



**CURRITUCK COUNTY  
NORTH CAROLINA**

May 16, 2022

Minutes – Regular Meeting of the Board of Commissioners

**SPECIAL MEETING**

**1. 5:00-5:30 PM Board of Equalization and Review**

The Currituck County Board of Commissioners sat from 5:00 PM until 5:30 PM in a Special Meeting as the Board of Equalization and Review. The meeting was held in the Historic Courthouse Board Meeting Room, 153 Courthouse Road, Currituck, North Carolina, for the purpose of hearing citizen appeals of real property valuations. Tax Administrator, Tracy Sample, presented one appeal for consideration.

**6:00 PM CALL TO ORDER**

The Currituck County Board of Commissioners met at 6:00 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	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order and announced the earlier session of the Board of Equalization and Review.

**A) Invocation & Pledge of Allegiance**

Commissioner Jarvis offered the Invocation and led the Pledge of Allegiance.

**B) Approval of Agenda**

Commissioner McCord moved for approval of the agenda. Commissioner White seconded the motion. The motion carried, 7-0.

Approved agenda:

**Special Meeting**

5:00-5:30 PM Board of Equalization and Review

**6:00 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 Public Hearing. Public comments are limited to 3 minutes.*

**Commissioner's Report****County      Manager/Attorney**  
**Reports****Administrative Reports**

- A) NCDOT Report to the Board
- B) Annual Budget Presentation for FY 2022-2023

**New Business**

- A) **Consideration of An Ordinance Amending Section 10-64 Of the Code of Ordinances to Provide for \$75.00 Civil Penalty**
- B) **Consideration of Ordinance Amending Section 10-64 of the Code of Ordinances Clarifying the Area in Which Motor Vehicles May Operate on the Beach and Foreshore**
- C) **Consent Agenda**
  - 1. Budget Amendments
  - 2. Project Ordinance-Tulls Creek Elementary School Construction
  - 3. Project Ordinance-Historic Courthouse Generator Replacement
  - 4. Surplus Resolutions and Authorization for Captain Kevin Bray and Sergeant William Davenport to Purchase Duty Weapons Upon Retirement
  - 5. Acceptance of Sheriff's Bond
  - 6. Job Description Revision-Planner I
  - 7. Consideration of Lease Renewal and Extension Agreement with Sentara Albemarle Regional Healthcare for a Physical Therapy Center located at 130 Community Way, Barco, North Carolina

## 8. Approval Of Minutes-May 2, 2022

**Adjourn****Special Meeting-Tourism Development Authority**

Tourism Development Authority Annual Budget Presentation for Fiscal Year 2022-2023

TDA-Budget Amendments

**Adjourn Special Meeting-TDA****Special Meeting-Ocean Sands Water and Sewer District Board**

Ocean Sands Water & Sewer District Annual Budget Presentation for Fiscal Year 2022- 2023

OSWSD-Budget Amendments

**Adjourn Special Meeting-OSWSD Board**

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

Susie Sullivan Rainwater of Jarvisburg discussed drainage issues she and a neighbor are having at their homes. She believes the flooding is the result of a culvert that was installed by the North Carolina Department of Transportation and asked what options are available to resolve the issue.

Paulette Harris of Edgewater Road, Harbinger, shared concerns with the intersection at Edgewater Road and North Carolina Highway 158. She said there are many accidents at the location and suggested installation of a street light to light the intersection as well as a traffic signal.

Morris Gray of Edgewater Road, Harbinger, discussed the heavy summer traffic and backups that occur at the intersection. He, too, would like to see a traffic signal installed.

Beverly Surman of Jarvisburg discussed stormwater flooding that occurs at her home.

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

### **COMMISSIONER'S REPORT**

Commissioner J. Owen Etheridge encouraged everyone to get out and vote in the Primary Election. He announced Currituck County Communications staff will soon be relocating to the Public Safety Center.

Commissioner McCord said early voting in the primary has been light. He recognized first responders in honor of Police Week and Emergency Medical Services (EMS) Week. He discussed a recent storm and the resulting damage that occurred on the Outer Banks.

Commissioner Beaumont discussed the County Budget and budget presentation. He encouraged citizens to take time to review the budget, to question Commissioners about it, and to attend the budget public hearings.

Chairman Payment also addressed the upcoming budget presentation and budget public hearing. He asked citizens to support their local fire departments and to exercise their right to vote.

Commissioner White thanked audience members for coming to the meeting, noting few citizens have been attending. He spoke of the recent, five-day storm and the resulting damage and asked citizens for patience as the County works to clean up and make repairs. He discussed the final phase of Currituck County's Shoreline Stability Study, currently in progress, that will determine whether there is a need for beach nourishment. He said the Board will make a decision when the report is completed.

Commissioner Mary Etheridge announced voting hours for the May 17, 2022, primary election and changes to some polling places in the County. To address a need to restore public trust in government, she recommended an ethics statement be read prior to each Board of Commissioners meeting. She shared the statement used at the start of each Alcoholic Beverage Control (ABC) Board meeting, on which she serves.

Commissioner Jarvis acknowledged National EMS Week and Police Week and thanked all first responders for the work they do. She agreed with Commissioner Mary Etheridge and shared the ethics statement used at the start of each meeting of the College of the Albemarle Board of Trustees, on which she serves.

There was no opposition from Commissioners when asked about requiring an ethics statement at the start of each meeting, and Chairman Payment asked the County Manager to compose a statement for Commissioner review.

### **COUNTY MANAGER/ATTORNEY REPORTS**

County Manager, Ike McRee, said the completed phases of the Shoreline Stability Study are available online, and Phase III of the study is in progress. He said damage from the recent storm worsened the escarpment at the handicap accessible ramp at Corolla Village Road. He thanked staff who mobilized to evaluate county facilities, assessed debris management, and facilitated repairs at ramp areas. He said the cleanup will begin this week. There was discussion of how the sand cycle works.

## **ADMINISTRATIVE REPORTS**

### **A. NCDOT Report to the Board**

Members of the North Carolina Department of Transportation (NCDOT) District 1 staff attended to provide a transportation and project update for Commissioners. Win Bridgers, Deputy Division Engineer, introduced NCDOT staff and used a powerpoint for the report. The status of projects in the State Transportation Improvement Plan (STIP) were reviewed, including the Mid-Currituck Bridge. Secondary road paving projects were presented. Mr. Bridgers addressed stormwater and flooding and discussed NCDOT's drainage policy, the importance of property owners maintaining ditches, and ways in which NCDOT can contribute and participate in ditch cleaning in a watershed.

Mr. Bridgers and staff responded to questions from Commissioners. He addressed the dangerous intersection at Edgewater Road in Harbinger, discussed possible changes to the median at the location, and said he would notify the traffic unit to study the intersection. He responded to questions about the ongoing paving project on North Carolina 168 and explained that contractor availability resulted in the need to perform the milling far in advance of paving. NCDOT felt it best to move forward with the project rather than delay until fall due to many complaints received related to the road conditions.

When alerted about issues related to a collapsing and possibly undersized culvert in Shawboro, Mr. Bridgers said they will go out and assess the area. The use of NCDOT message boards along the highway and the need for better line markings on the roadway were discussed. Commissioners thanked NCDOT staff for their efforts.

Chairman Payment recessed the meeting at 7:14 PM. The meeting reconvened at 7:22 PM.

### **B. Annual Budget Presentation for FY 2022-2023**

County Manager, Ike McRee, presented Currituck County's annual budget for fiscal year 2022-2023. He reviewed North Carolina's statutory budget requirements and used a powerpoint to display budget information. He presented a balanced budget with an ad valorem tax rate remaining at .46 cents per \$100. He discussed growth in the County, particularly in Moyock, and the costs associated with providing services in a county that has no municipalities. He reported total expenditures of \$126,914,856, with \$68,400,218 comprising the general fund. Mr. McRee reviewed property tax collections by region and noted the mainland and beach are now a 50/50 split. Funding sources for the General Fund budget and appropriations were reviewed, along with departmental requests for new employees and salary requests. A minimum wage of \$15 per hour and revisions to starting salaries for Sheriff's Deputies were recommended. Mr. McRee said there are twenty-eight open positions in general government, and he discussed changes with the County's facilitation of Economic Development. Utility rates were reviewed.

Mr. McRee responded to questions from Commissioners during presentation. He thanked staff who assisted with the budget preparation process. A Public Hearing on the proposed budget was set for June 6, 2022. He recommended Commissioners meet in a work session

to review the budget after the Public Hearing. The Board would adopt the budget at the June 20, 2022 Commissioners meeting for an effective date of July 1, 2022.

## **NEW BUSINESS**

### **A. Consideration of An Ordinance Amending Section 10-64 Of the Code of Ordinances to Provide for \$75.00 Civil Penalty**

County Manager, Ike McRee, reviewed the Ordinance Amendment that provides for a \$75.00 penalty for Beach Parking Permit violations. A set fee is required by North Carolina State Statute.

Commissioner White moved for approval and Commissioner McCord seconded the motion. The motion carried, 7-0.

## **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 10-64 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO PROVIDE FOR CIVIL PENALTY**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, pursuant to Section 1 of Chapter 875 of the 1985 Session Laws, as amended by S.L. 1998-64 and S.L. 2001-33 the county may by ordinance regulate, restrict, and prohibit the use of dune or beach buggies, jeeps, motorcycles, cars, trucks, or any other form of power-driven vehicle specified by the county's governing board on the foreshore, beach strand and barrier dune system; and

WHEREAS, the Board of Commissioners finds as follows:

a. Approximately 23 mile of Currituck County fronts the Atlantic Ocean. Of those 23 miles, approximately 11 miles are only accessible by four-wheel drive motor vehicles traveling along the ocean beach in an area known as the off-road area of the county.

b. There are approximately 3,000 platted lots located in the off-road area of the county.

c. Particularly during late Spring, Summer and early Fall, the off-road area of the county attracts large numbers of motor vehicles and persons recreating on the ocean beach.

d. Due to the large numbers of motor vehicles traversing the ocean beach, which is the main north-south travel way, and recreating persons interacting with and exposed to heavy motor vehicle traffic, there exists a condition hazardous to the health,

safety and welfare of the general public that must and can be addressed, by the reduction of motor vehicle traffic on the ocean beach.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding subsection (n) to Section 10-64 of the Code of Ordinances to read as follows:

(n) Violation of section. Notwithstanding Sec. 10-54 of this code, a violation of this section shall be a civil violation subjecting the offender to a civil penalty in the amount of \$75.00 and shall not constitute a misdemeanor or infraction enforceable under G.S. 14-4.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

ADOPTED this 16th day of May, 2022.

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

**B. Consideration of Ordinance Amending Section 10-64 of the Code of Ordinances Clarifying the Area in Which Motor Vehicles May Operate on the Beach and Foreshore**

County Manager, Ike McRee, reviewed the Beach Driving Ordinance amendment that was written to clarify the drive areas for motor vehicles traveling on the County's off-road beaches.

Commissioner White moved for approval. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 10-62 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO CLARIFY THE AREA IN WHICH MOTOR VEHICLES MAY OPERATE ON THE BEACH AND FORESHORE**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by

ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, pursuant to Section 1 of Chapter 875 of the 1985 Session Laws, as amended by S.L. 1998-64 and S.L. 2001-33 the county may by ordinance regulate, restrict, and prohibit the use of dune or beach buggies, jeeps, motorcycles, cars, trucks, or any other form of power-driven vehicle specified by the county's governing board on the foreshore, beach strand and barrier dune system; and

WHEREAS, the Board of Commissioners finds as follows:

- a. Approximately 23 mile of Currituck County fronts the Atlantic Ocean. Of those 23 miles, approximately 11 miles are only accessible by four-wheel drive motor vehicles traveling along the ocean beach in an area known as the off-road area of the county.
- b. There are approximately 3,000 platted lots located in the off-road area of the county.
- c. Particularly during late Spring, Summer and early Fall, the off-road area of the county attracts large numbers of motor vehicles and persons recreating on the ocean beach.
- d. Due to the large numbers of motor vehicles traversing the ocean beach, which is the main north-south travel way, and recreating persons interacting with and exposed to heavy motor vehicle traffic, there exists a condition hazardous to the health, safety and welfare of the general public that must and can be addressed, by the reduction of motor vehicle traffic on the ocean beach.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 10-64 of the Code of Ordinances to read as follows:

**Sec. 10-62. Blocking foreshore.**

(a) No person shall block the foreshore in such a manner that would prohibit vehicular travel along the foreshore. This subsection shall not apply between 9:00 a.m. and 5:00 p.m. from the Friday before Memorial Day to Labor Day in that area one and one-half miles north of the north beach access ramp to Mile Post 17.

(b) All vehicles parked on the beach strand shall be parked in the middle of the beach strand such that vehicular traffic may pass without obstruction adjacent to the dune line and, ~~except between 9:00 a.m. and 5:00 p.m. from the Friday before Memorial Day to Labor Day in the area extending one and one-half miles north of the north beach access ramp to Mile Post 17,~~ adjacent to the water's edge. There shall be no lawn chairs, coolers, fishing lines or any other items blocking the beach strand in any manner that would restrict vehicular movement in a north-south direction along the dune line. There shall be no lawn chairs, coolers, fishing lines or any other items blocking the foreshore in any manner that restricts public safety and emergency response vehicular movement in a north-south direction along the water's edge.

