventory of properties of historical, archaeological,
- 38 architectural, and/or cultural interest;

- 1 (4) Recommending to the board of commissioners that individual
2 buildings, structures, sites, area, or object within its zoning jurisdiction
3 be designated as "local historic landmarks;"
- 4 (5) Recommending to the board of commissioners that designation of any
5 building, structure, site area or object as a local historic landmark be
6 revoked or removed for cause;
- 7 (6) Reviewing and making recommendations on proposals for exterior
8 alteration, relocation or demolition of designated local historic
9 landmarks;
- 10 (7) Negotiating with property owners who propose to demolish or relocate
11 a designated local historic landmark, in an effort to find a means of
12 preserving such properties, including consulting with private civic
13 groups, interested private citizens, and other public boards or agencies;
- 14 (8) Instituting action through the county planning and community
15 development department to prevent, restrain, correct or otherwise
16 abate violation of this division or of an ordinance designating local
17 historic landmarks;
- 18 (9) Entering, at reasonable times and with the consent of the owner or
19 occupant, upon private lands to make examinations, conduct surveys
20 and inventories or other purposes in performance of its official duties.
21 However, no member, employee or agent of the commission shall enter
22 any private building or structure without express consent of the owner
23 or occupant thereof;
- 24 (10) Reviewing and making recommendations on proposals for alterations
25 of interior features of designated local historic landmarks, as specified,
26 and for which owner consent was given, in the ordinance establishing
27 designation;
- 28 (11) Appointing advisory bodies or committees as appropriate;
- 29 (12) Recommending to the board of commissioners negotiation with
30 property owners for the acquisition or protection of significant historic
31 properties;
- 32 (13) Recommending to the board of commissioners acquisition by any
33 lawful means, the purchase fee, or any lesser included interest,
34 including options to purchase, properties designated as local
35 landmarks, or land to which historic buildings or structures may be
36 moved; recommending to the board of commissioners to hold, manage,
37 preserve, and restore such a property and improving the interest; and
38 to exchange or dispose of the interest through public or private sale,
39 lease, or other lawful means, provided the property shall be subject to
40 covenants or other legally binding restrictions which shall secure
41 appropriate rights of public access and the preservation of the

property. All lands, buildings, structures, sites, areas, or objects acquired by funds appropriated by the board of commissioners shall be acquired in the name of the county unless otherwise provided by the board of commissioners;

- (14) Accepting grants of funds from private individuals or organizations for preservation purposes;
- (15) Conducting educational programs pertaining to local historic landmarks and historic areas within its jurisdiction;
- (16) Publishing or otherwise informing the public about any matter related to its purview, duties, responsibilities, organization, procedures, functions or requirements;
- (17) Advising property owners about appropriate treatment for characteristics of local historic properties;
- (18) Cooperating with the State of North Carolina, the United States of America, local governments, public or private organizations, or their agencies, in pursuing the purposes of this division;
- (19) Preparing and recommending adoption of a preservation element or elements as part of a county's comprehensive plan; and
- (20) Proposing to the board of commissioners amendment to this or to any other ordinance, and proposing new ordinance or laws relating to local historic landmarks or to the protection of the historic resources of the county and its environs.

Sec. 2-267. - Inventory.

The commission will use as a guide to identification, assessment, and designation of local historic landmarks an inventory of buildings, structures, sites, areas, or objects which are of historic, prehistoric, architectural, archaeological, and/or cultural significance. The commission will take steps as necessary to ensure that the inventory reflects information current to within 20 years.

Sec. 2-268. - Adoption of local historic landmark ordinance of designation.

(a) The board of commissioners may adopt and, from time to time, amend or repeal an ordinance designating one or more local historic landmarks. The ordinance will include the following:

- (1) The name or names of the owner or owners of the property;
- (2) Description of each property designated by the ordinance, including the address, if applicable, the physical configuration and orientation of the property so designated;

1 (3) Description of those elements of the property which are integral to its
2 historic, architectural, archaeological, and/or cultural significance;

3 (4) Provide for each designated local historic landmark a suitable sign or
4 plaque indicating that the local landmark has been designated a local
5 historic landmark; and

6 (5) Any other information deemed necessary by the board of
7 commissioners.

8 (b) The local landmark designation process may be initiated by either the
9 commission or at the request of a property owner. No ordinance to designate a
10 building, structure, site, area, or object will be adopted or amended until all of the
11 requirements of this division and its subsections are satisfied.

12 **Sec. 2-269. - Criteria for designation as a historic local landmark.**

13 To be designated as a historic local landmark, a property, building, site, area, or
14 object must be found by the commission to possess special significance in terms of
15 its history, prehistory, architecture, archaeology, or cultural importance, and to
16 retain the integrity of its design, setting, workmanship, materials, feeling, and/or
17 association.

18 **Sec. 2-270. - Procedure for designating a local historic landmark.**

19 (a) The commission will make, or cause to be made, an investigation and
20 designation report which includes the following:

21 (1) The name of the property to be designated, including both common and
22 historic names if they can be determined;

23 (2) The name and address of the current owner or owners;

24 (3) The location of the property proposed for designation, including the
25 street address and county tax map parcel number or parcel
26 identification;

27 (4) The dates of original construction and of all later additions or
28 alterations, if applicable and as can be determined;

29 (5) An assessment of the significance of the building or site as prescribed
30 by this division;

31 (6) An architectural or archaeological description of the area of the site or
32 structure, including descriptions of all outbuildings and appurtenant
33 features, proposed for designation;

34 (7) A historical discussion of the site or structure within its type, period,
35 and locality;

36 (8) A photograph showing, to the fullest extent possible, the overall
37 disposition of the property; one photograph of each facade or elevation

1 and supplementary photographs as necessary to illustrate
 2 architectural details or ornamentation, siting, scale, proportion, and
 3 relationship of features or buildings, structures, or objects to each
 4 other; and

5 (9) A map showing the location of the property, including all outbuildings
 6 and appurtenant features.

7 (b) Pursuant to G.S. 160A-400.6, as amended, the designation report must be
 8 submitted to the North Carolina Department of Cultural Resources, Division of
 9 Archives and History, (the "department"), or its successor agency, which, acting
 10 through the state historic preservation officer, will review the designation report
 11 and provide written comment and recommendations to the board of commissioners
 12 regarding the substance and effect of the proposed designation. Failure of the
 13 department to respond within 30 days following its receipt of the report will
 14 constitute approval of the report by the department and relieve the board of
 15 commissioners of all responsibility to consider the department's comments of
 16 recommendations concerning the report.

17 (c) At the expiration of the 30-day review period, the commission will consider the
 18 report and any comments or recommendations from the state historic preservation
 19 officer, and will accept it, amend it, reject it, or defer a decision until completion of a
 20 period of further study, not to exceed 60 days. The commission will forward to the
 21 board of commissioners a copy of the report, copies of written comments received
 22 from the department, and a recommendation either to approve or disapprove
 23 designation of the property, stating in its recommendation the extent to which the
 24 property meets the criteria for designation as set forth in this division. A
 25 recommendation for approval must be accompanied by a proposed ordinance of
 26 designation. A recommendation for disapproval will not necessarily prevent any
 27 future consideration of a property for designation as a local historic landmark.

28 (d) The board of commissioners will hold a public hearing, either jointly with the
 29 commission, or separately, to consider the proposed ordinance. Reasonable notice of
 30 the time and place thereof shall be given.

31 (e) Following the public hearing, the board of commissioners will consider the
 32 commission's designation report, its recommendation, the department's
 33 recommendation, and comments made at the public hearing, and may adopt the
 34 ordinance as proposed, adopt the ordinance with amendments, or reject the
 35 ordinance.

36 (f) Upon adoption of the ordinance, the commission staff will:

37 (1) Within 30 days of adoption, send the owner(s) of the landmark(s)
 38 notice of the designation, explaining the substance of the commission's
 39 decision;

40 (2) File one copy of the ordinance, and any subsequent amendments, in
 41 the office of the county's register of deeds, which will index local

1 historic landmarks according to the name of the owner in the grantee and
2 grantor indexes;

3 (3) Notify the county tax assessor's office of the landmark designation.

4 (g) Upon notification of landmark designation from the commission, the county
5 tax assessor shall indicate the designation on all appropriate tax maps for as long
6 as the designation remains in effect.

7 (h) Upon disapproval of a designation report, a copy of the minutes of the
8 meeting at which the decision to deny was made must be provided to the owner of
9 the property proposed for designation, together with correspondence explaining the
10 substance of the commission's decision.

11 **Sec. 2-271. - Certificate of appropriateness required.**

12 (a) From and after the designation of a local historic landmark, no construction,
13 alteration, reparation, rehabilitation, relocation, or demolition of any building,
14 structure, site, area, or object will be performed upon such landmark until a
15 certificate of appropriateness, (the "certificate"), is granted by the commission. A
16 certificate will be required for any and all exterior work, including masonry walls,
17 fences, light fixtures, steps and pavement, any other appurtenant features, any
18 above ground utility structures, and any type of advertising sign.

19 (b) A certificate is required in order to obtain a building permit, or any other
20 permit granted for the purposes of constructing, altering, moving, or demolishing
21 structures, and is required whether a building permit or other permit is required.
22 Any building permit or other permit not issued in conformity with this section is
23 invalid.

24 (c) For the purposes of this division, "exterior features" includes architectural
25 style, general design, general arrangement, kind and texture of material, size and
26 scale, and type and style of all windows, doors, light fixtures, signs, any other
27 appurtenant features, historic signs, historic advertising, landscape, and
28 archaeological or natural features.

29 (d) A certificate is required to specific interior features of architectural, artistic, or
30 historical significance in publicly owned local landmarks and in privately owned
31 local landmarks for which consent to review has been given in writing by the owner.
32 Such consent shall be filed with the county's register of deeds and indexed according
33 to the name of the property owner in the grantee and grantor indexes and binds
34 future owners and/or successors in title. The ordinance establishing historic
35 designation of the property will specify the interior features subject to review and
36 the specific nature of the commission's jurisdiction over those features.

37 (e) When approving a certificate, the commission may attach reasonable
38 conditions necessary to the proper execution of this division.

39 (f) Commission staff may issue a certificate for "minor works" as defined by the
40 commission. "Minor works" include the ordinary maintenance or repair of any

1 exterior feature of a local historic landmark, provided such maintenance or repair
2 does not involve a change in design, material, or appearance thereof.

3 (g) No application for a "minor works" certificate will be denied without
4 deliberation by the commission.

5 (h) Under this section, the commission will institute action, through the county
6 planning and community development department, to prevent, restrain, correct or
7 otherwise abate the construction, reconstruction, alteration, restoration relocation
8 or demolition of buildings structures, appurtenant features, or any other features
9 which would be incongruous with the special character of the local landmark.

10 **Sec. 2-272. - Review guidelines.**

11 Prior to the designation of a historic local landmark, the commission will
12 prepare and adopt guidelines not inconsistent with G.S. 160A-400.1—160A-400.14
13 for constructing, altering, restoring, rehabilitating, relocating, removing, or
14 demolishing of property designated as historic, which guidelines will ensure, insofar
15 as possible, that changes in designated local historic landmarks are in harmony
16 with the reasons for designation.

17 **Sec. 2-273. - Certain changes not prohibited.**

18 Nothing in this division is to be construed to prevent:

- 19 (1) The ordinary maintenance or repair of any exterior feature of a historic
20 local landmark, provided such maintenance or repair does not involve
21 a change in design, material, or appearance of the historic local
22 landmark;
- 23 (2) The construction, alteration, relocation, or demolition of any feature,
24 building, or structure when the chief building inspector certifies to the
25 commission that action is necessary to the public health or safety
26 because of an unsafe or dangerous conditions;
- 27 (3) A property owner from making use of property not otherwise
28 prohibited by statute, ordinance, or regulation; or
- 29 (4) The maintenance of, or, in the event of an emergency, the immediate
30 restoration of any existing above ground utility structure without
31 approval by the commission.

32 **Sec. 2-274. - Delay of demolition.**

33 (a) Except as provided below, a certificate authorizing the demolition of a
34 designated local historic landmark may not be denied. However, the commission
35 may delay the effective date of a certificate for a period of up to 365 calendar days
36 from the date of approval. The commission may reduce the period of delay where it
37 finds that the owner would suffer extreme hardship or be deprived permanently of
38 all beneficial use of such property as a result of the delay. During the delay period,

1 the commission will negotiate with the property owner and with any other party in
2 an effort to find a means of preserving the property as provided in section 2-266 of
3 this division.

4 (b) The commission may deny an application for a certificate authorizing the
5 demolition or destruction of any locally designated landmark, which the state
6 historic preservation office has determined to be of statewide significance, as
7 defined by the criteria of the National Register of Historic Places, unless the
8 commission finds that the owner would suffer extreme hardship or be deprived
9 permanently of all beneficial use of the property as a result of the denial.

10 (c) In the event that the commission has voted to recommend designation of a
11 property as a local landmark and local landmark designation has not been made by
12 the board of commissioners, the demolition of any building, site, object, area or
13 structure located on the property of the proposed local landmark may be delayed by
14 the commission for a period of up to 180 calendar days or until the board of
15 commissioners takes final action on the proposed designation, whichever occurs
16 first. If the board of commissioners approves the local landmark designation prior to
17 the expiration of the 180-day delay period, an application for a certificate of
18 appropriateness authorizing demolition must then be filed; however, the maximum
19 delay period of 365 days shall be reduced by the number of days elapsed during the
20 180-day delay while designation was pending.

21 **Sec. 2-275. - Demolition by neglect.**

22 Failure of an owner to regularly, consistently, and fully maintain a designated
23 local landmark constitutes demolition, through neglect, without a valid certificate of
24 appropriateness and a violation of this division. The commission will institute
25 action, through the county planning and community development department, to
26 prevent, restrain, correct or otherwise abate such demolition, provided the action
27 includes appropriate safeguards to protect property owners from undue economic
28 hardship.

1 **Sec. 2-276. - Application and required procedures.**

- 2 (a) An application for a certificate shall be obtained from the commission staff. An
 3 application for a certificate will be completed and submitted to the commission staff
 4 ~~county planning director~~ in the form established by the commission ~~by the~~
 5 ~~commission staff county planning director~~ and will be reviewed by commission staff
 6 to determine if the application is complete in accordance with the procedures and
 7 standards adopted by the commission. ~~included in the Administrative Manual and~~
 8 ~~Unified Development Ordinance.~~
- 9 (b) The commission ~~has, as detailed in the administrative manual,~~ power to may
 10 require the submittal, with the application, of pertinent information sufficient to
 11 determine an application's completeness.
- 12 (c) Incomplete applications ~~are~~ shall not be accepted.
- 13 (d) Before considering an application for a certificate, the commission will notify
 14 by mail the owners of any adjacent property. Such notices are for the convenience of
 15 property owners and occupants and no defect or omission therein impairs the
 16 validity of the issuing a certificate or of any subsequent action.
- 17 (e) When considering an application for a certificate, the commission will give the
 18 applicant and owners of any property likely to be materially affected by the
 19 application an opportunity to be heard.
- 20 (f) When considering an application for a certificate, the commission will apply
 21 the review guidelines required by section 2-272 of this division and will, in
 22 approving with conditions, disapproving or deferring an application, make findings
 23 of fact to be entered into the minutes of its meetings. The minutes shall also contain
 24 a summary of any citation to evidence, testimony, studies, or other authority upon
 25 which the commission based its decision.
- 26 (g) The commission has 60 calendar days following submittal of a complete
 27 application within which to act. Failure by the commission to take final action
 28 within such period shall constitute approval of the application as submitted. This
 29 period may be extended by mutual agreement between the commission and the
 30 applicant.
- 31 (h) A certificate is valid for 180 calendar days from the date of issuance, or, in the
 32 case of a certificate for demolition, from the effective date. If the authorized work is
 33 not commenced within that period or has been discontinued for more than 365
 34 calendar days from the date of issuance, the certificate will immediately expire and
 35 the applicant required to reapply.
- 36 (i) If the commission denies a certificate, a new application affecting the same
 37 property may be submitted, provided a substantial change is proposed in the plans.
- 38 (j) An appeal of a final action by the commission may be made to the ~~county board~~
 39 ~~of adjustment.~~ ~~Written notice of intent to appeal must be sent to the commission,~~
 40 ~~postmarked within 20 calendar days following the commission's decision.~~ Appeals

1 ~~must be filed with the county board of adjustment within 30 calendar days following~~
2 ~~the commission's decision and is in the nature of certiorari. A decision by county~~
3 ~~board of adjustment may be appealed to the Superior Court of Currituck County.~~

4 (k) A certificate is required for locally designated landmarks or buildings,
5 structures, sites, areas, which are owned by the State of North Carolina or any of its
6 agencies, political subdivisions, or instrumentalities, subject to the regulations of
7 this division and in accordance with G.S. 160A-400.9(f).

8 (l) In the case of a building, structure, site, area, or object designated as a local
9 historic landmark threatened with demolition, as the result of willful neglect or
10 otherwise, material alteration, rehabilitations or removal, except in compliance
11 with this division, the commission, the board of commissioners or any other party
12 aggrieved by such action may institute any appropriate action or proceeding to
13 prevent, restrain, correct or otherwise abate such violation, or to prevent any illegal
14 act or conduct with respect to such property.

15 **Sec. 2-277. - Conflict with other laws.**

16 Whenever the provisions of this division are in conflict with any other statute,
17 charter provision, ordinance, or regulation of the Currituck County Board of
18 Commissioners, the more restrictive ordinance or regulation shall govern.

19 **Sec. 2-278 – Code of Ethics.**

20 (a) Before entering their duties, commission members shall qualify by taking an
21 oath of office pursuant to G.S. 160D-309 and signing a written affirmation that the
22 commission member has read and understands the code of ethics set out in this
23 section.

24 (b) A commission member shall not vote on any advisory or legislative decision
25 regarding a regulation adopted pursuant to this ordinance where the outcome of the
26 matter being considered is reasonably likely to have a direct, substantial, and
27 readily identifiable financial impact on the commission member.

28 (c) A commission member shall not vote on any advisory or legislative decision
29 regarding a regulation adopted pursuant to this ordinance if the landowner of the
30 property subject to the application is a person with whom the member has a close
31 familial, business, or other associational relationship. A close familial relationship
32 means a spouse, parent, child, brother, sister, grandparent, or grandchild. This
33 term includes the step, half, and in-law relationships.

1 (d) A commission member exercising quasi-judicial functions pursuant to this
2 ordinance shall not participate in or vote on any quasi-judicial matter in a manner
3 that would violate affected persons' constitutional rights to an impartial decision
4 maker. Impermissible violations of due process include, but are not limited to, a
5 member having a fixed opinion prior to hearing the matter that is not susceptible to
6 change, undisclosed ex parte communications, a close familial, business, or other
7 associational relationship with an affected person, or a financial interest in the
8 outcome.

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

11 **PART III.** This ordinance is effective immediately upon adoption.

12
13 ADOPTED this 2nd day of August, 2021.