(c) Notwithstanding subsections (a) and (b) of this section, no vehicle shall travel in the area extending one and one-half miles north of the north beach access ramp to Mile Post 17 in a north or south direction between 9:00 a.m. and 5:00 p.m. from the



Friday before Memorial Day to Labor Day except in an area bounded on the west by the toe of the dune line and extending eastward to the middle of the beach strand. This section shall not apply to public safety and emergency response motor vehicles.

(d) The parking of any vehicle on the beach strand in an area extending from the north beach access ramp northward for one and one-half miles is prohibited. Violators shall be towed.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

ADOPTED this 16th day of May, 2022.

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

### C) Consent Agenda

Commissioner J. Owen Etheridge moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

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

### 1. Budget Amendments

20220133		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10640-511000	Telephone & Postage	\$ 2,800	
10640-521100	Equipment Lease		\$ 1,358
10640-545000	Contracted Services		1,442
		\$ 2,800	\$ 2,800
<b>Explanation:</b>	Cooperative Extension (10640) - Substantial increase in telephone bills (internet) due to additional 911 equipment/services.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		

20220134		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
51848-590200	Tulls Creek Elementary School	\$ 3,500,000	
51390-495042	T F - Transfer Tax Capital Fund		\$ 1,130,600
51390-495041	T F - School Capital Fund		2,369,400
		\$ 3,500,000	\$ 3,500,000
<b>Explanation:</b>	School Capital Construction (51848) - Increase appropriations for design of Tulls Creek Elementary School.		
<b>Net Budget Effect:</b>	School Capital Construction Fund (51) - Increased by \$3,500,000.		

20220135		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10990-587050	T T - County Govt Construction	\$ 450,000	
10460-592000	Courthouse Projects		\$ 450,000
50460-590004	Historic Courthouse Generator 2022	450,000	
50390-495010	T F - Operating Fund		450,000
		\$ 900,000	\$ 900,000
<b>Explanation:</b>	County Governmental Construction (50460) - Move budgeted funds from Courthouse Projects to the Multi-year Governmental Construction Fund to replace the generator at the Historic Courthouse.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change. County Governmental Construction Fund (50) - No change.		

20220136		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10550-516000	Repairs & Maintenance	\$ 4,500	
10550-532000	Supplies	\$ 4,000	
10550-535000	Credit Card Maintenance Fees	\$ 4,000	
10550-545000	Contract Services		\$ 4,500
10550-561000	Professional Services	60	
10550-590000	Capital Outlay		4,060
10350-467100	Aviation Fuel Receipts		4,000
		\$ 12,560	\$ 12,560
<b>Explanation:</b>	Airport (10550) - Transfer budgeted funds for repairs to Hangar insulation and for supply purchases original anticipated to meet capital threshold, but costs were less than anticipated.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$4,000.		

20220137		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10530-557100	Software License Fee	\$ 2,000	
10530-590000	Capital Outlay		\$ 2,000
		\$ 2,000	\$ 2,000
<b>Explanation:</b>	Emergency Medical Services (10530) - Transfer budgeted funds for increase in software license fee.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		

20220138		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10430-503000	Salaries - Part-time	\$ 2,500	
10430-505000	FICA Expense	\$ 191	
10320-411000	Article 39 Sales Tax		\$ 2,691
		\$ 2,691	\$ 2,691
<b>Explanation:</b>	Elections (10430) -Increase appropriations for additional costs for May primary elections.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$2,691.		

20220139		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10330-449900	Miscellaneous Grants		\$ 8,800
10340-450420	Beach Parking Permits		\$ 48,000
10340-453000	Register of Deeds Fees		\$ 500
10350-464795	Rent - Recreation Fields		\$ 500
10410-557100	Software License Fees	\$ 200	
10440-545100	Credit Card Fees	\$ 45,000	
10441-503500	Temporary Services		\$ 102
10445-503500	Temporary Services	\$ 102	
10445-545000	Employee Assistance	\$ 1,300	
10460-532001	Beach Parking Supplies	\$ 3,000	
10480-511000	Telephone & Postage	\$ 500	
10510-557100	Software License Fees	\$ 1,800	
10535-545000	Contract Services	\$ 4,000	
10795-545100	Credit Card Fees	\$ 1,500	
10795-576011	Adult Volleyball	\$ 500	
66868-511010	Data Transmission	\$ 6,000	
66868-506000	Health Insurance		\$ 6,000
67878-553000	Dues & Subscriptions	\$ 20,000	
67878-557100	Software License Fees	\$ 200	
67360-470000	Utility Charges		\$ 20,200
		<u>\$ 84,102</u>	<u>\$ 84,102</u>
<b>Explanation:</b>	Various Departments - Increase and transfer funds for operations for the remainder of this fiscal year.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$57,800.		
	Southern Outer Banks Water Fund (66) - No change.		
	Mainland Sewer Fund (67) - Increased by \$20,200.		

## 2. Project Ordinance-Tulls Creek Elementary School Construction

### COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is design and construction of a new Elementary School that will be located on Tulls Creek Road, Moyock. This initial funding is for design and reimbursable expenses. The construction will be funding through debt that will be on the Local Government Commission agenda in the winter 2023.

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

Historic Courthouse Generator 2022	\$ 450,000
	<u>\$ 450,000</u>

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

Operating Fund	\$ 450,000
	<u>\$ 450,000</u>

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

**SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS**

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

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

**SECTION 6. CONTRACTUAL OBLIGATIONS**

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

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

**SECTION 7. USE OF BUDGET ORDINANCE**

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

ADOPTED this 16<sup>th</sup> day of May 2022.

### 3. Project Ordinance-Historic Courthouse Generator Replacement

#### COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is replace the generator located at the Historic Courthouse on Courthouse Road, Currituck, NC.

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

Historic Courthouse Generator 2022	\$ 450,000
	<u>\$ 450,000</u>

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

Operating Fund	\$ 450,000
	<u>\$ 450,000</u>

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

#### **SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS**

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

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

#### **SECTION 6. CONTRACTUAL OBLIGATIONS**

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

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

#### **SECTION 7. USE OF BUDGET ORDINANCE**

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

ADOPTED this 16<sup>th</sup> day of May 2022.

#### **4. Surplus Resolutions and Authorization for Captain Kevin Bray and Sergeant William Davenport to Purchase Duty Weapons Upon Retirement**

### **COUNTY OF CURRITUCK**

**WHEREAS**, The Currituck County Board of Commissioners, during its regular meeting held on Monday, May 16, 2022, authorized the following property listed below be declared surplus and disposed of; and

**WHEREAS**, Sheriff Matt Beickert has requested that upon the retirement of Captain Kevin Bray, that his service weapon, a Glock 45 9M handgun, Serial No. BSBD944, be given to him. Mr. Bray has made the request to purchase same upon his retirement.

**ADOPTED** this 16th day of May, 2022.

### **COUNTY OF CURRITUCK**

**WHEREAS**, The Currituck County Board of Commissioners, during its regular meeting held on Monday, May 16, 2022, authorized the following property listed below be declared surplus and disposed of; and

**WHEREAS**, Sheriff Matt Beickert has requested that upon the retirement of Sergeant William Davenport, that his service weapon, a Glock 45 9M handgun, Serial No. BSBD964, be given to him. Mr. Davenport has made the request to purchase same upon his retirement.

**ADOPTED** this 16th day of May, 2022.

#### **5. Acceptance of Sheriff's Bond**

#### **6. Job Description Revision-Planner I**

**7. Consideration of Lease Renewal and Extension Agreement with Sentara Albemarle Regional Healthcare for a Physical Therapy Center located at 130 Community Way, Barco, North Carolina**

**8) Approval Of Minutes-May 2, 2022**

**1. Minutes for May 2, 2022**

**ADJOURN**

**Motion to Adjourn Meeting**

There was no further business and Commissioner McCord moved to adjourn. Commissioner White seconded the motion. The motion carried, 7-0, and the Regular Meeting of the Board of Commissioners concluded at 7:54 PM.

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

**SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY**

The Currituck County Board of Commissioners held a Special Meeting immediately following adjournment of the 6:00 PM Regular Meeting to sit as the Tourism Development Authority. The meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of receiving the Tourism Development Authority budget message and presentation and to consider budget amendments.

**Tourism Development Authority Annual Budget Presentation for Fiscal Year 2022-2023**

County Manager, Ike McRee, presented the Tourism Development Authority proposed budget for Fiscal Year 2022-2023. Mr. McRee reviewed the statutory requirements for the collection and distribution of Occupancy Tax and explained the uses of Occupancy Tax for Tourism Related and Promotional expenditures. Mr. McRee responded to questions from Commissioners during presentation. A date of June 6, 2022, was set for Public Hearing with possible adoption at the June 20, 2022, meeting. The budget would have an effective date of July 1, 2022.

**TDA-Budget Amendments**

Commissioner McCord moved for approval of the Budget Amendments. Commissioner White seconded the motion. The motion carried, 7-0.



TDA20220020		Debit	Credit
Account Number	Account Description	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15442-532000	Supplies	\$ 5,000	
15442-526200	Promotion		\$ 5,000
15447-511000	Telephone & Postage	100	
15447-531000	Fuel	2,000	
15447-516001	Signs		2,100
		\$ 7,100	\$ 7,100
<b>Explanation:</b>	Occupancy Tax Promotions (15442); Occupancy Tax Tourism Related Expenditures (15447) - Transferring funds from promotion to supplies to cover the cost of additional equipment and supplies for the destination video/photo shoot in April/May. Also transferring funds to accounts that have experienced unexpected		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - No change.		

TDA20220021		Debit	Credit
Account Number	Account Description	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15447-587010	T T - Operating Fund	\$ 54,000	
15320-415000	Occupancy Tax		\$ 54,000
		\$ 54,000	\$ 54,000
<b>Explanation:</b>	Occupancy Tax - Tourism Related (15447) - Increase transfer to the Operating fund for Occupancy Tax Administration based on formula 3% of first \$500,000 and 1% of remaining Occupancy Tax collected for administration of the collection of Occupancy Tax.		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - Increased by \$54,000.		

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

### ADJOURN SPECIAL MEETING-TDA

There was no further business and Commissioner White moved to adjourn. Commissioner Jarvis seconded the motion. The motion carried, 7-0, and the meeting of the Tourism Development Authority concluded at 8:03 PM

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

### **SPECIAL MEETING-OCEAN SANDS WATER AND SEWER DISTRICT BOARD**

The Currituck County Board of Commissioners held a Special Meeting following adjournment of the 6:00 PM Regular Meeting to sit as the Ocean Sands Water and Sewer District Board. The meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of receiving the Ocean Sands Water and Sewer District budget message and presentation and to consider budget amendments.

#### **Ocean Sands Water & Sewer District Annual Budget Presentation for Fiscal Year 2022-2023**

County Manager, Ike McRee, presented the proposed budget for the Ocean Sands Water and Sewer District for Fiscal Year 2022-2023. Mr. McRee explained the creation of the district as part of a 1987 negotiated settlement agreement with Coastland Corporation in which the county agreed to provide water and sewer service in the Ocean Sands subdivision. Mr. McRee reviewed operational expenses, expected revenues, and capital projects. Mr. McRee responded to questions from Commissioners during presentation. A date of June 6, 2022, was set for Public Hearing with possible adoption at the June 20, 2022, meeting. The budget would have an effective date of July 1, 2022.

#### **OSWSD-Budget Amendments**

Commissioner White moved for approval of the Budget Amendments. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

OS2022002			Debit		Credit
			Decrease Revenue or		Increase Revenue or
<u>Account Number</u>	<u>Account Description</u>		<u>Increase Expense</u>		<u>Decrease Expense</u>
60808-503000	Salaries - Part-time		\$ 8,000		
60808-505000	FICA Expense		\$ 612		
60808-511001	Telephone & Postage - Sewer		\$ 650		
60808-553001	Dues & Subscriptions - Sewer		\$ 5,000		
60360-470001	Utilities Charges - Sewer			\$ 14,262	
			\$ 14,262	\$ 14,262	
<b>Explanation:</b>	Ocean Sands Water and Sewer (60808) - Increase appropriations to advertise for a part-time temporary position to fill vacancy and for cost increases in telephone/postage and dues.				
<b>Net Budget Effect:</b>	Ocean Sands Water and Sewer District Fund (60) - Increased by \$14,262.				