14
15
16 _____
17 Michael H. Payment, Chairman

18 ATTEST:

19
20 _____
21 Leeann Walton
22 Clerk to the Board

23
24
25 APPROVED AS TO FORM:

26
27 _____
28 Donald I. McRee, Jr.
29 County Attorney

30 Date adopted: _____

31 Motion to adopt by Commissioner _____

32 Second by Commissioner _____

33 Vote: ____ AYES ____ NAYS

34 S:\Legal\Ordinances\
35
36
37
38



COUNTY OF CURRITUCK

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS ACCEPTING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Currituck County is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021, (“CSLRF”); and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina counties; and

WHEREAS, before receiving a payment, a county’s board of commissioners is required to formally accept the CSLRF funds; and

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, applicable regulations and state law; and

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, the Currituck county must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for receipt and expenditure of CSLRF funds.

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

Section 1. The Currituck County hereby requests, and will accept, CSLRF funding to be distributed by the State of North Carolina.

Section 2. Currituck County affirms that the CSLRF revenue will be used only for the purposes set forth in the CSLRF, and in U.S. Treasury guidance in 31 CFR, Part 35, any applicable regulations, and state law.

Section 3. Currituck County will comply with procedures created by the North Carolina General Assembly and the U.S. Treasury Department to receive funds under the act.

Section 4. Currituck County will account for CSLRF in a separate fund and not co-mingle CSLRF funds with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

Section 5. The Board of Commissioners designates and directs the County Manager and Finance Officer to take all actions necessary on behalf of the Board to receive the CSLRF funds.

Section 6. This resolution shall be effective upon its adoption.

ADOPTED, the 19th day of July, 2021.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton,
Clerk to the Board of Commissioners

(COUNTY SEAL)

Attachment: Resolution for Accepting American Rescue Act Funds 071921 (Resolution-American Rescue Plan Act Funds)



COUNTY OF CURRITUCK

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE EXPANSION OF THE MAINLAND AND SOUTHERN OUTER BANKS WATER SYSTEM WATER TREATMENT PLANTS

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, the county must establish written criteria to determining the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the expansion of the Mainland Water Treatment Plant and the Southern Outer Banks Water System (“SOBWS”) Water Treatment Plant is:

Criteria 1 – The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder. Through the Engineering, Utilities, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - The time constraints for the delivery of the project. Potable drinking water demands are increasing on the Currituck mainland and Outer Banks. Expansion of the water treatment plants will ensure an adequate supply of potable water to county water system customers. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - The ability to ensure that a quality project can be delivered. Within the Engineering Department and Utilities Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - *The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.* Within the Engineering, Utilities, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - *A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities.* The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143-128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - *The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified.* The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization on the expansion of the Mainland and SOBWS Water Treatment Plants. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton,
Clerk to the Board of Commissioners

(COUNTY SEAL)



COUNTY OF CURRITUCK

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE CONSTRUCTION OF A PUBLIC WORKS FACILITY

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, county must establish written criteria to determine the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the construction of a Public Works facility is:

Criteria 1 – *The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.* Through the Engineering, Public Works, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - *The time constraints for the delivery of the project.* The Public Works department lacks office, storage, and warehouse space which hampers the departments' ability to fulfill its daily responsibilities. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - *The ability to ensure that a quality project can be delivered.* Within the Engineering Department and Public Works Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - *The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.* Within the

Engineering, Public Works, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - *A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities.* The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143-128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - *The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified.* The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the written criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization for the construction of a Public Works facility. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton,
Clerk to the Board of Commissioners

(COUNTY SEAL)

AIRPORT GROUND LEASE AGREEMENT

THIS AIRPORT GROUND LEASE AGREEMENT (“Agreement”) is made and entered into by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing under the laws of the State of North Carolina, (the “Lessor”), and Mike Hockett, an Individual, the “Tenant” in this Agreement and whose mailing address is 2035 Dewald Rd, Chesapeake, VA, for space at the Currituck County Regional Airport, (the “Airport”).
23322

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Leased Premises.

A. Agreement to Lease Premises. Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site described at Exhibit A (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Purpose of Agreement. Tenant agrees that it shall use the Premises on a noncommercial basis only for the following purposes (and for no other purposes) for Tenant’s Aircraft (as defined below) and for no other Aircraft: parking, storage, operations, and maintenance consistent with Federal Aviation Administration standards. An “Aircraft” shall be any aircraft that Tenant owns or leases (or that is subject to an authorized sublease) when approved in writing in advance by Lessor. Tenant shall provide proof of the ownership or lease of any Aircraft upon Lessor’s request. The Aircraft identified at Exhibit B are the Aircraft approved by Lessor upon entering this Agreement, and Tenant shall provide the same information to Lessor in writing when requesting approval for any subsequent Aircraft. A Tenant may store additional aircraft not owned or leased by Tenant upon approval by the Lessor and providing adequate Hangar-Keeper’s liability insurance.

C. Access. Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant’s employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Tenant’s Associates”) are

Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)

authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable Laws and Regulations as defined in Section 5.A) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

D. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

2. Rent and Payment.

A. Amount Due. Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Five Hundred Four and No/100 Dollars (\$504.00) based on a 14 cent per square foot rate commencing on the Commencement Date (as defined in Section 3.A). Lessor and Tenant agree that after the Initial Term, Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect, and the amount of such increase shall be three percent (3%) of the annual rent due in the previous year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.

B. When Due. Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this Agreement.

C. Additional Rent. Any sum (other than the rent required in 2.A) that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, and utility charges.

D. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of five percent (5%) per annum from the due date of such amount to the date of payment in full, with interest.

E. Payment. Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Twenty-five Dollars (\$25.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

Currituck County Finance Office
153 Courthouse Road, Suite
Currituck, NC 27929

3. Term.

A. Initial Term. The term of this Agreement shall be for a period of Ten (10) years commencing on July 1, 2021 (the "Commencement Date") and ending on July 1, 2031 (such period being the "Initial Term").

B. Renewal. Tenant may renew this Agreement for four (4) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term. After any such renewal, Lessor, in its sole discretion, may determine to permit any subsequent extensions of this Agreement on terms offered by Lessor when agreed to by both parties in writing.

C. Expiration Date. The date on which this Agreement expires under the terms of Section 3.A or Section 3.B shall be the "Expiration Date".

D. Termination for Convenience for Sale of Hangar. Tenant may sell all of Tenant's interests in the improvements that Tenant owns on the Premises to a third party who is approved by Lessor (in Lessor's sole discretion, which approval shall not be unreasonably withheld) and who enters a lease agreement with Lessor for the then remaining term of Tenant's lease, and this Agreement shall automatically terminate at the time when such third party's lease for the Premises commences.

4. Tenant's Improvements.

A. Authorized Improvements. Subject to the terms of this Agreement, Tenant has the right to construct or maintain a hangar and other aviation-related improvements on the Premises. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor's prior written consent (in Lessor's sole discretion). All construction shall comply with the requirements of Exhibit C. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant.

B. Title to Improvements. During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant.

5. Tenant's Uses and Privileges.

A. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, Currituck County master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

B. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the Premises or Airport. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); and any use that would be prohibited by or would impair coverage under either party's insurance policies.

C. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.

D. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

E. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such

damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.

F. Signage and Advertising. Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, Airport signage policies and standards and Currituck County's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

G. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

H. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.

I. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 8.

J. Operations and Personnel. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory programs implemented by Lessor, including, but

not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

6. Lessor's Authority.

A. Nature of Lessor. Lessor is a governmental entity and the owner of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.

B. Access to Premises. Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("Lessor's Associates") reserves the right to enter the Premises as provided in this Section 6.B, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor's Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor's Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant's employees any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. Lessor's Right to Work Within, Alter, or Recover Premises. Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor's best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:

i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining, value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in Section 12.A.ii. This Agreement shall terminate at the time specified by Lessor in writing. OR:

ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as Tenant is not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

iii. Nothing under this Section 6.C shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

7. Indemnity, Insurance, and Letter of Credit.

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section 7.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its

officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aviation Liability with Additional Coverage. Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$1,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 7.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

iv. Aircraft. Tenant is responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

v. Business Interruption. Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. Lessor reserves the right to require a performance security in a form and amount acceptable to Lessor upon any material default by Tenant under this Agreement.

8. Hazardous Materials.

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 7.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable Environmental Laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Tenant shall work cooperatively with Lessor and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. The obligations of this Section 8 shall survive any termination of this Agreement.

9. Assignment and Subleasing.

A. Assignment by Tenant. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section 9.A is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegated its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

C. Encumbrances. Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Tenant shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 9.C is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose

of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the Expiration Date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. If (while such encumbrance is in effect) Tenant defaults under such encumbrance or this Agreement, and if such lienholder is in compliance with the provisions set forth in this Section 9.C and cures Tenant's defaults of this Agreement within twenty (20) days after the first such default, Lessor will permit such lienholder to provide a substitute tenant (which must be acceptable to Lessor in its sole discretion) for a period of up to twelve (12) months after the date when such lienholder cured all defaults so long as such lienholder fully performs this Agreement during such period. If such lienholder fails to comply with any of the foregoing requirements, such failure shall be a default of this Agreement and Lessor may at any time (but is not required to) terminate this Agreement and exercise any rights hereunder, including, but not limited to, those set forth at Section 12.A.i. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.

D. Subleasing. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of

and not unreasonably denied, MH

every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

10. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work pursuant to Section 11.B, such insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, Lessor may abate Tenant's rent proportionately until repairs have been substantially completed (as determined by Lessor in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

11. Default.

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30)

days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. Remedies. Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts (as provided in Section 2.D) and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

C. Default by Lessor. Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under

this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

D. Survival. The provisions of this Section 11 and the remedies and rights provided in Section 7 shall survive any expiration or termination of this Agreement.

12. Expiration or Termination of Agreement.

A. Disposition of Tenant's Improvements.

i. Disposition If Agreement Terminates Due to Default. If this Agreement terminates before the Expiration Date due to a default pursuant to Section 11.A, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement in accordance with Section 12.B and Exhibit E, Section E.13. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor (and the obligations of Section 7.A shall apply to such removal). If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor pursuant to Section 11.B.

ii. Early Termination by Tenant. If this Agreement is terminated by action of the Tenant in the first twenty (20) year term of the Agreement, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to purchase all or any of the Tenant-owned improvements on the Premises. Lessor shall exercise such option by giving Tenant written notice of such exercise thirty (30) days before the Expiration Date. The purchase price for such improvements shall be the fair market value of the same, which shall be determined by a mutually agreed upon appraiser. If the parties cannot agree on an appraiser, each party shall choose a competent appraiser within twenty (20) days, and those appraisers shall choose a competent, impartial appraiser to act as an umpire. The parties' appraisers shall then determine fair market value, and if they cannot agree within a reasonable time, the umpire shall choose between the two appraised values. If

Lessor does not exercise such option to purchase (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises (in accordance with Section 12.B) and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant (and the obligations of Section 7.A shall apply to such removal). If Tenant fails to perform either such alternative, Lessor shall have the rights set forth in Section 12.A.i and may exercise them at any time.

iii. Disposition Upon Expiration. If this Agreement expires at the Expiration Date, Tenant agrees that Tenant shall surrender the Premises (in accordance with Section 12.B) and, within sixty (60) days after the Expiration Date, shall provide Lessor with a Bill of Sale for all improvements owned by Tenant.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor pursuant to Section 12.A) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 8; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section 12.A). Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released

from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other western airports (which Lessor shall determine in its sole discretion).

D. Survival. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. General Provisions.

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

Currituck County Airport Manager
153 Courthouse Road, Suite 800
Currituck, NC 27929

with a required, simultaneous copy to:

Currituck County Attorney
153 Courthouse Road, Suite 210
Currituck, NC 27929

If to Tenant:

Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 13.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by Lessor, to the extent accepted by Lessor, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – E to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate, each of which shall be deemed an original, as of the date first written above.

LESSOR:

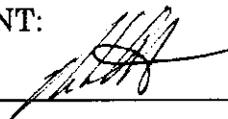
By: _____

ATTEST:

Clerk to the Board

(COUNTY SEAL)

TENANT:



Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)

EXHIBIT A
PREMISES

Description of the Premises:

Hanger Site _____ as depicted in the attached diagram.

Tax No. _____

Consisting of 60 X 60 = 3600 Sq. Ft.

Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)



EXHIBIT B
APPROVED AIRCRAFT

Tenant hereby certifies that the Aircraft hereon will be stored on the Premises that have been leased from the Lessor at Currituck County Regional Airport and that the Tenant will notify the Lessor of any change in the status of the Aircraft.

LESSEE



Signature

2035 Dewald Road

Address

Chesapeake, VA 23322

City/State/Zip

757-615-0800

Telephone

AIRCRAFT

AC NO N 915MM N 551MH

MAKE Daher Progressive Aerodyne

MODEL TBM 930 Searey

YEAR 2016 2018

ATTACH COPY OF A/C REGISTRATION

Currituck County Regional Airport

Airport Manager

Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)

EXHIBIT C

TENANT CONSTRUCTION REQUIREMENTS

C.1 Authorization. Tenant shall not commence any construction on the Premises without Lessor's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to Lessor when making any request to construct improvements. Lessor may request any information, request modifications, consent to, or deny Tenant's request in Lessor's sole discretion. For any authorized project, Tenant shall provide Lessor with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to Lessor's consent. Tenant shall make no changes to the work without Lessor's prior written consent.

C.2 Required Construction Standards and Permits. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant, or by Lessor elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations, including, but not limited to, the North Carolina Building Code, North Carolina Fire Code, and other codes, standards, permits, and plan check requirements as the same may be adopted by Currituck County, as well as any applicable federal or state laws (or Airport standards) relating to airport improvements. Tenant shall not commence construction for a hangar or other authorized improvement without first obtaining a Currituck County building permit and an FAA determination pursuant to FAA Form 74601 that is acceptable to FAA and Lessor. Work shall be performed in a safe manner, and Lessor shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

C.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. Lessor shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with Lessor as requested by Lessor as the work progresses and provide Lessor with information as Lessor may require. Lessor may require Tenant to comply with other measures that are in Lessor's interests in connection with any construction activities.

C.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require Tenant's Associates to indemnify Lessor in connection with Lessor's interests consistent with the indemnity obligation of Section 7.A.

b. Insurance. Tenant shall provide or shall require Tenant's Associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all-risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 7 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to Lessor's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require Tenant's Associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to Lessor. All such bonds shall name Lessor as a co-obligee.

C.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 7 and repair obligations under Section 5.E, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

C.6 Default for Failure to Complete. Tenant shall comply with the construction schedule approved by Lessor. If construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within forty-five (45) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and Lessor shall have all of the rights set forth in Section 12.A.i regarding a forfeiture in addition to all other remedies. Upon any default, Tenant

shall turn over to Lessor copies of all records associated with the work and shall work cooperatively with Lessor.

C.7 Final Submittals. Tenant shall submit the following to Lessor within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by Lessor.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant's improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant's improvements constructed at the Airport. Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by Lessor.

C.9 Initial Tenant Improvements. Lessor has authorized and Tenant shall construct the initial improvements that are summarized at Exhibit C, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

C.10 Release by Previous Tenants or Users. If Tenant was previously a tenant or user at the Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and Lessor regarding the Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to Lessor for any matter arising from or relating to Tenant's use, occupancy, or operations at the Airport prior to the Commencement Date. Tenant hereby releases, acquits, and forever discharges Lessor and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against Lessor arising from or relating to the Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

EXHIBIT C

ATTACHMENT 1

REQUIRED TENANT IMPROVEMENTS

Tenant shall construct the improvements specified in this Exhibit C, Attachment 1. Tenant agrees to obtain the required building permit within thirty (30) days from the date when Tenant signs this Agreement. Tenant also agrees to commence building within ninety (90) days from the date when Tenant signs this Agreement. The Tenant is responsible for securing the construction site to assure that it is safe for Tenants and visitors and does not obstruct or interfere with business activities at the Airport. Tenant shall remove all construction waste, debris, earth, or rocks from the construction site and the adjacent taxiway or aircraft movement area, on a daily basis during construction and upon completion of construction. Tenant shall asphalt all surfaces from the existing Airport taxiway to the front of Tenant's hangar and all adjoining improvements, as well as area required for vehicle parking, as required by Lessor. All improvements must obtain required approvals from Lessor and Currituck County Department of Planning and Community Development prior to commencing construction.

Date for Tenant's Access to the Premises: _____

Schedule for Construction:

Commencement of the Work: _____

Substantial Completion: _____ (which shall be within 180 days of commencement of the work).

Other schedule requirements shall be as approved by Lessor.

Tenant shall cause the construction of the plans and specifications for the improvements as submitted to Lessor, which may be summarized as follows:

Attachment: Airport Ground Lease Agreement-Hockett-2021-07-19 BOC (Airport Ground Lease with Mike Hockett)

EXHIBIT D

INSURANCE REQUIREMENTS

D.1 General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the Lessor Certificates of Insurance evidencing the same. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A:IX" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, Lessor may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the Lessor's sole and absolute discretion, and Lessor may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of North Carolina. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name Lessor and its officers, employees, and volunteers as additional insureds. Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. Lessor retains the right to approve any deductibles, and Tenant shall notify Lessor of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. Lessor's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3 Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4 Terms Subject to Change. Lessor, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or

operations at the Airport. Among other things, Lessor may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Reimbursement for Increased Costs to Lessor. If any insurance carrier providing coverage to Lessor increases its charge of any policy of insurance carried by Lessor as a result of this Agreement or Tenant's use, occupancy, or operations at the Airport, Tenant shall pay the amount of such increase within ten (10) days after Lessor delivers to Tenant a certified statement from Lessor's insurance carrier stating the amount of the increase attributable to Tenant.

D.6 Stopping Operations. Among Lessor's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, Lessor may (but is not required to) stop all or any portion of Tenant's operations without liability to Lessor until Tenant fully restores such coverage.

EXHIBIT E
GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves Authority's Compliance. This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.

e. Subordination to Authority's Government Commitments. This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2 Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by Lessor (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is

beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4 Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5 Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6 Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of North Carolina. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for the Eastern District of North Carolina Utah or the North Carolina General Court of Justice sitting in Currituck County, North Carolina so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7 Amendments and Waivers. No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10 Confidentiality. Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.11 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.12 Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.13 Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be

performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.14 Time of Essence. Time is of the essence of this Agreement.