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

### ADJOURN SPECIAL MEETING-OSWSD BOARD

There was no further business and Commissioner Beaumont moved to adjourn. Commissioner White seconded the motion. The motion carried, 7-0, and the meeting of the Ocean Sands Water and Sewer District Board concluded at 8:07 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, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF  
COMMISSIONERS AMENDING SECTION 10-64 OF THE CURRITUCK  
COUNTY CODE OF ORDINANCES TO PROVIDE FOR CIVIL PENALTY**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, pursuant to Section 1 of Chapter 875 of the 1985 Session Laws, as amended by S.L. 1998-64 and S.L. 2001-33 the county may by ordinance regulate, restrict, and prohibit the use of dune or beach buggies, jeeps, motorcycles, cars, trucks, or any other form of power-driven vehicle specified by the county's governing board on the foreshore, beach strand and barrier dune system; and

WHEREAS, the Board of Commissioners finds as follows:

- a. Approximately 23 mile of Currituck County fronts the Atlantic Ocean. Of those 23 miles, approximately 11 miles are only accessible by four-wheel drive motor vehicles traveling along the ocean beach in an area known as the off-road area of the county.
- b. There are approximately 3,000 platted lots located in the off-road area of the county.
- c. Particularly during late Spring, Summer and early Fall, the off-road area of the county attracts large numbers of motor vehicles and persons recreating on the ocean beach.
- d. Due to the large numbers of motor vehicles traversing the ocean beach, which is the main north-south travel way, and recreating persons interacting with and exposed to heavy motor vehicle traffic, there exists a condition hazardous to the health, safety and welfare of the general public that must and can be addressed, by the reduction of motor vehicle traffic on the ocean beach.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding subsection (n) to Section 10-64 of the Code of Ordinances to read as follows:

(n) Violation of section. Notwithstanding Sec. 10-54 of this code, a violation of this section shall be a civil violation subjecting the offender to a civil penalty in the amount of \$75.00 and shall not constitute a misdemeanor or infraction enforceable under G.S. 14-4.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

ADOPTED this 16th day of May, 2022.

\_\_\_\_\_  
Michael H. Payment, Chairman

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Donald I. McRee, Jr., County Attorney

Date adopted: \_\_\_\_\_

Motion to adopt by Commissioner \_\_\_\_\_

Second by Commissioner \_\_\_\_\_

Vote: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF  
COMMISSIONERS AMENDING SECTION 10-62 OF THE CURRITUCK  
COUNTY CODE OF ORDINANCES TO CLARIFY THE AREA IN WHICH  
MOTOR VEHICLES MAY OPERATE ON THE BEACH AND FORESHORE**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, pursuant to Section 1 of Chapter 875 of the 1985 Session Laws, as amended by S.L. 1998-64 and S.L. 2001-33 the county may by ordinance regulate, restrict, and prohibit the use of dune or beach buggies, jeeps, motorcycles, cars, trucks, or any other form of power-driven vehicle specified by the county's governing board on the foreshore, beach strand and barrier dune system; and

WHEREAS, the Board of Commissioners finds as follows:

- a. Approximately 23 mile of Currituck County fronts the Atlantic Ocean. Of those 23 miles, approximately 11 miles are only accessible by four-wheel drive motor vehicles traveling along the ocean beach in an area known as the off-road area of the county.
- b. There are approximately 3,000 platted lots located in the off-road area of the county.
- c. Particularly during late Spring, Summer and early Fall, the off-road area of the county attracts large numbers of motor vehicles and persons recreating on the ocean beach.
- d. Due to the large numbers of motor vehicles traversing the ocean beach, which is the main north-south travel way, and recreating persons interacting with and exposed to heavy motor vehicle traffic, there exists a condition hazardous to the health, safety and welfare of the general public that must and can be addressed, by the reduction of motor vehicle traffic on the ocean beach.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 10-64 of the Code of Ordinances to read as follows:

**Sec. 10-62. Blocking foreshore.**

(a) No person shall block the foreshore in such a manner that would prohibit vehicular travel along the foreshore. This subsection shall not apply between 9:00 a.m. and 5:00 p.m. from the Friday before Memorial Day to Labor Day in that area one and one-half miles north of the north beach access ramp to Mile Post 17.

(b) All vehicles parked on the beach strand shall be parked in the middle of the beach strand such that vehicular traffic may pass without obstruction adjacent to the dune line and, ~~except between 9:00 a.m. and 5:00 p.m. from the Friday before Memorial Day to Labor Day in the area extending one and one-half miles north of the north beach access ramp to Mile Post 17,~~ adjacent to the water's edge. There shall be no lawn chairs, coolers, fishing lines or any other items blocking the beach strand in any manner that would restrict vehicular movement in a north-south direction along the dune line. There shall be no lawn chairs, coolers, fishing lines or any other items blocking the foreshore in any manner that restricts public safety and emergency response vehicular movement in a north-south direction along the water's edge.

(c) Notwithstanding subsections (a) and (b) of this section, no vehicle shall travel in the area extending one and one-half miles north of the north beach access ramp to Mile Post 17 in a north or south direction between 9:00 a.m. and 5:00 p.m. from the Friday before Memorial Day to Labor Day except in an area bounded on the west by the toe of the dune line and extending eastward to the middle of the beach strand. This section shall not apply to public safety and emergency response motor vehicles.

(d) The parking of any vehicle on the beach strand in an area extending from the north beach access ramp northward for one and one-half miles is prohibited. Violators shall be towed.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

ADOPTED this 16th day of May, 2022.

---

Michael H. Payment, Chairman

1 ATTEST:

2  
3 \_\_\_\_\_  
4 Leeann Walton, Clerk to the Board

5  
6 APPROVED AS TO FORM:

7 \_\_\_\_\_  
8 Donald I. McRee, Jr., County Attorney

9  
10 Date adopted: \_\_\_\_\_

11  
12 Motion to adopt by Commissioner \_\_\_\_\_

13 Second by Commissioner \_\_\_\_\_

14 Vote: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS



Number

20220133

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10640-511000	Telephone & Postage	\$ 2,800	
10640-521100	Equipment Lease		\$ 1,358
10640-545000	Contracted Services		1,442
		<u>\$ 2,800</u>	<u>\$ 2,800</u>

**Explanation:** Cooperative Extension (10640) - Substantial increase in telephone bills (internet) due to additional 911 equipment/services.

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

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220134

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
51848-590200	Tulls Creek Elementary School	\$ 3,500,000	
51390-495042	T F - Transfer Tax Capital Fund		\$ 1,130,600
51390-495041	T F - School Capital Fund		2,369,400
		<u>\$ 3,500,000</u>	<u>\$ 3,500,000</u>

**Explanation:** School Capital Construction (51848) - Increase appropriations for design of Tulls Creek Elementary School.

**Net Budget Effect:** School Capital Construction Fund (51) - Increased by \$3,500,000.

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220135

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10990-587050	T T - County Govt Construction	\$ 450,000	
10460-592000	Courthouse Projects		\$ 450,000
50460-590004	Historic Courthouse Generator 2022	450,000	
50390-495010	T F - Operating Fund		450,000
		<u>\$ 900,000</u>	<u>\$ 900,000</u>

**Explanation:** County Governmental Construction (50460) - Move budgeted funds from Courthouse Projects to the Multi-year Governmental Construction Fund to replace the generator at the Historic Courthouse.

**Net Budget Effect:** Operating Fund (10) - No change.  
County Governmental Construction Fund (50) - No change.

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220136

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10550-516000	Repairs & Maintenance	\$ 4,500	
10550-532000	Supplies	\$ 4,000	
10550-535000	Credit Card Maintenance Fees	\$ 4,000	
10550-545000	Contract Services		\$ 4,500
10550-561000	Professional Services	60	
10550-590000	Capital Outlay		4,060
10350-467100	Aviation Fuel Receipts		4,000
		<u>\$ 12,560</u>	<u>\$ 12,560</u>

**Explanation:** Airport (10550) - Transfer budgeted funds for repairs to Hangar insulation and for supply purchases original anticipated to meet capital threshold, but costs were less than anticipated.

**Net Budget Effect:** Operating Fund (10) - Increased by \$4,000.

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220137

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10530-557100	Software License Fee	\$ 2,000	
10530-590000	Capital Outlay		\$ 2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>

**Explanation:** Emergency Medical Services (10530) - Transfer budgeted funds for increase in software license fee.

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

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220138

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10430-503000	Salaries - Part-time	\$ 2,500	
10430-505000	FICA Expense	\$ 191	
10320-411000	Article 39 Sales Tax		\$ 2,691
		<u>\$ 2,691</u>	<u>\$ 2,691</u>

**Explanation:** Elections (10430) -Increase appropriations for additional costs for May primary elections.

**Net Budget Effect:** Operating Fund (10) - Increased by \$2,691.

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

Number

20220139

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of May 2022, 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>
10330-449900	Miscellaneous Grants		\$ 8,800
10340-450420	Beach Parking Permits		\$ 48,000
10340-453000	Register of Deeds Fees		\$ 500
10350-464795	Rent - Recreation Fields		\$ 500
10410-557100	Software License Fees	\$ 200	
10440-545100	Credit Card Fees	\$ 45,000	
10441-503500	Temporary Services		\$ 102
10445-503500	Temporary Services	\$ 102	
10445-545000	Employee Assistance	\$ 1,300	
10460-532001	Beach Parking Supplies	\$ 3,000	
10480-511000	Telephone & Postage	\$ 500	
10510-557100	Software License Fees	\$ 1,800	
10535-545000	Contract Services	\$ 4,000	
10795-545100	Credit Card Fees	\$ 1,500	
10795-576011	Adult Volleyball	\$ 500	
66868-511010	Data Transmission	\$ 6,000	
66868-506000	Health Insurance		\$ 6,000
67878-553000	Dues & Subscriptions	\$ 20,000	
67878-557100	Software License Fees	\$ 200	
67360-470000	Utility Charges		\$ 20,200
		<u>\$ 84,102</u>	<u>\$ 84,102</u>

**Explanation:** Various Departments - Increase and transfer funds for operations for the remainder of this fiscal year.

**Net Budget Effect:** Operating Fund (10) - Increased by \$57,800.  
 Southern Outer Banks Water Fund (66) - No change.  
 Mainland Sewer Fund (67) - Increased by \$20,200.

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

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

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

Attachment: BudAmends\_May 16\_General Meeting (Budget Amendments)

## COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is design and construction of a new Elementary School that will be located on Tulls Creek Road, Moyock. This initial funding is for design and reimbursable expenses. The construction will be funding through debt that will be on the Local Government Commission agenda in the winter 2023.

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

Tulls Creeks Elementary School	\$ 3,500,000
	<u>\$ 3,500,000</u>

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

Transfer Tax Capital Fund	\$ 1,130,600
School Capital Fund	\$ 2,369,400
	<u>\$ 3,500,000</u>

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

### SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

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

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

### SECTION 6. CONTRACTUAL OBLIGATIONS

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

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.



- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

## **SECTION 7. USE OF BUDGET ORDINANCE**

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

ADOPTED this 16<sup>th</sup> day of May 2022.

---

Michael Payment, Chairman  
Board of Commissioners

ATTEST:

---

Leeann Walton  
Clerk to the Board

## COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is replace the generator located at the Historic Courthouse on Courthouse Road, Currituck, NC.

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

Historic Courthouse Generator 2022	\$ 450,000
	<u>\$ 450,000</u>

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

Operating Fund	\$ 450,000
	<u>\$ 450,000</u>

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

### SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

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

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

### SECTION 6. CONTRACTUAL OBLIGATIONS

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

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and

- materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

## SECTION 7. USE OF BUDGET ORDINANCE

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

ADOPTED this 16<sup>th</sup> day of May 2022.

---

Michael Payment, Chairman  
Board of Commissioners

ATTEST:

---

Leeann Walton  
Clerk to the Board



*From the desk of*  
**Sheriff Matthew W. Beickert**

**Currituck County, North Carolina**

407 Maple Road, Maple, North Carolina 27956

Office: (252) 453-8204 • Fax: (252) 453-2238

[matt.beickert@currituckcountync.gov](mailto:matt.beickert@currituckcountync.gov)

DATE: May 3, 2022

TO: Currituck County Commissioners

RE: Captain Kevin Bray's Retirement

Captain Kevin Bray is retiring from the Currituck County Sheriff's Office effective 6/1/2022. Captain Bray has been with our agency and in good standing since 4/25/2009. Captain Bray issued service weapon is a Glock 45 9M handgun, serial #BSBD944, and he has made the request to purchase his weapon upon retirement.

It has been our policy to allow deputies, upon retirement, the option of purchasing their issued service weapon for the total sum of one dollar (\$1.00).

  
Sheriff Matthew Beickert  
Currituck County Sheriff's Office

Attachment: Captain Bray-Retirement Letter (Resolution-Sheriff Dept-Surplus and Purchase of Duty Weapon)



## **COUNTY OF CURRITUCK**

**WHEREAS**, The Currituck County Board of Commissioners, during its regular meeting held on Monday, May 16, 2022, authorized the following property listed below be declared surplus and disposed of; and

**WHEREAS**, Sheriff Matt Beickert has requested that upon the retirement of Captain Kevin Bray, that his service weapon, a Glock 45 9M handgun, Serial No. BSBD944, be given to him. Mr. Bray has made the request to purchase same upon his retirement.

**ADOPTED** this 16th day of May, 2022.

---

Michael H. Payment, Chairman  
Board of Commissioners

ATTEST:

---

Leeann Walton  
Clerk to the Board



*From the desk of*  
**Sheriff Matthew W. Beickert**

**Currituck County, North Carolina**

407 Maple Road, Maple, North Carolina 27956

Office: (252) 453-8204 • Fax: (252) 453-2238

[matt.beickert@currituckcountync.gov](mailto:matt.beickert@currituckcountync.gov)

DATE: May 10, 2022

TO: Currituck County Commissioners

RE: Sergeant William Davenport's Retirement

Sergeant William Davenport is retiring from the Currituck County Sheriff's Office effective 6/1/2022. Sergeant Davenport has been with our agency and in good standing since 5/23/2013. Sergeant Davenport was also employed with the Currituck County Sheriff's Office dating back to 8/16/1999 and worked with the Department on and off up until he was hired fulltime in 2013. Sergeant Davenport issued service weapon is a Glock 45 9M handgun, serial #BSBD964, and he has made the request to purchase his weapon upon retirement.

It has been our policy to allow deputies, upon retirement, the option of purchasing their issued service weapon for the total sum of one dollar (\$1.00).

A handwritten signature in black ink that reads "Matthew Beickert".  
Sheriff Matthew Beickert  
Currituck County Sheriff's Office

Attachment: Sergeant Davenport-Retirement Letter (Resolution-Sheriff Dept-Surplus and Purchase of Duty Weapon)



## **COUNTY OF CURRITUCK**

**WHEREAS**, The Currituck County Board of Commissioners, during its regular meeting held on Monday, May 16, 2022, authorized the following property listed below be declared surplus and disposed of; and

**WHEREAS**, Sheriff Matt Beickert has requested that upon the retirement of Sergeant William Davenport, that his service weapon, a Glock 45 9M handgun, Serial No. BSBD964, be given to him. Mr. Davenport has made the request to purchase same upon his retirement.

**ADOPTED** this 16th day of May, 2022.

---

Michael H. Payment, Chairman  
Board of Commissioners

ATTEST:

---

Leeann Walton  
Clerk to the Board

# CONTINUATION CERTIFICATE

Western Surety Company

, Surety upon

a certain Bond No. 63665046

dated effective June 1, 2018  
(MONTH-DAY-YEAR)

on behalf of Matthew Beickert  
(PRINCIPAL)

and in favor of County of Currituck  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on June 1, 2022  
(MONTH-DAY-YEAR)

and ending on June 1, 2026  
(MONTH-DAY-YEAR)

Amount of bond \$ 25,000.00

Description of bond Public Official - Sheriff of Currituck County

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on May 12, 2022  
(MONTH-DAY-YEAR)

Western Surety Company

By Elizabeth A. Hartzberg  
Elizabeth A. Hartzberg, Attorney-In-Fact

Attachment: Sheriff Bond-Continuation Cert (Acceptance of Sheriff's Bond)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Elizabeth A. Hartzberg

, Individually

of Pittsburgh, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 63665046

Principal: Matthew Beickert

Obligee: NC - County of Currituck (282 South Indian Town Rd. - Shawboro NC)

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

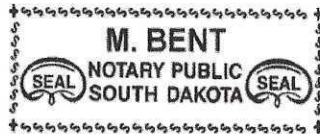
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12 day of May, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



## CURRITUCK COUNTY JOB DESCRIPTION

### **JOB TITLE: PLANNER I - PLANNING & INSPECTIONS DEPARTMENT- DEVELOPMENT SERVICES DEPARTMENT**

#### **GENERAL STATEMENT OF JOB**

Under general supervision, performs technical, administrative, and professional work in assisting with the activities of the County Planning and Community Development Department Development Services Department to ensure the orderly growth and efficient administration of County resources. Work involves review of development plans, subdivision plans, and applications and assists in subdivision plans and development applications processes to ensure compliance with applicable County regulations, ordinances, plans, and policies, explaining and interpreting ordinances as necessary. Specific responsibilities will be specialized by location in the Corolla office or the mainland office. Work also involves filing grant applications and securing grants, researching, compiling, and analyzing data and preparing reports and cases for presentation to present to various Boards of Commissioners boards and other civic agencies. Gathers various census data and compiles reports. Reports to the Planning and Community Development Services Director or their designee.

#### **SPECIFIC DUTIES AND RESPONSIBILITIES ESSENTIAL JOB FUNCTIONS**

Review development application submittals for compliance with zoning, CAMA, FEMA and other land use regulations.

Administer FEMA regulations including verifying flood certification, identifying flood zones; assist in processing Letters of Map Amendment/Revision, educate public on FEAM issues; interpret FEMA codes; assist with CRS program and monitor changes in FEMA regulations and interpretations.

Assist in Rreview of applications for minor subdivisions and major site plans; reviews applications for compliance with various regulations, ordinances, plans, and policies; interprets ordinances for contractors and the general public.

Research, write and present information to the Planning Board, Board of Commissioners, and Board of Adjustment for zoning amendments, variances, appeals, and special use permits as assigned.

Researches deed/tax records to ensure property is compliance with County codes to issue permits.

Administers FEMA regulations including verifying flood certification, identifying flood zones; educates public and staff on FEMA issues; interprets FEMA codes; handles assists with CRS program and monitors changes in FEMA regulations.

Prepares reports for the U.S. Census Bureau and prepares related reports as necessary.

Gathers and compiles a variety of census and development data for use by other County agencies and the general public.

## PLANNER I

~~Researches, writes and presents information to the Board of Adjustment for variances, conditional use permits and appeals.~~

Assists surveyors, engineers and the public with planning and zoning related development issues. Convey land development information to consultants, contractors, property owners, and other public in a clear, professional manner.

Assist senior staff in review of applications for major subdivision and other complex projects; review applications for compliance with various regulations, ordinances, plans and policies,

Conduct site inspections throughout the County for compliance with applicable County codes, zoning, CAMA, FEMA, stormwater regulations and project approvals. ~~inspections on-site throughout the County.~~

Research deeds/tax records for ownership to ensure compliance with County codes during development application review.

~~Researches and writes grant applications for conservation and County development projects.~~

Administer planning related County grant programs and other special programs as needed.

~~Assists surveyors, engineers and the public with planning and zoning related development issues.~~

~~Prepares cases and makes presentations to various boards, including the Board of Commissioners, on related planning matters.~~

Research and write grant applications for applicable county projects and issues, as needed.

Gather and compile a variety of development data and reports for use by other County staff, public agencies and the public as needed.

~~Researches deeds/tax records for ownership to ensure proper compliance with County codes.~~

Performs file maintenance, orders supplies, ~~types~~ compose letters and reports.

### ADDITIONAL JOB FUNCTIONS

Attends frequent meetings during evening or non-typical work hours as required by the Development Services Planning and Community Development Director.

Performs duties as assigned by the County Manager or his designees during a State of Emergency or other disaster.

Performs other related work as required.

### MINIMUM TRAINING AND EXPERIENCE

Bachelor's Degree in planning, geography, or a related field, and one to two years of experience in rural and/or urban planning at the local government level; or any equivalent combination of training, education and experience which provides the required skills, knowledge and abilities.

### SPECIAL REQUIREMENTS

## PLANNER I

Ability to obtain, within three years of employment, a Certified Floodplain Manager Certification or a Certified Zoning Officer designation.

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of machinery and equipment including computers, calculators, copiers, etc. Must be able to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for those for Medium Work.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural, or compositional characteristics (whether similar or divergent from obvious standards) of data, people or things.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments, or directions from supervisor.

**Language Ability:** Requires the ability to read a variety of reports, ordinances, maps, grant regulations, land use plan, invoices, correspondence, permits, etc. Requires the ability to prepare correspondence, reports, grant applications, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

**Intelligence:** Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret a variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including engineering, legal, and mapping terminology.

**Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages; understand and apply the theories of algebra, geometry, descriptive statistics.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability to coordinate hands and eyes rapidly and accurately in using office equipment.

**Manual Dexterity:** Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

## PLANNER I

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via a telephone.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Considerable knowledge of the principles, practices, and objectives of rural and urban and regional planning.

Considerable knowledge of governmental programs, laws, grants and services pertinent to the planning process.

Considerable knowledge of the geographical layout of the County and its socio-economic characteristics.

Considerable knowledge of the environmental and socio-economic implications of the planning process.

General knowledge of the current literature, trends, and developments in the field of urban and rural planning.

~~Considerable knowledge of the geographical layout of the County and its socio-economic characteristics.~~

Skilled in the collection, analysis and presentation of technical data and planning recommendations.

Ability to use ArcMap or other similar GIS software.

Ability to use popular computer aided mapping, drafting, word processing, spreadsheet, and file maintenance programs.

Ability to read and interpret maps, surveys and engineering drawings and plans.

Ability to review subdivision plans, site development plans and related drawings for compliance to applicable local regulations and ordinances.

Ability to effectively express ideas orally and in writing.

Ability to exercise considerable tact and courtesy in frequent verbal and written contacts with county, municipal, state, and federal officials, design professionals, and the ~~general~~ public, especially with conflicting perspectives in a regulatory environment.

Ability to use or learn Munis permitting software, Adobe products, Revu Bluebeam, Microsoft Office, Internet applications, and other computer hardware and software programs.

Strong interpersonal skills to develop good working relationships at various levels and to resolve complaints

Ability to establish and maintain effective working relationships as necessitated by work assignments.

PLANNER I

ED: 05/12/2022 (BOC REV)/

Attachment: PLANNER I May 16 2022 (JD Revision-Planner I)



## **FIRST LEASE MODIFICATION AND EXTENSION AGREEMENT**

THIS 1<sup>st</sup> LEASE MODIFICATION AND EXTENSION AGREEMENT (this “Assignment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF CURRITUCK, NORTH CAROLINA**, (“Landlord”), and **SENTARA ALBEMARLE REGIONAL MEDICAL CENTER, LLC**, a Virginia limited liability company, successor in interest to Sentara Life Care Corporation (“Tenant”).

### **RECITALS**

R-1. Landlord and Tenant are parties to a certain Lease Agreement dated as of October 24, 2011, as modified by that certain Assignment of Lease and Assumption Agreement dated April 5, 2019 (collectively, the “Lease”), pursuant to which Tenant leases from Landlord a certain premises (the “Premises”) that consists of approximately 5,724 rentable square feet of space located at 130 Community Way, in Barco, North Carolina 27917, as more particularly described in the Lease. A copy of the Lease is attached to this Assignment as Exhibit “A”.

R-2. Subject to the terms of this Agreement, Landlord and Tenant desire to modify the Lease as provided herein.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Extension of Term. The Term of this Lease is hereby extended for an additional period of five (5) years beginning May 1, 2022 and expiring on April 30, 2027 (the “Extension Period”). All references in the Lease to the “term” or Term” of the Lease shall include the Extension Period.

2. Base Rent: Base Rent for the Extension Period shall be Forty Thousand Eight Hundred Forty-five and 96/100 Dollars (\$45,845.96) annually (\$3,403.83 monthly) based on \$19.57 per square foot. Beginning May 1, 2023 Base Rent shall be increased annually on each May 1 by an amount equal to the product of (i) the Base Rent in effect for the immediately preceding twelve (12) month period multiplied by three percent (3%).

3. Renewal Term. Provided that Tenant is in occupancy of the Premises and is not then in default under this Lease beyond any applicable cure period, Tenant shall

have the option to renew the Term for a period of five (5) years so long as Tenant provides written notice to Landlord of its intention to renew no less than ninety (90) days prior to the end of this Extension Period. All the terms and conditions of this Lease shall remain in effect during any Renewal Term, including the adjustment of Base Rent as provided under Section 5(b) of the Lease.

4. Tenant's Notice Address. Section 1 of the Lease is hereby modified to read "Sentara Albemarle Regional Medical Center, c/o Sentara Healthcare, 835 Glenrock Road, Suite 170, Norfolk, VA 23502, Attn: Director, Commercial Real Estate. With a copy to Sentara General Counsel, 6015 Poplar Hall Avenue, Norfolk, VA 23502."

5. Upfitting. The first three paragraphs of Section 4 of the Lease are hereby deleted in their entirety.

6. Miscellaneous. Except as expressly amended and extended in this Agreement, the Lease will remain in full force and effect. Any defined terms not defined in the Agreement shall have the same definition and meaning as set forth in the Lease, as applicable. In the event of a conflict between the terms, conditions and provisions of the Lease and this Agreement, the terms, conditions and provisions of this Agreement shall prevail.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed a part of an original and all of which together shall constitute one (1) agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to form one (1) document. For purposes of determining enforceability of this Agreement, facsimile signatures shall be deemed originals.

*[Signature page follows]*



WITNESS the following signatures and seals:

LANDLORD: THE COUNTY OF CURRITUCK, NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)

Name:

Title:

TENANT: SENTARA ALBEMARLE REGIONAL MEDICAL  
CENTER, LLC, a Virginia Limited Liability Company

By:  \_\_\_\_\_ (SEAL)

Name: Phillip E. Jackson

Title: President

EXHIBIT “A”

THE LEASE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE AGREEMENT") is made and entered into this 24 day of October 2011, by and between the County of Currituck, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "County") and Sentara Life Care Corporation, a not for profit 501 (c)(3) tax exempt organization, ( "Sentara").