ABC BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
O. Vance Aydlett, Jr.	Consensus			1/21/2020	2nd 9/1/2022
David Griggs*	Consensus			3/4/2019	2nd 2/16/2022
Vacancy	Consensus			01/18/2019	2nd 9/1/2021
Sybil O'Neal	Consensus			01/18/2019	1st 9/1/2021
Mary Etheridge	Consensus			Init Designation 1/4/2021	Board Rep

Commissioner Mary Etheridge serves on this Board
*Chairman-David Griggs designated June 6, 2016

Attachment: ABC Board Appointment Form (Board Appt-ABC Board)

ANIMAL SERVICES/CONTROL ADVISORY
2-YEAR TERMS

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Brenda Parrish	Consensus			2/1/2021	2nd Term 5/30/2022
Donna Corbo	Consensus			2/1/2021	2nd Term 5/30/2022
Laura Hill	Consensus			12/2/2019	2nd Term 5/30/2021
Michael Shannon	Consensus			2/1/2021	2nd Term 5/30/2022
Nancy VanClief	Consensus			5/16/2016 12/2/2019	2nd Term 5/30/2021
Gina Maurer <i>Director</i>	Consensus				
Animal Control Officer	Consensus				
Commissioner Kevin McCord	Ex-Officio			1/2019	1/2021

Can be Reappointed

Attachment: Animal Services and Control Advisory Board Appointment Form (Board Appointments-

**BOARD OF ADJUSTMENT
3-Year Terms**

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Cathy Bontemps	District 1		Bob White	01/4/2021	1st Term 12/31/2023
Steven Craddock	District 2		Selina Jarvis	3/4/2019	Unexpired Term 12/31/2021
<i>Lynn Hicks</i>	District 3	<i>Also serves on Planning Board Asked to be replaced</i>	Mike Payment	12/2/2019	1st Term 12/31/2022
Greg Hammer	District 4	Resigned-Replacement will serve as Alt-2	Paul Beaumont	5/15/2017	1st Term 12/31/2019
Sam Miller-Alt-1	District 5		Owen Etheridge	4/19/2021	Unexpired Term 12/31/2022
Carol Bell	At Large		Kevin McCord	01/4/2021	1st Term 12/31/2023
Troy Breathwaite	At-Large		Kitty Etheridge	01/4/2021	2nd Term 12/31/2023

Must be Replaced

Attachment: Board of Adjustment Appointment Form (Board Appt-Board of Adjustment)

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20220001

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of July 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
14460-545000	Contracted Services	\$ 34,000	
14390-499900	Appropriated Fund Balance		\$ 34,000
		<u>\$ 34,000</u>	<u>\$ 34,000</u>

Explanation: Carova Beach Roads (14460) - To appropriate fund balance remaining at the end of FY 2021 to cover an additional \$1,380 needed for scheduled road maintenance for FY 2022 and for additional maintenance in the district to cover power lines that have become exposed due to excessive rain and travel on the sand roads.

Net Budget Effect: Carova Beach Road District Fund (14) - Increased by \$34,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends-Jul 19_General Meeting (Budget Amendments)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of July 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10795-576008	Grass Cutting/Spraying	\$ 31,608	
10390-499900	Fund Balance Appropriated		\$ 31,608
		<u>\$ 31,608</u>	<u>\$ 31,608</u>

Explanation: Parks & Recreation (10795) - Increase appropriations for lawn maintenance for the new park at Shingle Landing.

Net Budget Effect: Operating Fund (10) - Increased by \$31,608.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends-Jul 19_General Meeting (Budget Amendments)

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-532004	Supplies - Home Economics	\$ 4,147	
10390-499900	Fund Balance Appropriated		\$ 4,147
		<u>\$ 4,147</u>	<u>\$ 4,147</u>

Explanation: Cooperative Extension (10640) - To carry-forward \$2,434 in Medicare Improvements for Patients and Providers Act (MIPPA) and \$1,723 in Seniors' Health Insurance Information Program (SHIIP) grant funds that were remaining at June 30, 2021.

Net Budget Effect: Operating Fund (10) - Increased by \$4,147.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends-Jul 19_General Meeting (Budget Amendments)

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10535-521000	Rent	\$ 735	
10535-516000	Repairs & Maintenance		\$ 735
		<u>\$ 735</u>	<u>\$ 735</u>

Explanation: Communications (10535) - Transfer budgeted funds for increase in rent on communications tower.

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

Minute Book # _____, Page # _____

Journal # _____ _____
Clerk to the Board

Attachment: BudAmends-Jul 19_General Meeting (Budget Amendments)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of July 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
61818-557100	Software License Fee	\$	6,020		
61818-533000	Dues & Subscriptions	\$	14,000		
61818-553800	Chemicals	\$	65,000		
61818-590000	Capital Outlay	\$	246,420		
61390-499900	Appropriated Retained Earnings			\$	331,440
		<u>\$</u>	<u>331,440</u>	<u>\$</u>	<u>331,440</u>

Explanation: Mainland Water (61818) - To carry-forward funds that were for projects not completed in FY 2021.

Net Budget Effect: Mainland Water Funf (61) - Increased by \$331,440.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends-Jul 19_General Meeting (Budget Amendments)

RESOLUTION

WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be sold at auction, negotiated sale or will be disposed of if not sellable.

Dept: EMS

County

<u>Asset Tag</u>	<u>Description</u>	<u>Serial Number</u>
5180	Scoop Stretcher (very old and outdated; missing parts)	

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 19th day of July, 2021.

Michael H. Payment
County of Currituck, Board of Commissioners

Leeann Walton
Clerk to the Board

(Seal)

Attachment: Surplus Resolution-EMS (Surplus Resolution-EMS Stretcher)



Memo

Date: 6/29/2021

Subject: State DOT and County Disaster Debris Removal Agreement Update

Department: Emergency Management

Additional Information: DOT has requested that the County update its agreement for the removal of debris from the right-of-way on primary and secondary state roads. The primary reason DOT is requesting the update is because the agreement can now be activated at the local, Division level as opposed to our current agreement requiring activation through the DOT's Raleigh office. The agreement, upon execution, will be in effect for five (5) years, and may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the Parties. The last page of this document package is included as a FYI as it is referenced in the agreement.

NORTH CAROLINA

DISASTER RELATED DEBRIS REMOVAL AGREEMENT

Currituck COUNTY

DATE: 6/29/2021

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Element: N/A

Commented [b2]:

County of Currituck

THIS SPECIAL Agreement, hereinafter referred to as "Agreement" is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the _____ hereinafter referred to as the "Local Government," collectively referred to hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, this Agreement is made between the Department and the Local Government for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this Agreement; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Local Government has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Local Government to assume these responsibilities.

Agreement ID #

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Attachment: Disaster Debris Removal-Contract Revision with NCDOT (Contract Amendment-Disaster and Debris Removal)

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

- 1. For purposes of this Agreement, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

- 2. The Local Government shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Local Government shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
- 3. The Local Government shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

- 4. This Agreement shall remain in effect for five (5) years from the date of execution included herein. This Agreement may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the Parties. On behalf of the Local Government, extensions may be authorized and executed by the official as designated without further resolution of the Local Government.
- 5. All work pursuant to this Agreement shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the Department and Local Government.

REIMBURSEMENT FOR ELIGIBLE COSTS

- 6. The Local Government shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Local Government.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

- 7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Local Government be responsible for removal of debris from the right of way of State Routes, the Local Government shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department’s Division Engineer. This request, if approved, will release the identified State Routes to the Local Government for disaster related debris removal.
- 8. The Department will review the Local Government’s *Request Release of State System Roads*, Form SSR-01 (attached as Appendix A) and respond in writing indicating whether the Department has approved or denied the request from the Local Government for removal of disaster related debris under the terms of this Agreement. If approved, this action will be considered the Local Government’s “Notice to Proceed” with the work.
- 9. When the Local Government is approved for the removal of disaster related debris on State Routes under the terms of this Agreement, the Local Government will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
- 10. The Local Government shall provide a written report to the Department’s Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
- 11. The Local Government shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be completed to the satisfaction of the Department’s Division Engineer of the Transportation Division in which the Local Government is located. The Division Engineer’s decision as to the completeness of the work shall be final.

ADDITIONAL PROVISIONS

- 12. This Agreement may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
- 13. This Agreement may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
- 14. This Agreement is solely for the benefit of the identified Parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
- 15. The Local Government shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 16. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Local Government certifies, that neither it nor its agents or contractors performing work included in this Agreement are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
- 17. The Local Government shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the Local Government in connection with the work included in this Agreement and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any Local Government performing work included in this Agreement under contract with the Local Government.
- 18. The Local Government is solely responsible for all agreements, contracts, and work orders entered into or issued by the Local Government for the work included in this Agreement. The Department is not responsible under this Agreement for any expenses or obligations incurred for the work included in this Agreement.
- 19. The Local Government agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this Agreement. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

- 20. In compliance with state policy, the Local Government shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
- 21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
- 22. The Local Government and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Local Government shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
- 23. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Local Government shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Local Government shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Local Government's fiscal year ends.
- 24. The Department must approve any assignment or transfer of the responsibilities of the Local Government set forth in this Agreement to other parties or entities.
- 25. In no way shall it be construed or implied that either the Department or the Local Government is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
- 26. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- 27. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- 28. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

29. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this Agreement.

Agreement ID #

6

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Local Government by authority duly given.

Commented [b3]:

L.S. ATTEST: _____ AUTHORIZED OFFICIAL: _____
 BY: _____ BY: _____
 PRINT: _____ PRINT: _____
 TITLE: _____ TITLE: _____
 DATE: _____ DATE: _____

NCGS 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.

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

(SEAL)

 (FINANCE OFFICER)
 Federal Tax Identification Number

Remittance Address:

DEPARTMENT OF TRANSPORTATION
 BY: _____
 (DIVISION ENGINEER)
 DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Agreement ID #

7

Attachment: Disaster Debris Removal-Contract Revision with NCDOT (Contract Amendment-Disaster and Debris Removal)



2021 BOARD OF EQUALIZATION & REVIEW
Minutes
June 17, 2021

The 2021 Board of Equalization & Review was called to order at 2:00pm on Thursday June 17, 2020. Board Members Mary Etheridge, Selina S. Jarvis, Mike Payment and Bob White were in attendance.