1. **Certain Definitions.** The following definitions and specifications shall apply in this Lease Agreement:

(a) **Sentara's Notice Address:**

Sentara Life Care Corporation  
Attn: Vice-President/Division Executive  
251 South Newtown Road  
Norfolk, VA 23502

Copy to:

Sentara Healthcare  
Attn: Director, Corporate Real Estate  
835 Glenrock Road, Suite 270  
Norfolk, VA 23502  
Fax: (757) 252-3101

- (b) **Building:** The structure located at 130 Community Way, Barco, North Carolina 27917 such structure may hereafter be expanded, renovated or improved, together with any other rentable separate or connected structure that may hereafter be constructed on the land described on Exhibit A-1.
- (c) **Demised Premises:** The area of the Building as outlined on the floor plan attached hereto as Exhibit A-2 and by reference made a part hereof, all improvements constructed or hereinafter to be constructed therein, and appurtenant interests in common areas of the Building.
- (d) **Rentable Floor Area of Demised Premises is Deemed to be:** Room No. 122 of the Building consisting of 2,087 square feet as shown on attached Exhibit A-2.
- (e) **Term:** Five (5) years plus any initial partial calendar month beginning with the Rental Commencement Date.
- (f) **Base Year Annual Rent:** \$15.00 per rentable square foot, equaling \$31,305.00 per year, prorated as provided herein.

- (g) Monthly Rent: \$2,608.75 per month.
  - (h) Rental Commencement Date: The date a County Certificate of Occupancy is issued for the Demised Premises. Notwithstanding the foregoing, the Rental Commencement Date shall be delayed until that date on which Sentara has received notification and authorization for payment from Medicare.
  - (i) Lease Year Anniversary: The annual anniversary of the Rental Commencement Date during the Term.
  - (j) Use: Sentara may use the Demised Premises for purposes related to the practice of medicine and delivery of medical services, but for none other without County's prior written consent, but in no event shall Sentara make use of the property which is in violation of any lawful governmental laws, rules or regulation insofar as they might relate to Sentara's use and occupancy of the premises, nor may Sentara make any use of the premises not permitted by any restrictive covenants which apply to the Demised Premises, or which is or might constitute a nuisance or trespass, or which increases the fire insurance premiums (or makes such insurance unavailable to County) on the Building.
  - (k) Renewal Option: One five (5) year renewal option based on the increases set forth in the lease after initial term
2. Lease of Premises. County, in consideration of the covenants and agreements to be performed by Sentara, and upon the terms and conditions hereinafter stated, does hereby rent and lease to Sentara, and Sentara does hereby rent and lease from County, the Demised Premises, which includes use of the common areas of the Building in common with other tenants of the Building.
  3. Term. The Term shall commence on the Rental Commencement Date and, unless sooner terminated as provided in this Lease Agreement, shall end on the expiration of the period designated in Article 1(e) above. Provided Sentara is not then in default beyond any applicable cure period and has continuously operated in good faith throughout the initial Term of this Lease, Sentara shall have the option to extend the Term for one (1) additional period of five (5) years. Said option shall be exercised, if at all, by written notice to County at least ninety (90) days prior to expiration of the initial Term. All terms and conditions contained herein shall apply during the option period.
  4. Upfitting. County shall construct and install in the Demised Premises the improvements described on the attached Exhibit B-(1) which shall include the design, construction and installation of any and all equipment, cabinetry and alternates listed in scope of work and appurtenances thereto. County shall bear the costs of such Sentara Improvements up to but not in excess of an allowance of \$90,000.00. Sentara shall bear all costs in excess of such allowance. Such excess shall be paid

within ten (10) business days from Sentara's receipt of a detailed invoice for such amount. County and Sentara shall approve all costs and change orders related to the Sentara Improvements in writing. In the event of a default or breach of this Lease by Sentara which is not cured during the applicable cure period, the unamortized amount of such Sentara upfit allowance paid by County as of the date of such breach shall be paid to County as additional rent except in the event that County terminates possession of the Premises and Sentara is responsible for payment of the difference between the rent provided herein and the rent to be paid pursuant to a lease entered into by County and a replacement tenant as provided in Section 18 below.

County and Sentara agree that the County shall enter into a contract with Sussex Development Corporation for construction of the Sentara Improvements. County shall provide Sentara a copy of the Construction Contract to review and approve prior to executing the same. Sentara shall be responsible for the costs of completion of any work in addition to that listed on Ex. B(1) so long as Sentara has requested in writing that County complete such work. Upon completion of the work described on Ex. B(1), County shall deliver Sentara a lien affidavit for such work and shall assign Sentara rights to all warranties with respect to the improvements described on Ex. B(1).

The Premises above described shall be constructed as set forth in the Sentara Construction Guidelines attached as Exhibit C. If construction of the Premises is not completed prior to the date set out in Section 1(h), the beginning date of the term shall be deferred until said construction by County of the Premises is completed. County acknowledges that Sentara will incur substantial damages if the construction to be performed by County or the upfit to be performed by County's contractor is not complete in sufficient time for Sentara to occupy the Premises before January 1, 2012. If the Premises are not ready for occupancy by Sentara on or before January 1, 2012, Sentara may terminate this Lease by written notice to County. In the event that Sentara elects not to terminate the Lease due to the delay, County agrees that Sentara shall not be required to occupy the Premises or pay rent hereunder until March 1, 2012.

County, without liability of any kind to Sentara, at any time or times may, at its election and without the consent or approval of Sentara, construct additional improvements to the Building, including improvements adjoining the Premises, and change, alter, remodel, or remove any of the improvements of the Building, other than those on the Premises, so long as access to the Premises isn't obstructed. County, without liability of any kind to Sentara, at any time or times, may also install or emplace in or through the Premises wiring, piping, ducts, or conduits for service of the Premises or other parts of the Building so long as such installations or emplacements do not impair Sentara's ability to use the Demised Premises.

5. Rent.

(a) Sentara shall pay to County as rent, in legal tender of the United States, in the manner hereinafter provided, Annual Rent specified in Article 1(f) above, which shall be payable in equal monthly installments of one-twelfth of the Annual Rent in advance on the first day of every calendar month from and after the Rental Commencement Date and throughout the remainder of the Lease Term. A prorated monthly installment shall be paid in advance for any fraction of a month if the Rental Commencement Date shall occur on any day other than the first day of a calendar month or the Term shall be terminated or shall expire on any day other than the last day of any month.

(b) The Annual Rent Shall be adjusted at the commencement of the second year of the Term, and again at each Lease Year Anniversary thereafter. The adjusted annual Rent shall be determined by increasing the adjusted Annual Rent for the full lease year just completed by three percent (3.0%).

(c) All payments of rent and other payments to be made to the County shall be made on a timely basis, with timeliness determined by the date of receipt at 153 Courthouse Road, Suite 101, Currituck, NC 27929 or at such other place as County may designate from time to time in writing.

6. Services to be Provided by County. Annual Rent, as it may be adjusted from year to year, is expected to cover Sentara's share of the Operating Expenses as provided by the County, and with respect to County's maintenance obligations, labor, materials, supplies, equipment and tools, permits, licenses, inspection and management fees, utilities and cleaning service. (a) Heating and Air Conditioning: The County shall provide or, at no cost to Sentara, shall arrange for the provision of air conditioning on a year-round basis throughout the Building and common areas (as appropriate). The equipment shall maintain a uniform indoor temperature of 74 degrees +/- 2 degrees in summer months and 70 degrees +/- 2 degrees in the winter. All systems shall conform to local and national codes. (b) Subject to curtailment by governmental laws, rules, or regulations, County will provide or will arrange for the Premises such heating apparatus and air conditioning apparatus as may be required to reasonably heat and air condition the Premises during the following periods: On Monday through Friday: From 7:00 a.m. to 10:00 p.m., and on Saturday and Sunday: From 7:00 a.m. to 9:00 p.m. ("Standard Work Week"). Sentara shall not install equipment with unusual demands for any of the foregoing without County's prior written consent, which County may withhold if it determines in its sole opinion such equipment may not be safely used in the Demised Premises or that electrical service is not adequate therefore. So long as County acts reasonably and in good faith, there shall be no abatement or reduction of rent by reason of any of the foregoing services not being continuously provided to Sentara, nor shall any interruption of service constitute either constructive or partial eviction, provided however, if any utility is not available for a period exceeding 72 hours, Sentara shall have the right to terminate this Lease or receive "free rent" for that period that utilities are not provided beyond 72 hours.



County shall not be liable to Sentara for any damage caused to Sentara and its property due to the Premises or any part or appurtenances thereof being or becoming out of repair, or arising from the leaking of gas, water, sewer, or steam pipes, or from electricity providing that causes of said damage are not directly under the care, custody or control of County, its employees or agents or included within County's maintenance obligations. Sentara shall report immediately to County any defective condition in or about the Demised Premises known to Sentara.

(c) County shall supply or will arrange for supply of sufficient electricity to operate all of Sentara's equipment that is customarily utilized in the normal course of its business as well as computers, calculating machines, photocopying machines and other machines. If any electrical equipment requires air conditioning or venting in excess of Building standard, upon the County's written consent allowing such equipment, the same shall be installed at Sentara's expense and Sentara shall pay all operating cost relating thereto.

(d) County shall supply or arrange for supply of hot and cold water from the regular buildings outlets for lavatory and restrooms for drinking purposes. County shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service furnished under this Lease to Sentara or the Premises, and no such failure or interruption shall entitle Sentara to rent abatement or to terminate this lease unless such off set is provided for elsewhere in the lease.

7. Services to be Provided by Sentara. Sentara shall pay for all its own services which it requires for its purposes, other than those to be provided by County under Article 6 above. County shall have no responsibility for continuation or quality of utilities service or of any other service other than those to be provided by County under Article 6 above.
8. Moving of Heavy Objects and Use of Premises For Storage. Sentara shall be liable for the cost of any damage to the Premises or the Building which shall result from the movement of heavy objects in or to or from the Demised Premises. Sentara shall not unduly overload the floor or any part of the Premises and any heavy object stored or used therein shall be stored and placed only at such place or locations as County, if it so elects, shall designate in writing. Without limiting the generality of the foregoing, any live load upon the first floor of the Premises which exceeds one hundred fifty (150) pounds per square foot shall be conclusively considered overloading the floor of the Premises. Any live load upon the Second floor which exceed eighty pounds per square foot shall be conclusively considered overloading the floor.
9. Late Charges. Any rent or other amounts payable to County under this Lease Agreement, if not paid by the fifth day of the month for which such rent is due, or by the due date specified on any invoices from County for any other amounts payable hereunder, shall incur a late charge of five percent (5%) of the amount of payment due. This amount shall be payable to County as compensation for its administrative expense in processing such delinquent payment. In addition, any amount past due

shall accrue interest at the rate of one and one-half percent (1.5%) per month from and after the due date for such payment until paid in full, which amount shall in no event be less than Fifty Dollars (\$50.00). In no event shall the rate of interest payable on any late payment exceed the legal limits for such interest enforceable under applicable law.

10. Use. Sentara shall have the right to use and occupy the Demised Premises for the purpose described in Article 1(j) hereof. In addition, the Demised Premises shall be used only in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities. Sentara agrees not to disturb other tenants in the Building. If Sentara continues to disturb other tenants in the Building after County gives Sentara written notice of such disturbance and requests Sentara to cease from such disturbance, and if Sentara does not cease from such disturbance immediately effective upon receipt of such notice from County, then Sentara will be in default, and the County has the option of terminating Sentara's Lease immediately whereupon Sentara shall vacate Premises immediately upon County's written notice. County may determine in County's reasonable discretion if Sentara's activities constitute a disturbance under this lease. In such a case, Sentara would have no obligation to reimburse County for any unamortized tenant improvements.
11. Maintenance by County. County shall maintain the roof, foundation, exterior wall, and common areas of the Building, together with the Building's plumbing, sewer, heating, air conditioning, ventilation, electrical, wiring and mechanical systems. County is also responsible for maintenance of all parking lots serving the Building and for snow and ice removal from the parking lots and all sidewalks. Sentara will only be responsible for its pro rata share of Common Area repairs, maintenance, etc. Sentara agrees that it shall promptly notify County of need for any such maintenance and repairs. Notwithstanding anything in the Lease to the contrary, Sentara shall be solely responsible for all repairs, maintenance and replacement of the Demised Premises, Building and Common Areas, occasioned by the gross negligence or willful misconduct of Sentara, its servants, agents or employees to the extent not paid to County or County's lender under the terms of any fine, extended coverage, public liability or other insurance. If any repairs are required because of the gross negligent treatment or willful misconduct by Sentara, its agents, or, employees, then County may at its option (i) perform the repairs and charge the cost of such repairs to Sentara, or (ii) require Sentara to promptly perform such repairs.
12. County's Alterations and Improvements. County reserves the right at any time and from time to time (a) to permit changes or revisions in the Building, and Building common areas, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the walkways, driveways, parking areas and other common areas and (b) to permit the building of additional stories on the Building and to add buildings, structure or improvements to the parcel of land on which the Building is located. County further reserves the right to install, maintain, use, repair and replace pipes, cables, duct work, conduits, utility lines and wires through hung ceiling space and column space within the Demised Premises. County



agrees that it shall use reasonable efforts under the circumstances to minimize interference with the Sentara's business operations in the Demised Premises.

13. Repairs and Alterations by Sentara. Sentara covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good clean condition, reasonable wear and tear and damage by fire or other casualty excepted. Sentara shall make no alterations in, or additions to, the Demised Premises without first obtaining in writing, County's consent for such alterations or additions which consent shall not be unreasonably withheld. County agrees that painting, wall papering, & carpet replacement costing less than \$20,000 will not constitute renovations and shall not require County's approval. All such alterations or additions shall be at the sole cost and expense of Sentara and shall become part of the Demised Premises and shall be the property of the County, with the exception of those items of equipment and other additions to be made by Sentara listed on the attached Exhibit C, which shall not become part of the Demised Premises and shall remain the property of the Sentara.
  
14. County's Right of Entry. County shall retain duplicate keys to all doors of the Demised Premises and County and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours upon notice to inspect and examine same, to make repairs, additions, alterations and improvements, to exhibit the Demised Premises during the last six (6) months of the Lease Term to prospective tenants, and to inspect the Demised Premises to ascertain that Sentara is complying with all of its covenants and obligations hereunder; provided, however, that County shall, except in case of emergency, afford Sentara such prior written notification of an entry to the Demised Premises as shall be reasonably predictable under the circumstances, and the exercise of any right under this Article which does not interfere with the Sentara's business operations in the Demised Premises. During such time as any emergency work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Sentara waives any claim or cause of action against County for damages by reason of interruption of Sentara's business or loss of profits therefrom because of the prosecution of any such work or any part thereof. When emergency work prevents Sentara from conducting business within the Demised Premises, County will deduct the appropriate rent equal to days Sentara was not able to conduct business. If Sentara is not able to resume business within the Demised Premises within 60 days, Sentara shall have the right to terminate this agreement with written notice and neither party shall have any further financial obligations to the other.
  
15. Insurance.
  - (a) County shall carry at its sole expense and during the Term fire and extended coverage insurance insuring County's interest in the Building and the improvements thereto, such insurance coverage to be in an amount equal to the full replacement value of the Building and improvements thereto, as such may increase from time to time.

(b) Sentara shall carry during the Term one or more policies of insurance, insuring Sentara, County and any other person reasonably designated by County against any and all liability for injury to, or death of, a person or persons, or for damage to property as follows:

- (i) general liability coverage insuring Sentara, County and any other person reasonably designated by County against any and all liability for injury to or death of a person or persons or for damage to property occasioned by or arising out of construction work on the Demised Premises by a contractor hired by it, or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of its agents, contractors, employees, guests, or licensees in the Demised Premises, such policy or its policies to have combined single limit of not less than \$1,000,000.00; and
- (ii) umbrella liability coverage insuring Sentara, County, and any other person reasonably designated by County, which policy shall not be in the amount of less than \$1,000,000.00, with such coverage to be secondary to the coverage afforded by the general liability policy or policies referred to in subsection (i) above.

(c) All insurance policies procured and maintained by each party pursuant to this Article shall name the other party and any additional parties designated by the other party as additional insureds shall be carried with companies licensed to do business in the State of North Carolina reasonably satisfactory to the other party. Such duly executed certificates of insurance with respect thereto, shall be delivered to the other party prior to the Rental Commencement date, and shall be delivered to the other party prior to the expiration of each respective policy term.

(d) Sentara shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon, or about the Premises which contravenes County's insurance policies or which shall prevent County from securing any policies in companies acceptable to County or which shall cause an increase in the rate payable by County from that existing at the beginning of the term hereof. If, however, during the term hereof, as a result of any act or neglect of Sentara, its invitees, agents, employees, or representatives, the rates for any of County's insurance increases over the rate existing at the beginning of the term, in addition to all other remedies County may have hereunder, Sentara, on demand, shall pay to County, as an additional charge, a sum equal to the increase in the cost of such insurance. Sentara shall have no interest in or claim to any portion of the proceeds of any insurance maintained by County hereunder. Sentara shall promptly notify County, in writing, of damage to the Premises, however arising, including damage as a result of fire, casualty, or accident.

- (e) The parties hereto agree to use their best efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried pursuant to this Section 15 endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive prior to a loss any or all right of recovery against any party for loss occurring to the property described herein". Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.
16. Nonliability of County. County and or its agents shall not be responsible or liable to Sentara for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Building adjacent to or connected with the Demised Premises hereby leased or any other part of the Building or any persons transacting any business in the Building or present in the Building for any purpose, or for any loss or damage resulting to Sentara or its property from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure of or defect in any electric line, circuit, or facility unless due to the acts or omissions of County, its agents, employees or representatives or the failure of County to fulfill its obligation under this Lease. In addition, County shall not be liable for any property stolen or taken from the Premises by any person or persons, except any agent, servant, or employee of County.
17. Default.
- (a) The following events shall be deemed to be events of default by Sentara under this Lease Agreement: if (i) Sentara shall fail to pay within 5 days of when due, any installment of rent or any other charge or assessment against Sentara pursuant to the terms hereof, and shall fail to cure sure nonpayment within ten (10) days after written notice of such default shall have been given to Sentara; provided, however, that if Sentara shall default in the payment of any installment of rent or any other charge or assessment against Sentara pursuant to the terms hereof and any such default shall be repeated more than twice during any period of twelve months, notwithstanding that such default shall have been cured within the period after notice as above provided, any further similar default shall be deemed to be deliberate and the County thereafter may pursue its remedies for default under this Article without affording to the Sentara an opportunity to cure such default; (ii) Sentara shall fail to comply in any material respect with any term, provision, covenant or warranty by Sentara under this Lease Agreement, other than the payment of the rent or any other charge or assessment payable by Sentara, and shall not cure such failure within thirty (30) days after written notice thereof to Sentara, unless such matter cannot reasonably be cured within thirty (30) days, in which event Sentara shall not be in default so long as Sentara undertakes such cure within thirty (30) days and completes such cure in a timely and diligent manner thereafter; (iii) Sentara or any guarantor of this Lease Agreement shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (iv) Sentara or any guarantor of this Lease Agreement shall file a petition under the federal Bankruptcy Code, as amended, or under any similar

law or statute of the United States or any State thereof, or shall be filed against Sentara or any guarantor of this Lease Agreement a petition in bankruptcy or insolvency or similar proceeding that is not dismissed within ninety (90) days, or Sentara or any guarantor shall be adjudged bankrupt or insolvent in proceedings filed against Sentara or any such guarantor; (v) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Sentara or of any guarantor of this Lease Agreement; (vi) Sentara shall abandon or vacate all or any portion of the Demised Premises, provided however that so long as Sentara is current in its payment of rent, there shall be no abandonment of the Demised Premises. Sentara's failure to take possession thereof as provided in this Lease Agreement; or (vii) Sentara shall do or permit to be done anything which creates a lien upon the Demised Premises that is not released or bonded off within thirty (30) days after Sentara receives notice thereof; (viii) Sentara does not comply with all of the rules and regulations in whole set forth in this Lease and as may be amended by County.

Upon the occurrence of any of the aforesaid events of default, County shall have the option to pursue any one or more of the following remedies upon notice to the Sentara: (i) terminate this Lease Agreement, in which event Sentara shall immediately surrender the Demised Premises to County and if Sentara fails to do so, County may without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Sentara and any other person who may be occupying said Demised Premises or any part thereof, without being liable for prosecution or any claim of damages therefore with respect to any reasonable action taken by County; Sentara hereby agreeing to pay County on demand an amount equal to together with the County's reasonable expenses, including without limitation, reasonable attorneys' fees, at hourly rates customarily charged, that the County may incur in terminating this Lease Agreement and recovering the amounts due under this clause; (ii) enter upon and take possession of the Demised Premises and expel or remove Sentara and any other person who may be occupying said Demised Premises or any part thereof, without being liable for prosecution or any claim of damages therefore with respect to any reasonable action taken by County, and, if County so elects, make such alterations, redecoration and repairs as, in County's reasonable judgment, may be necessary to relet the Demised Premises, and relet the Demised Premises on such terms as County may reasonably deem advisable, without advertisement, and by private negotiations, and receive the rent therefore, Sentara hereby agreeing to pay to County the Deficiency, if any, between all rent reserved hereunder and the rent obtained by County upon re-letting, if any, for each month of the period that otherwise would have constituted the balance of the Term hereunder; and Sentara hereby agrees to pay such deficiency in monthly installments on the rent due dates specified in this Lease Agreement, and any suit or proceeding brought to collect the deficiency for any month, either during the Term or after any termination thereof, shall not prejudice or preclude in any way the rights of the County to collect the deficiency for any subsequent month by a similar suit or proceeding; and Sentara shall be liable for County's reasonable expenses in restoring the Demised Premises and all reasonable costs incident to such re-letting, including broker's commissions; or (iii) enter upon the Demised Premises by force if necessary,



without being liable for prosecution or any claim of damages for any reasonable actions taken by County, and do whatever Sentara is obligated to do under the terms of this Lease Agreement; and Sentara agrees to reimburse County on demand for any reasonable expenses including, reasonable attorneys' fees at hourly rates customarily charged which County may incur in thus effecting compliance with Sentara's obligations under this Lease Agreement and Sentara further agrees that County shall not be liable for any damages resulting to Sentara from such reasonable action, whether caused by negligence of County or otherwise, unless caused by the gross negligence or willful wanton misconduct of County.

(b) Pursuit of any of the foregoing remedies by County shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy, or a forfeiture or wavier of any rent or other charges and assessments payable by Sentara and due to County hereunder or of any damages accruing to County by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No action taken by or on behalf of County shall be construed to be an acceptance of surrender of this Lease Agreement other than express written statement to such effect signed by County. Forbearance by County to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which County may suffer by reason of termination of this Lease Agreement or the deficiency arising by reason of any reletting of the Demised Premises by County as above provided, allowance shall be made for the reasonable expense of repossession. Sentara further agrees that County may obtain an order for summary ejection from any court of competent jurisdiction without prejudice to County's rights to otherwise collect Rent from Sentara. All rights and remedies of County are cumulative, and the exercise of any one shall not be an election excluding County at any other time from exercise of a different or inconsistent remedy. No exercise by County of any right or remedy granted herein shall constitute or effect a termination of this Lease unless County shall so elect by written notice delivered to Sentara. No waiver by County or any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time, and acceptance of rent by County, even with knowledge of a default by Sentara, shall not constitute a waiver of such default.

18. Waiver of Breach; Cumulative Rights. No waiver by either party of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but restrictive of, or in lieu of those conferred by law.

19. Assignment – Sublease. Sentara may not encumber this Lease, and may not assign this Lease, sublet any part or all of the Demised Premises other than to an affiliate of Sentara without the written consent of County first had and obtained, which County may not unreasonably withhold or delay. Any assignment or sublease to which County may consent (one consent not being any basis to contend that County should consent to a further change) shall not relieve Sentara of its obligations hereunder. In no event shall this Lease be assignable by operation of any law, and Sentara's rights hereunder may not become, and shall not be listed by Sentara as an asset under any bankruptcy, insolvency or reorganization proceedings. Sentara is not, may not become, and shall never represent itself to be an agent of County, and Sentara expressly recognizes that County's title is paramount, and that it can do nothing to affect or impair County's title.

20. Destruction.

(a) If the Demised Premises are damaged by fire or other casualty, County shall use its best efforts to have the same repaired or rebuilt as speedily as practical under the circumstances, unless this Lease Agreement is terminated as provided in subparagraph (b) of this section, and during the period required for restoration, a just and proportionate part of rent and all other charges reserved hereunder shall be abated until the Demised Premises are repaired or rebuilt.

(b) If the Demised Premises are (i) damaged to such an extent that repairs cannot reasonably be completed within one hundred twenty (120) days after the date of after the casualty or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last six (6) months of the Lease Term and Sentara does not exercise any option to renew this Lease for a succeeding term, then and in any such event County or Sentara may at either party's option terminate this Lease Agreement by notice in writing to the other party within sixty (60) days after the date of such occurrence. Unless County or Sentara elects to terminate this Lease Agreement as hereinabove provided, this Lease Agreement will remain in full force and effect and County shall repair such damage at its expense as expeditiously as possible under the circumstances.

(c) If the County should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, such obligation shall be limited to the original Demised Premises. If the cost of performing such repairs exceeds the actual proceeds of insurance paid or payable to County (or that would have been payable had County maintained the coverage under Article 15 of this Lease) on account of such casualty, County may terminate this Lease Agreement unless Sentara, within fifteen (15) days after demand therefore, deposits with County a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose.

(d) In no event shall County be liable for any loss damage sustained by Sentara by reason of casualties mentioned hereinabove or any other accidental casualty not caused by negligent act or omission of County.

(e) If County should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, and such repair or rebuilding is not substantially completed with one hundred eighty (180) days after the date of the casualty, the Sentara may elect terminate this Lease Agreement by notice in writing to the other party within fifteen (15) days after the date of such occurrence.