Corolla Wild Horse Fund Inc: A representative from Corolla Wild Horse Fund Inc. (CWHF) appeared before the Board to appeal the Tax Administrator’s denial of property tax exemption on two parcels in the 4x4 area. CWHF contends that the vacant lots in Carova and North Swan Beach were uses as part of their mission to manage the herd of wild horses. He stated that the properties were places the horses could graze and that one of the lots was used for a burial site. The Board voted unanimously to approve the exemption under N.C.S.G. 105.278.7. Parcels: 087A00002600009 & 099A00000180001

Melvin & Deborah Evans: A seller’s report was presented on behalf of Mr. & Mrs. Evans for their property located at 185 Northwest Backwoods Rd. The report suggested that the value was less than the assessed value of \$390,900. Upon recommendation by the Tax Administrator, the Board voted unanimously to reduce the assessed value to \$348,800. Parcel:000500000010000

No other taxpayers appeared before the Board requesting a hearing with respect to the listing or appraisal of the taxpayer’s property or property of others.

The 2021 Board of Equalization and Review adjourned at 5:00pm

ATTEST: 

Tracy Sample, Clerk to the
Board of Equalization and
Review

Chairman, Michael H. Payment

Attachment: 2021_ER_MINUTES (Board of E&R-Minutes Approval)



**CURRITUCK COUNTY
NORTH CAROLINA**

June 21, 2021

Minutes – Regular Meeting of the Board of Commissioners

4:00 PM CALL TO ORDER

The Board of Commissioners met at 4:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for a regular meeting.

Attendee Name	Title	Status	Arrived
Michael H. Payment	Chairman	Present	
Paul M. Beaumont	Vice-Chairman	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Absent	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order.

A) Invocation & Pledge of Allegiance

Commissioner J. Owen Etheridge offered the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner White moved to amend the agenda by deleting the ABC Board Appointment from New Business. Commissioner Mary Etheridge seconded the motion. The motion carried, 6-0.

Approved agenda:

4:00 PM Call to Order

A) Invocation & Pledge of Allegiance

B) Approval of Agenda

Public Comment

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

Commissioner's

Communication: Minutes for June 21, 2021 (Approval Of Minutes-June 21, 2021)

Report**County Manager's****Report****County Attorney's****Report****New Business**

- A) **Consideration of a Cooperative Agreement Between the North Carolina Wildlife Resources Commission and Currituck County Regarding the Outer Banks Center for Wildlife Education**
- B) **Resolution Authorizing the Upset Bid Process for the Sale of County Owned Property located on Uncle Graham Road, Parcel ID#009500000260000**
- C) **Board Appointments**
1. ~~ABC Board~~ ***The agenda was amended and this item was removed.***
 2. Fire and EMS Advisory Board
 3. Ocean Sands North/Crown Point Watershed District Advisory Board
 4. Whalehead Stormwater Service District Advisory Board
 5. Senior Citizens Advisory Board
- D) **Consent Agenda**
1. Budget Amendments
 2. Job Descriptions-New and Revisions
 3. Cell Tower License Agreement with New Cingular Wireless for Equipment Modifications at Water Tower Site, Tulls Creek Road, Moyock
 4. NCACC Annual Conference Voting Delegate Designation
 5. Approval Of Minutes-June 7, 2021

Work Session

Work Session Discussion on Campgrounds Text Amendment

Closed Session

Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters

Communication: Minutes for June 21, 2021 (Approval Of Minutes-June 21, 2021)

Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob White, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice-Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner
ABSENT:	Selina S. Jarvis, 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 Payment opened the Public Comment period.

Barbara Snowden, Currituck, shared details on the Currituck Historical Society's upcoming event taking place on July 4th at 2 PM at the Historic Currituck Courthouse. The event will include a children's bike parade and a reading of the Declaration of Independence.

There were no other speakers and the Public Comment period was closed.

COMMISSIONER'S REPORT

Commissioner J. Owen Etheridge discussed the Board's recent passage of the annual Budget and moved that a letter or Resolution be drafted by the County Attorney that addresses the unfunded mandates that have been handed to counties by the State of North Carolina. He asked for copies to be sent to the offices of the Governor, Lieutenant Governor, and other North Carolina counties. He said counties have to raise revenues to cover these costs, and the State needs to fulfill their constitutional and statutory obligations to fund schools. Commissioner McCord seconded the motion. The motion carried, 6-0.

- 1. Resolution or letter to address the unfunded mandates being passed down to counties from the State of North Carolina.**

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

COMMISSIONER'S REPORT, CONTINUED

Commissioner McCord concurred with Commissioner J. Owen Etheridge's statements on unfunded mandates being handed down to counties. He encouraged citizens to attend the

July 4th celebration at the Historic Courthouse. He stressed the need for caution on the roadways, noting busy beaches and increased traffic, and thanked first responders for their efforts.

Commissioner Beaumont recognized members of the Corolla Ocean Rescue for their quick response to save two lives on the beach recently and cautioned people to take extra care in the ocean, particularly when it is rough. He asked for signage at the county's library facilities to notify citizens that they are open after being closed for Covid-19.

Chairman Payment provided a Covid-19 case update. He said there were no active cases in Currituck County and only twelve active cases regionally. He, too, urged caution on the roadways and encouraged people to attend the July 4th event at the Historic Courthouse.

Commissioner White announced he and staff members will be attending a meeting on Tuesday at the Carova Beach Fire Station to discuss Carova roads with Carova Beach residents and property owners.

Commissioner Mary Etheridge recognized Currituck County Department of Social Services Director, Samantha Hurd, and Social Services staff for excellent results following account audits conducted by the North Carolina Department of Health and Human Services Medicaid Unit Audit. She reported her attendance, along with other Board members, at a recent Juneteenth celebration sponsored by Currituck County Travel and Tourism and the Currituck Historical Society. She thanked Emergency Medical Services staff, first responders, and those who reached out after a fall she took prior to the last Board of Commissioners meeting and expressed disappointment that she was present during the budget vote, as she did not support the recommended tax rate.

Chairman Payment acknowledged the absence of Commissioner Jarvis.

COUNTY MANAGER'S REPORT

County Manager, Ben Stikeleather, updated Commissioners on capital projects in progress and announced ribbon cuttings would be upcoming for the Maritime Museum, Public Safety, and Shingle Landing Park projects. He reported on legislation being considered at the state level to expand the size of kindergarten classes for one year to account for what may be higher registration numbers due to the Covid-19 pandemic. He informed Commissioners the contract to demolish the partially constructed ABC Store in Corolla has been executed and calls for a 45-60 day time frame for demolition.

COUNTY ATTORNEY'S REPORT

Ike McRee, County Attorney, updated Commissioners on the status of seven legal cases in which the County is involved. An eighth case filed against Register of Deeds Denise Hall, in her official capacity, was dismissed by the plaintiff. Updates included litigation with Headlights, the adult entertainment facility in Lower Currituck, Letendre, a matter related to a large residential structure on the off-road area, Schnierla v. Currituck County, which challenges the parking permit ordinance, and the Corolla Civic Association v. Currituck County, which challenges the spending of Occupancy Tax. He said the county is awaiting an opinion in the case with 85 and Sunny, LLC-KOA OBX West Campground. The case involving Complete Auto Credit, a business located in Moyock, North Carolina, is scheduled for the November 9, 2021, Superior Court session. Mr. McRee said a case filed by the county against Kevin Pool for a Code

Enforcement issue will be heard in Superior Court on September 13, 2021, and seeks compliance and civil penalties for an illegal business operation in the off-road area.

NEW BUSINESS

A. Consideration of a Cooperative Agreement Between the North Carolina Wildlife Resources Commission and Currituck County Regarding the Outer Banks Center for Wildlife Education

Ben Stikeleather, County Manager, reviewed the agreement to transition the responsibility of staffing and operation of the Outer Banks Center for Wildlife Education from the North Carolina Wildlife Resources Commission to Currituck County.

Commissioner White moved to approve the agreement and the motion was seconded by Commissioner Beaumont. The motion carried, 6-0, and Board members discussed the benefits of the County's assumption of the facility and its operations.

COOPERATIVE AGREEMENT BETWEEN THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION AND CURRITUCK COUNTY REGARDING THE OUTER BANKS CENTER FOR WILDLIFE EDUCATION

THIS Agreement, made and entered into this ___ day of ____, 2021, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and **Currituck County**, hereinafter called the **County**;

WITNESSETH:

Whereas, the Commission entered into a 50-year ground lease with the **County** in 2000 to build a wildlife education center in Corolla, NC;

Whereas, the Commission built a 15,000-square-foot education facility called the Outer Banks Center for Wildlife Education, hereinafter called the **Center**, and has operated educational programs since construction completion;

Whereas, the Commission has determined it is in its best interest to close the **Center** and terminate the ground lease with the **County**;

Whereas, the County has expressed interest in an agreement with the **Commission** to accommodate a two-year transition of the **Center** and the ground lease to **County** ownership and management according to the terms described herein;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. The Commission agrees to:

1. Continue to employ the two full-time employees currently working at the **Center**

until the employees vacate the position or two years from the date of this Agreement, whichever occurs first. If either of the employees currently in those positions vacate the position during the two-year period of the Agreement, the **Commission** will not hire an employee to fill the vacated position(s). If the current employees remain in their positions, the Commission will terminate their employment with the Commission two years from the effective date of this Agreement.

2. Work with the **County** to develop mutually agreeable programming for two years from the effective date of this Agreement. The point of contact for the **Commission** regarding programming is the Division Chief of the Wildlife Education Division.
3. Provide the **County** with quarterly statements for expenses related to the **Center**, including all operational and personnel costs for reimbursement by the County.
4. Transfer or loan to the County the exhibits that are owned by the **Commission**. The arrangement to transfer or otherwise loan the exhibits to the County will be memorialized in a separate agreement.
5. Allow County use of the facility during closed hours for County meetings and functions, as approved by the Commission, for two years from the effective date of this Agreement.

B. The County agrees to:

1. Take over, by transfer or otherwise, all operations of the facility, including, but not limited to, utility costs, personnel costs, grounds maintenance, repairs, fire monitoring, security system, IT and communication costs, the copier contract, and internet costs as of the effective date of this Agreement. The County agrees to reimburse the Commission for all such costs from the effective date of this Agreement until such time as the County has taken over such costs, by transfer or otherwise.
2. Hire **County** employees to operate the **Center** at the end of this Agreement or at the time either of the **Commission** positions become vacated, whichever occurs first.
3. The **County** is responsible for the cost of any staffing needs, including, but not limited to, educators and interns during the two-year period of the Agreement. Staffing needs would be based on program requirements mutually agreed upon by the **Commission** and the **County**.
4. Work with the **Commission** to develop mutually agreeable programming for two years from the effective date of this Agreement. The point of contact for the **County** for programming is County Manager or designee, as designated in writing by the County manager.

C. It is mutually agreed that:

1. The 2000 ground lease between the parties will terminate two years from the effective date of this Agreement.
2. Reimbursement for the two **Commission-provided** full-time employees will cease upon employees vacating the position or two years from the date of this Agreement, whichever occurs first.
3. Nothing in this Agreement shall obligate any party to any conditions not specifically stated herein.
4. This Agreement shall become effective July 1, 2021 and shall continue in effect until June 30, 2023.
5. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
6. This Agreement is made under and shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. During and after the term hereof, the State Auditor and any party using internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).
8. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
9. This Agreement may be revised as necessary by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.
10. The failure to enforce or the waiver by any party of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
11. No party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
12. That notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the **Commission** or the **County** under applicable law.
13. Any **Commission** information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the **County** under this Agreement shall be kept confidential and used only for the purpose(s) required to perform this Agreement, which may include reporting required to the NC General Assembly or as required by the State Auditor or internal auditors, and not divulged or made available to any individual or organization without the prior written approval of the

AUTHORIZING DISPOSAL OF REAL PROPERTY PURSUANT TO N.C. GEN. STAT. §160A-269

WHEREAS, Currituck County is the owner of a one-acre parcel of land, more or less, located in Poplar Branch Township, Grandy, Currituck County, North Carolina on Uncle Graham Road with Parcel Identification No. 009500000260000; and

WHEREAS, under N.C. Gen. Stat. §160A-269, a county may sell real property by upset bid after receipt of an offer for the real property; and

WHEREAS, Currituck County has received an offer to purchase the property described above in the amount of \$30,000.00 submitted by Joanne Armstrong, Grandy, North Carolina; and

WHEREAS, Joanne Armstrong has paid to Currituck County the statutorily required five percent (5%) bid deposit for the real property.

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

Section 1. The Currituck County Board of Commissioners authorizes sale of the real property described above through the upset bid procedure under N.C. Gen. Stat. §160A-269.

Section 2. The Clerk to the Board of Commissioners shall cause publication of a notice of the proposed sale. The notice shall describe the property, the amount of the purchase offer, and state the terms established by this resolution for the upset of the received offer.

Section 3. Any person may submit an upset bid to the Office of the Clerk to the Board of Commissioners within ten (10) days of notice of sale publication. Once a qualifying higher bid is received, that bid will become the new offer to purchase.

Section 4. Upon receipt of a qualifying upset bid, the Clerk to the Board of Commissioners shall cause publication of a notice of upset bid and shall continue to do so until a ten (10) day period has passed without receipt of a qualifying upset bid. At that time, the amount of the final high bid shall be reported to the Currituck County Board of Commissioners.

Section 5. A qualifying higher bid is one that raises the existing bid by not less than ten percent (10%) of the first \$1,000.00 of that bid and five percent (5%) of the remainder of that bid.

Section 6. A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. Currituck County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. The deposit of the final high bidder will be applied to the bid amount for the real property at closing.

Section 7. The terms of final sale are:

- a. the Currituck County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within thirty (30) days following passage of the upset bid period; and
- b. the highest qualifying bidder must pay cash at the time of closing.

Section 8. Currituck County Board of Commissioners reserves the right to withdraw the property from sale at any time before the final qualifying high bid is accepted and the right to reject all bids at any time.

Section 9. If no qualifying upset bid is received after the initial public notice, the bid and offer referenced above is hereby accepted. The appropriate Currituck County officials are then authorized to execute the instruments necessary to convey the real property by special warranty deed to Joanne Armstrong.

ADOPTED the 21st day of June 2021.

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

C) Board Appointments

Chairman Payment moved for approval of the nominees and terms as recommended for reappointment. Commissioner J. Owen Etheridge seconded the motion and the motion carried, 6-0.

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

1. ABC Board

No appointment was made to the ABC Board. The agenda was amended and this item was removed from consideration.

2. Fire and EMS Advisory Board

Reappointment of the following members and terms of service for the Fire and EMS Advisory were approved by consensus:

Ryland Poyner-1st Full Term expiring May 31, 2023
Michael Hurt-1st Full Term expiring May 31, 2023

3. Ocean Sands North/Crown Point Watershed District Advisory Board

Reappointment of the following members and terms of service for the Ocean Sands North/Crown Point Watershed District Advisory were approved by consensus:

Robert Peters-1st Full Term expiring June, 2022
Terry Anderson-2nd Term expiring June, 2022
Linda Garczynski-3rd Term expiring June, 2023
Gemma Green-1st Full Term expiring June, 2023
Joseph Cassidy-1st Term expiring June, 2022
Ed Pence-3rd Term expiring June, 2023

4. Whalehead Stormwater Service District Advisory Board

Reappointment of the following members and terms of service for the Whalehead Stormwater Service District Advisory were approved by consensus:

Larry Queen-1st Full Term expiring January, 2023
Lee Foreman-2nd Term expiring January, 2022
Jim Pruden-2nd Term expiring January, 2022
John J. McTear-3rd Term expiring January, 2023
Sid Wilson-3rd Term expiring January, 2023

5. Senior Citizens Advisory Board

The following Commissioner nominees and terms of service were approved for reappointment to the Senior Citizens Advisory:

Commissioner White: Cindy Scott-3rd Term expiring February 1, 2023
Chairman Payment: Janet Lovell-3rd Term expiring February 1, 2023
Commissioner Beaumont: Michael Williams-2nd Term expiring February 1, 2023

D) Consent Agenda

Commissioner J. Owen Etheridge moved for approval of the Consent Agenda. The motion was seconded by Commissioner White. The motion carried, 6-0.

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

1. Budget Amendments

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10350-467100	Aviation Fuel Receipts		\$ 50,000
10410-506000	Health Insurance		\$ 501
10410-511000	Telephone & Postage	\$ 4,000	
10410-526000	Advertising	\$ 1,500	
10410-540000	Worker's Comp		\$ 31
10440-506000	Health Insurance		\$ 12,000
10440-532000	Supplies	\$ 2,000	
10460-511000	Telephone & Postage	\$ 800	
10460-511010	Data Transmission	\$ 200	
10510-502000	Salaries - regular		\$ 70,000
10510-502100	Salaries - overtime	\$ 70,000	
10510-540000	Worker's Comp		\$ 3,402
10512-511010	Data Transmission	\$ 650	
10512-516200	Vehicle Maintenance	\$ 1,000	
10530-516200	Vehicle Maintenance	\$ 2,500	
10530-540000	Worker's Comp		\$ 3,898
10531-545000	Contract Services	\$ 1,000	
10550-531002	Aviation Fuel	\$ 50,000	
10960-531000	Gas		\$ 8,818
10960-532000	Supplies	\$ 15,000	
61818-511000	Telephone & Postage	\$ 4,000	
61818-506000	Health Insurance		\$ 4,000
63360-470000	Utility Charges		\$ 10,000
63380-482500	Recycling - Scrap Metal		\$ 500
63390-499900	Appropriated Fund Balance		\$ 29,500
63838-571500	Recycling	\$ 35,000	
63838-590000	Capital Outlay	\$ 5,000	
		<u>\$ 192,650</u>	<u>\$ 192,650</u>
Explanation:	Various Departments - Transfer budgeted funds, increase aviation fuel by \$50,000 and solid waste revenues by \$40,000 for operations for the remainder of this fiscal year.		
Net Budget Effect:	Operating Fund (10) - Increased by \$50,000.		
	Mainland Water Fund (61) - No change.		
	Solid Waste Fund (63) - Increased by \$40,000.		

Communication: Minutes for June 21, 2021 (Approval Of Minutes-June 21, 2021)

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
31380-482001	DSS Client Revenues		\$ 400,000
31750-545001	DSS Client Expenses	\$ 400,000	
32330-422000	Fines & Forfeitures Revenues		\$ 350,000
32490-545500	Fines & Forfeitures Expenses	\$ 350,000	
34380-482002	Deed of Trust Fee Revenues		\$ 75,000
34480-545001	Deed of Trust Fee Expenses	\$ 75,000	
		<u>\$ 825,000</u>	<u>\$ 825,000</u>
Explanation:	Agency Fund (31); Fines & Forfeitures Fund (32) and Deed of Trust Fees Fund (34) - To establish budgets for the DSS Client funds where the DSS Director has been appointed as guardian; for the Fines & Forfeitures collected by the Clerk of Court or any other fines and forfeitures; and for Deeds of Trust Fees collected by the Register of Deeds on behalf of the State of North Carolina. This change is required to meet the reporting requirements of GASB 84, which defines reporting of fiduciary activities.		
Net Budget Effect:	Agency Fund (31) - Increased by \$400,000.		
	Fines & Forfeitures Fund (32) - Increased by \$350,000.		
	Deed of Trust Fund (34) - Increased by \$75,000.		