21. Removal of Fixtures, Equipment and Effects. Sentara shall, upon expiration or termination of the Lease Term or any renewal thereof, remove all personalty, trade fixtures and equipment which it has placed upon the Demised Premises, and Sentara shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear, damage by fire or other casualty and repairs the County is required to make hereunder, excepted. If Sentara shall fail or refuse to remove all of Sentara's effects, personalty, trade fixtures and equipment from the Demised Premises within 5 days of the expiration or termination of this Lease Agreement for any cause whatsoever, County may, at its option, remove the same in any reasonable manner that County shall choose and store said effects, equipment and personalty without liability for any loss or damage thereto, and the County shall provide the Sentara with written notification of the location of such property. Sentara shall pay County on demand any and all reasonable expenses incurred by County in such removal and storage, including, without limitation, court costs, reasonable attorney's fees at hourly rates customarily charged, and storage charges. County, at its option, may deem such stored property of the Sentara to be abandoned if, after thirty (30) days written notice to Sentara by County, Sentara has failed to retrieve the same, and County in such case may thereafter proceed, without notice, to sell said effects, equipment and personalty or any part thereof at public or private sale and without legal process for such price as County may obtain, and apply the proceeds of such sale to any amounts due under this Lease Agreement from Sentara to County after first paying the expense incident to the removal, storage and sale of said effects, equipment and personalty. The covenants and conditions of this Article shall survive any expiration or termination of this Lease Agreement.
22. Time. Time is of the essence of this Lease Agreement, and whenever a certain day is stated for payment or performance of any obligation of Sentara or County, the same enters into and becomes a part of the consideration hereof.
23. Subordination, Attornment and Nondisturbance. (a) Sentara agrees that this Lease Agreement shall be subordinate (or superior, if required by County or County's mortgagee) to any mortgage, deed of trust or other security instrument now or hereafter encumbering the Demised Premises or any component thereof, and to all advances made or hereafter to be made upon the security thereof so long as the mortgagee and any other necessary parties shall agree in writing reasonably satisfactory to the Sentara that the Sentara's permitted use of the Demised Premises

and its other rights and remedies under this Lease Agreement will not be disturbed so long as the Sentara is not in default hereunder beyond any applicable cure period. The terms of this provision shall be self-operative and no further instrument of subordination shall be required.

24. Quiet Enjoyment. If Sentara promptly and punctually complies with each of its obligations hereunder within any applicable cure period, it shall peacefully have and enjoy the possession of the Demised Premises during the Term of this Lease.
25. Memorandum of Lease. Upon request by either party, with the requesting party bearing the expense, County and Sentara agree to execute a memorandum of this Lease containing the information required by the laws of North Carolina for recordation in the office of Register of Deeds of Currituck County, North Carolina. Neither party shall record this Lease without the prior written consent of the other party.
26. Holding Over. If Sentara remains in possession after expiration or termination of the Lease Term without County's written consent, Sentara shall become a month-to-month tenant, and there shall be no renewal of this Lease Agreement by operation of law. During the period of any such holding over, all provisions of this Lease Agreement shall be and remain in effect except that the monthly rent shall be 103% of the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease Agreement shall not be construed as County's consent for Sentara to hold over.
27. Surrender of Premises. Upon the expiration or other termination of this Lease Agreement, Sentara shall quit and surrender to County the Demised Premises, broom clean, in the same condition as at the Rental Commencement Date, reasonable wear and tear, damage by fire or other casualty and omitted repairs of the County only excepted, and Sentara upon written notice from County shall remove all of its personal property from the Demised Premises. Sentara's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement. Any personal property of the Sentara which shall remain in the Premises after the expiration or termination of the term or the Sentara's right of possession shall be deemed to have been abandoned by the Sentara and may be retained by the County as its property or disposed of in such manner as County may see fit; any proceeds from the sale thereof shall belong to the County.
28. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the third day after the date deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to County or Sentara at their respective address set forth hereinabove or at such other address as either party shall have theretofore given to the other by notice as herein provided or upon receipt if hand-delivered to such address.



29. Damage or Theft of Personal Property. All personal property brought into Demised Premises by Sentara, or Sentara's employees or business visitors, shall be at the risk of Sentara only, and County shall not be liable for theft thereof, or any damage thereto, occasioned by any act of co-tenants, occupants, invitees or other users of the Building.

30. Eminent Domain. (a) If title to any part of the Demised Premises or access thereto is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain, such that reasonable amount of reconstruction thereof will not result in the Demised Premises being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Lease Agreement shall terminate on the date that the condemning Sentara actually takes possession of the part so condemned or purchased.

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Sentara shall have no claim against County or against the condemning Sentara for the value of any leasehold estate or for the value of the unexpired Lease Term provided that the foregoing shall not preclude any claim that Sentara may have against the condemning Sentara for the unamortized cost of leasehold improvements, to the extent the same were installed at Sentara's expense, or for loss of business, moving expenses or other consequential damages in accordance with Subparagraph (d) below.

(c) If there is a partial taking of the Demised Premises, or access thereto, and this Lease Agreement is not thereupon terminated under the provisions of this Article, then this Lease Agreement shall remain in full force and effect, and County shall, within a reasonable time thereafter and at County's sole cost and expense, to repair or reconstruct the remaining portion of the Demised Premises or access to it to the extent necessary to make the same a complete architectural unit; provided that in complying with its obligations hereunder County shall not be required to expend more than the net proceeds of the condemnation award, which are paid to County, and provided further that there shall be an abatement of the rent and all other charges reserved hereunder during any period in which the Demised Premises shall be rendered untenable as a result of such partial taking. Sentara may terminate this Lease by written notice to County in the event that such repair or reconstruction work is not completed within one hundred eighty (180) days of the taking date.

(d) All compensation awarded or paid to County upon a total or partial taking of the Demised Premises for County's interest therein shall belong to and be the property of County without any participation by Sentara. Nothing herein shall be construed to preclude Sentara from prosecuting any claim directly against the condemning Sentara for loss of business, for damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Sentara, and for the unamortized cost of leasehold improvements to the extent same were installed at Sentara's expense, provided, however, that no such claim shall diminish or adversely affect County's award.

31. Parties. The term "County" as used in this Lease Agreement, shall include County and its assigns and successors in title to the Demised Premises or this Lease. The term "Sentara" shall include Sentara and its successors, and shall also include Sentara's assignees and subtenants, if this Lease Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof. In addition, County and Sentara covenant and agree that County's right to transfer or assign County's interest in and to the Demised Premises, or any part or parts thereof, shall, subject to other provisions of this Lease, be unrestricted, and that in the event of any such transfer or assignment by County which includes the Demised Premises, County's obligations to Sentara hereunder shall cease and terminate for any obligations arising thereafter.

32. Force Majeure. Except as expressly provided herein, in the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond party's control (collectively "force majeure") resulting in County's inability to supply the services or perform the other obligations required of County hereunder, this Lease Agreement shall not terminate and Sentara's obligation to pay rent and all other charges and sums due and payable by Sentara shall not be affected or excused except as otherwise provided in this Lease and County shall not be considered to be in default under this Lease Agreement. If, as a result of force majeure, Sentara is delayed in performing any of its obligations under this Lease Agreement, other than Sentara's obligation to take possession of the Demised Premises on or before Rental Commencement Date and to pay rent and all other charges and sums payable by Sentara hereunder, Sentara's performance shall be excused for a period equal to such delay and Sentara shall not during such period be considered to be in default under this Lease Agreement with respect to the obligation, performance of which has thus been delayed.

33. Indemnification. (a) To the extent authorized by law, Sentara hereby indemnifies County, its agents and employees from, and agrees to hold County, its agents and employees harmless against any and all liability, loss, cost, damage or expense, including all reasonable attorney's fees at hourly rates customarily charged and other reasonable expenses incurred by the County in defense of any claim in connection with the Demised Premises and involving damage or injury to County or County's successors or assigns, the Demised Premises, or any other party or parties, person or persons, if due to the gross negligence of the Sentara, or any of its employees, servants, agents or representatives, or otherwise occurring in connection with any default of the Sentara hereunder, if such claim is not also due to the breach, fault or neglect of County. The provisions of this Article shall survive any termination of this Lease Agreement.

(b) To the extent authorized by law, County hereby indemnifies Sentara, its agents and employees from, and agrees to hold Sentara, its agents and employees harmless against any and all liability, loss, cost, damage or expense, including all reasonable attorney's fees at hourly rates customarily charged and other reasonable expenses incurred by the Sentara in defense of any claim in connection with the Demised Premises and involving damage or injury to Sentara or Sentara's successors or assigns,

the Demised Premises, or any other party or parties, person or persons, if due to the gross negligence of the County, or any of its employees, servants, agents or representatives, or otherwise occurring in connection with any default of the County hereunder, if such claim is not also due to the breach, fault or neglect of Sentara. The provisions of this Article shall survive any termination of this Lease Agreement.

34. Dispute. Except for nonpayment of rent by Sentara hereunder, any dispute as to any matter provided for this Lease Agreement will be settled in a court of competent jurisdiction with venue in Currituck County, North Carolina.
35. Severability. If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease Agreement shall not be affected thereby.
36. Entire Agreement. This Lease Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given either party hereunder, or to insist upon strict compliance by either party with any obligation of the other party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of each party's right to demand exact compliance with the terms hereof.
37. Headings. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.
38. County's Default. Notwithstanding anything in this Lease Agreement to the contrary, there shall be no enforceable default against County under any provisions of this Lease unless Sentara shall give County notice of such default in which Sentara shall specify the default or omission complained of, and the County shall have thirty (30) days (except in the case of emergency, in which event the time frame shall be shortened as appropriate under the circumstances) after receipt of such notice in which to remedy such default, or if such default or omission shall be of such a nature that the same cannot be cured within thirty (30) days, then the same shall not be in an enforceable default if the County shall have begun taking the required steps to cure or remedy such default within such thirty-day period and diligently proceeds with the correction thereof thereafter. If the County defaults in the performance of any of its obligations under this Lease Agreement, and fails to cure such default within the time provided in this Article, Sentara may, but shall not be obligated to, remedy such default and all reasonable sums expended or obligations reasonably incurred by the Sentara in connection therewith shall be paid by County to Sentara upon demand; provided, however, that the County shall have the right to contest the necessity of such remedial measures and/or the amounts expended for such remedial measures in a court of competent jurisdiction. Any amount awarded to the Sentara, or any amount acknowledged to be owed to the Sentara by the County, may, in addition to any other right or remedy that Sentara may have, be deducted from subsequent installments of

any rental or other obligations that from time to time thereafter become due to the County from Sentara if County fails to reimburse Sentara as required by this Article.

39. Signs and Advertising Matter. Sentara may not erect, install, place or suffer to be placed or display any sign or advertising material upon the Demised Premises, the walls thereof, or in any window therein, or on any sign, awning, canopy, marquee, advertising matter, decoration, lettering, or any other thing of any kind without the prior written consent of County. County shall furnish, install and maintain a building directory at a convenient location in the lobby listing the name of Sentara and the room number of Sentara's entrance office. Sentara shall not permit, allow, or cause to be used in or at the Premises any advertising media or device such as radio, computer, public address systems, sound production or reproduction devices, mechanical or moving display devices, motion pictures, television devices, excessively bright lights, changing, flashing, flickering, or moving lights or lighting devices, or any similar devices, satellites, computer equipment, fiber optic equipment, technological equipment and the like, the effect of which shall be visible or audible from the exterior of the Premises and or have an excessive power and or utility requirement.
40. County's Performance of Sentara's Covenants. Notwithstanding any provisions contained herein to the contrary, should Sentara, after any required written notice from County, fail to do any of the things required to be done by it under the provisions of this Lease, within thirty (30) day (Cure Period), County in addition to any and all other rights and remedies, may, but shall not be required to, do the same or cause the same to be done, and the reasonable amount of any money expended by County in connection therewith shall constitute additional Rent for the Lease Term or either of the Extended Lease Terms, due from Sentara to County and shall be payable as Rent on the date for payment of such rent immediately following such expenditure. Notwithstanding the foregoing, should Sentara not be able to complete the items set forth in the written letter of notifications within the cure period, so long as the items are in progress of being rectified and Sentara is making a "good faith effort", Sentara shall be afforded additional reasonable time to complete such cure.
41. Employee Parking. County agrees to provide and maintain a paved parking area for Sentara, its employees, agents and business invitees (to be used in common with other tenants, their employees, agents and invitees of the Building). Sentara, its invitees, customers and employees shall have the right, in common with all other tenants to utilize such parking spaces in the Common Area, subject however to County's reasonable rules and regulations governing parking. Subject to the other provisions of this Lease, Sentara shall have free non-exclusive use of parking facilities and driveways for vehicles of Sentara, Sentara's employees, Sentara's business invitees and Sentara's agents, from 6:00 a.m. through 11:00 p.m. each day of the week. Such areas for non-exclusive parking spaces shall serve all tenants, their employees, business invitees and agents. Sentara shall not at any time park any trucks or any delivery vehicles in the parking areas or driveways, except as specifically designated and authorized in writing by County from time to time. Sentara shall require all trucks servicing Sentara to be promptly loaded or unloaded and removed from the site.

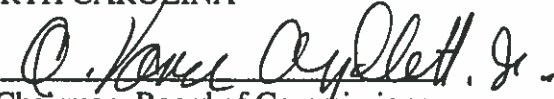


Sentara covenants and agrees to enforce the provisions of this Lease against Sentara's employees and business invitees. County may: (a) police said parking facilities; (b) provide parking attendants; (c) cause unauthorized motor vehicles, bikes, scooters, and the like to be towed away at the sole risk and expense of the owner of such motor vehicle, bike, scooter, and the like; (d) provide exclusive parking facilities for the handicapped, visitors, and tenants and their employees; (e) use any portion of the parking facilities and deny access to the same temporarily in order to repair, maintain or restore such facilities, to construct improvements under, over, along, across and upon the same, to grant easements upon the same for the benefit of the site, and to grant easements in the parking facilities to public and quasi-public authorities; and (f) adopt and modify from time to time rules and regulations for parking and vehicular ingress, egress, speed, no parking, no standing, times and places for move-in, move-out and deliveries, and similar matters.