2. Job Descriptions-New and Revisions

3. Cell Tower License Agreement with New Cingular Wireless for Equipment Modifications at Water Tower Site, Tulls Creek Road, Moyock

4. NCACC Annual Conference Voting Delegate Designation

Designation of Voting Delegate to NCACC Annual Conference

I, Mary R. Etheridge, hereby certify that I am the duly designated voting delegate for Currituck County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: Mary R. Etheridge

Title: Commissioner, Currituck County

Communication: Minutes for June 21, 2021 (Approval Of Minutes-June 21, 2021)

In the event the designated voting delegate is unable to attend, Selina S. Jarvis has been selected as Currituck County's alternate voting delegate.

Alternate Voting Delegate Name: Selina S. Jarvis

Title: Commissioner, Currituck County

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 9, 2021** close of business:

Email: alisa.cobb@ncacc.org

5) Approval Of Minutes-June 7, 2021

1. Minutes for June 7, 2021

WORK SESSION

Work Session Discussion on Campgrounds Text Amendment

Chairman Payment called a recess at 4:37 PM prior to beginning the Work Session. The meeting reconvened and the Work Session started at 4:48 PM.

Laurie LoCicero, Planning and Community Development Director, resumed a discussion on campgrounds that began during a work session at the June 7, 2021, Board of Commissioners meeting. The Board is considering a text amendment to the Unified Development Ordinance that will allow new campgrounds to be established in Currituck County through the Conditional Zoning process. Language is also being proposed that will provide a pathway for existing, non-conforming campgrounds to be brought into compliance.

Commissioners discussed in detail the proposed text amendment language as presented by Ms. LoCicero. Commissioners made no final determination on foundation

requirements for cabin structures and asked that more information be provided on the manufacture and construction of on-frame modular units (Park Models) to address safety concerns. Continued operation of existing non-conforming campgrounds, alternative sites and camping cabins, possible occupancy tax collections, resident inventory of existing, long-term sites, and a transition period for compliance were discussed. The Board reached consensus on the following points:

- Applications for new campgrounds will require conditional zoning approval by the Board of Commissioners.
- The maximum number of sites for established for existing campgrounds would be based on the number of existing sites following inventory or 234, whichever is less.
- Transfer of permanent or long-term resident sites will be prohibited. Sites must convert to a nightly or seasonal site once vacated by the long-term resident.
- Existing, non-conforming Campgrounds desiring to add amenities or enhancements would be required to come into compliance. A period of ten-years would be granted to allow for transition of permanent and long-term sites to seasonal or nightly. Existing campgrounds not wanting to modify or enhance the facility may continue to operate as a legal, non-conforming use. Only maintenance and repair would be allowed to be performed on existing, on-site amenities and structures.
- Up to 50% of the allowable sites may be seasonal sites. Up to 20% may be camping cabins or alternative sites.
- Maximum density was established at 12 units per acre for new campgrounds. Wetlands on the parcel may not be included in the density calculation.
- New campgrounds must have direct access to a major arterial. Interior roads must meet Fire Codes, but paving will not be required.
- Active recreational amenities will not be a requirement for new campgrounds.
- A 100' setback from all property lines with a minimum Type C buffer. (More intense buffering can be set during the Conditional Zoning process if needed.)
- A 100' setback from all property lines will be required.
- A storage area or facility for watercraft or seasonal RV is permitted and would be tied to the lease of a campsite.
- No buffer between campgrounds is to be established at this time.

Following discussion, staff was directed to begin the process of incorporating the new language for consideration at the July 19, 2021 meeting. The Work Session concluded at 6:03 PM.

CLOSED SESSION

Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters

Chairman Payment moved to enter Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters. Commissioner Mary Etheridge seconded the motion. The motion carried, 6-0, and the Board moved into Closed Session.

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

ADJOURN

Commissioners returned from Closed Session at 6:16 PM and discussion continued. County Attorney, Ike McRee, updated Commissioners on the pending sale of the sewer utility that serves the Eagle Creek subdivision in Moyock, North Carolina. He said an application is pending before the Utilities Commission and noted several considerations that could cause significant delays with the transfer of the utility. Ben Stikeleather, County Manager, said he received a message that a meeting is planned with Senator Steinburg's office, regulatory authorities and other relevant parties to discuss a resolution to the collection system failures. Commissioner Mary Etheridge asked that the name, Currituck Water and Sewer, LLC, be changed, as it is causing confusion for some who believe it is the County who owns the utility.

Mr. Stikeleather confirmed the Board's approval of the monument style to be installed at the new Public Safety Center.

Motion to Adjourn Meeting

Discussion concluded, and with no further business Commissioner Beaumont moved for adjournment. Commissioner White seconded the motion. The motion carried and the meeting of the Board of Commissioners adjourned at 6:33 PM.

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

TO: Board of Commissioners

RE: Events Grants Applications for Board Consideration on Monday, July 19, 2021

These are the event grants approved by the Tourism Advisory Board for consideration and approval by the Tourism Development Authority at the July 19, 2021 meeting.

The Tourism Dept. received 4 applications for event grants. A special TAB meeting was called on July 12 at which 4 of the 6 TAB members were able to attend, constituting a quorum. The members present included Matt Paulson, Sharon Price, Benjamin Beasley and Keith Hix. The voting for the grants are as follows:

1. Knotts Island Seafood Festival (Knotts Island Ruritans) – \$20,000 request / \$20,000 approved by TAB

Sept. 25, 2021 from 12PM to 9PM

This is a Seafood Festival featuring locally sourced oysters, shrimp, crabs, etc., including local vendors from the area along with multiple bands providing entertainment. There will be a raffle that is included with admission and additional tickets available for purchase. The raffle will be drawn the evening of the festival. T-Shirts will be available for purchase and advertising will consist of radio, print, and social media. The festival will be located outside and sanitizing stations will be available. The intended results will be revenue for community enrichment.

TAB recommended awarding the full requested amount of \$20,000.

2. Peach Blossom Market (Martin Farm & Winery) – \$10,955 request / \$10,955 approved by TAB

Sunday, March 20, 2022 or Sunday, March 27, 2022

Visitors to the Peach Blossom Market at Martin Farm and Winery will be able to taste wines, sip on one of our “famous” peach slushies, shop local artisans, enjoy food truck offerings, and listen to acoustic music all while enjoying the scenic views of the peach blossoms in bloom and beautiful Knotts Island Bay.

*The event will be held on a Sunday in mid-late March from 11am-5pm

*Parking will be \$5.00/car and each car will be given 2 raffle tickets to be entered into a drawing to win a 2 Adirondack Chairs with side table from Built To Last in Moyock

*Parking will be organized by a Currituck non-profit organization, and they will be reimbursed for their services

*We will also sell \$2.00 raffle tickets for a 90 minute Sound Side Eco Tour provided by Slip Shot Sound Charters out of Corolla. 100% of proceeds will be donated to The Corolla Wild Horse Foundation

*Wine tastings will be provided in an 8oz stemmed glass with the Martin Farm and Winery logo as well as the Currituck Travel and Tourism logo

*We will hold the wine tastings under a tent with a banner that has the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo.

*Our “famous” peach slushies will be served in a 16oz frosted souvenir cup with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

*Acoustic band/performer

*2-3 food trucks

*Visitors can shop local artisan vendors

*T-shirts and other marketing material for sale and giveaways with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

The Peach Blossom Market is intended to bring visitors to our farm to experience the blossoms as they burst with color in our constantly growing Peach orchard. We would like others in our neighboring communities and beyond to be able to come and get to know “the hidden gem of the inner banks” that the residents know as Knotts Island, North Carolina.

TAB recommended awarding the full requested amount of \$10,955 – moving \$500 from add'l staff to security.

3. Christmas in Corolla Village (Twiddy & Company) – \$19,000 request / \$20,000 approved by TAB

Friday and Saturday evenings November 26 through December 18, 2021

Lights, floral delights and holiday sights are all part of the first-annual Christmas in Corolla Village, a holiday wonderland that brings the spirit of Christmas to an area landmark. After their candlelit tour of The Whalehead Club, visitors will then make their way toward Corolla Historic Village where Christmas joy will fill the air.

As visitors stroll up and down Corolla Village Road, they'll be treated to thousands of lights, trees, and displays with plenty of social media video and photo ops (#ChristmasInCorolla). In the spirit of the Whalehead candlelight tour, the ghosts of both Christmases past and present will be on full display with sights and sounds guests of all ages will love.

Each weekend will include special events and performances and we plan to partner with village merchants to provide guests with refreshments and unique shopping opportunities. While we all love summers in Corolla. The goal of this event is to make Christmas the ‘most wonderful time of the year’ on Currituck’s Outer Banks for locals and visitors alike.

TAB recommended awarding the full requested amount of \$19,000 with add'l funding of \$1000 for a total of \$20,000

4. Currituck Christmas Treasure Hunt (OBX Treasure Hunt) – \$6,000 request / \$5,000 approved by TAB

Starting on November 25 ending December 30, 2021

The Currituck Christmas Treasure Hunt is a Christmas themed treasure hunt with the goal to attract the Hampton Roads and Dare County residents while also capturing the normal tourism that occurs. A website will be created where tourists will put in

information and purchase the treasure hunt. The treasure hunt will take place on Historic Corolla Park property and in Corolla Village. There will be 10 different clues that need to be solved by going around Whalehead and the competitor with the fastest time wins. Each hunt will be informative and educational about Currituck County. The grand prize will be a week-long vacation in Corolla. OBX Treasure Hunt will work with the vendors and tour guides with items and clues placed around Whalehead guiding them to explore the entire Historic Park & Christmas Village. This is a seasonal event during the holiday season.

The TAB asked for additional information from the applicant after the meeting. The additional information was sent by the applicant and is incorporated in the description above. This information was sent to the requesting TAB members.

TAB recommended awarding \$5,000 as actors (\$1,000) cannot be hired for this event to be in the Park as it would then be entering into the commercial activity in the Park situation. Otherwise, it is a pass through event with is allowed.

Thank you,
Tameron

Tameron T. Kugler
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