**51. Title and Authority of County.** County represents and warrants to Sentara that County owns fee simple title to Demised Premises and Building and that County has all requisite authority to enter into this Lease with Sentara.

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


COUNTY OF CURRITUCK,  
NORTH CAROLINA

By:   
Chairman, Board of Commissioners

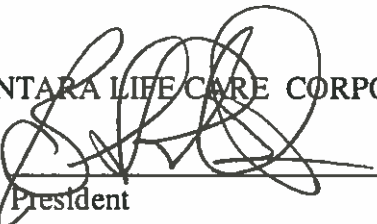
ATTEST:   
Clerk to the Board of Commissioners

(COUNTY SEAL)

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

  
Currituck County Finance Officer

SENTARA LIFE CARE CORPORATION

By:   
President

ATTEST:   
Clerk/Secretary to Sentara

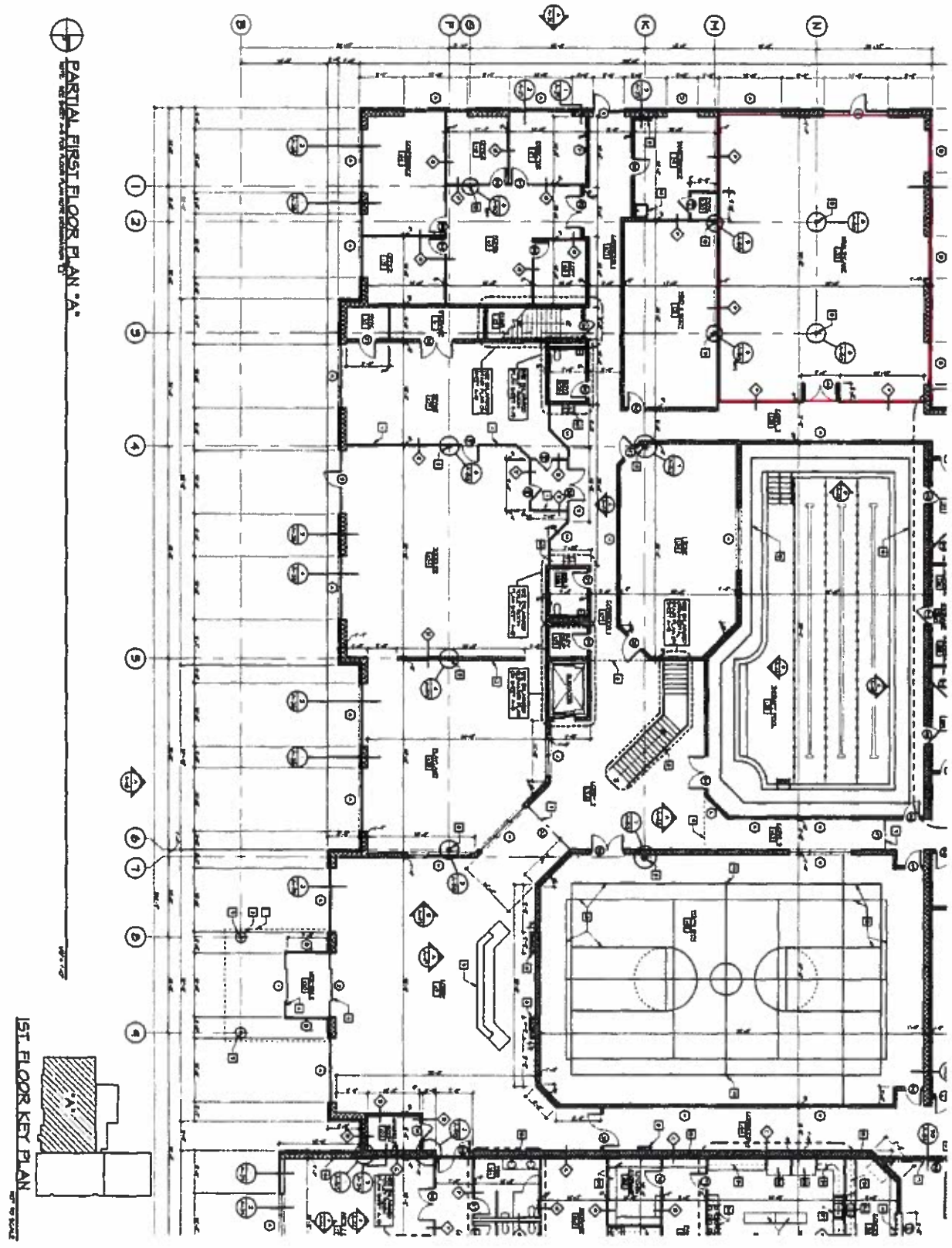
(SENTARA SEAL)

EXHIBIT A-1LEGAL DESCRIPTION

That certain lot or parcel of land situated in Crawford Township, Currituck County, North Carolina and more particularly described as follows:

That certain tract or parcel of land situated in Crawford Township, Currituck County, North Carolina, said tract being shown and delineated on that certain map entitled in part "BOUNDARY SURVE, DUNSTON HEIRS PROPERTY", said map being prepared by Quible & Associates, P.C. dated November 17, 2004, which said map is incorporated herein by reference and recorded in Plat Cabinet I, Slide 66, in the Currituck County Public Registry. The same is two tracts, one consisting of 33.48 acres, and the second tract consisting of approximately 2.43 acres.

Exhibit A-2 Floor Plan



1400 GARDEN STREET  
SUITE 201  
HUNTSVILLE, ALABAMA 35894  
TEL: (205) 464-4444  
FAX: (205) 464-4444

100 NORTH GARDEN  
HUNTSVILLE, ALABAMA 35894

NEW  
CURRITUCK  
FAMILY  
YMCA  
100 COMMUNITY WAY  
HUNTSVILLE, ALABAMA 35894

PARTIAL FIRST FLOOR PLAN 'A'

1ST FLOOR KEY PLAN

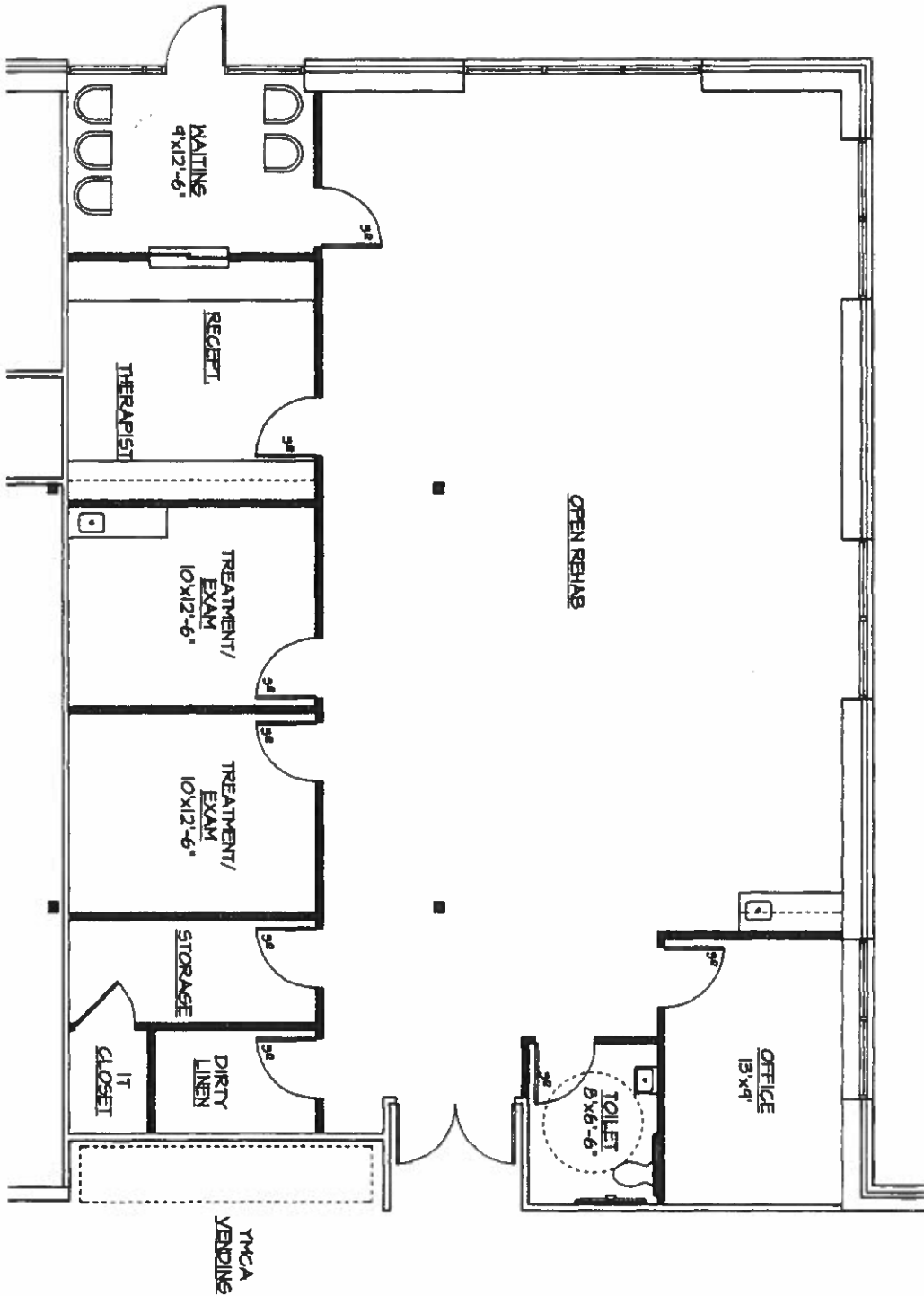
1ST FLOOR PLAN 'A'

1ST FLOOR PLAN 'A'

Exhibit A-2 Floor Plan (con't)

PROPOSED FLOOR PLAN - SENTARA HEALTH CARE RM. 122  
REVISION #2

1/8" = 1'-0"



1400 CALHOUN AVENUE  
BIRMINGHAM, ALABAMA 35203  
TEL: (205) 464-1400  
FAX: (205) 464-2044



YMCA OF SOUTH  
HAMPTON ROADS  
312 BORTH STREET  
NORFOLK, VIRGINIA 23510



NEW  
CURRITUCK  
FAMILY  
YMCA  
130 CHESAPEAKE WAY  
FARMCO, NORTH CAROLINA

PROPOSED FLOOR PLAN FOR  
SENTARA HEALTH CARE

DATE: 07/07/11  
JOB NO: 090111



1400 COMMONWEALTH AVENUE  
SUITE 100  
FALLS CHURCH, VIRGINIA 22046  
TEL (703) 464-1100  
FAX (703) 464-1101

YMC  
OF  
SOUTH HAMPTON ROADS  
CONSTRUCTION OFFICE  
200 W. HAMPSHIRE AVENUE  
SUITE 100  
FALLS CHURCH, VIRGINIA 22046

NEW  
CURRITUCK  
FAMILY  
YMCA  
100 COMMONWEALTH WAY  
MARTIN, VIRGINIA 22081

FAIRFAX COUNTY DEPARTMENT OF PUBLIC WORKS  
1000 COMMONWEALTH AVENUE  
SUITE 100  
FALLS CHURCH, VIRGINIA 22046

**FLOOR PLAN**

**REFLECTED CEILING PLAN**

**TOILET ROOM FIXTURE LEGEND**

**ENLARGED TOILET ROOM PLAN**

**ELEVATION OF TOILET ROOM**

**ELEVATION OF THERAPY WORK STATION**

**ELEVATION OF TREATMENT WORK STATION**

**KEY PLAN**

**FINISH SCHEDULE**

**DOOR & FRAME SCHEDULE**

**SECTION THRU SERVICE WINDOW**

**ELEVATION OF PARTITION**

**ELEVATION OF COUNTER/RECEPTION DESK**

**FLOOR PLAN NOTES**

**GENERAL NOTES**

**CODE COMPLIANCE: 2000 N.C. STATE BUILDING CODE**

**LEGEND**

**ELEVATION OF TOILET ROOM**

**ELEVATION OF THERAPY WORK STATION**

**ELEVATION OF TREATMENT WORK STATION**

**KEY PLAN**

Packet Pg. 74



## CURRITUCK COUNTY NORTH CAROLINA

May 2, 2022

Minutes – Regular Meeting of the Board of Commissioners

### WORK SESSION

#### 1. 5:00 PM Budget Review

The Board of Commissioners met in a Work Session at 5:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, to discuss remaining items from the County's Budget Work sessions of April 11 and April 13, 2022.

County Manager, Ike McRee, reported school funding will increase by \$444,203. He said the amount was presented to school administrators. No feedback was received from the Board of Education and Commissioners agreed to move forward with funding as recommended. It was suggested that the Chairs of each Board meet to discuss the school's fund balance. Student transportation issues were also discussed.

Commissioners considered discussions related to a \$15.00 minimum hourly wage, a Cost of Living Adjustment (COLA) for staff, and a proposal to implement a Broadband salary structure for the Sheriffs Office. Mr. McRee said a staff review of the Sheriff's proposal resulted in the development of an alternative that will better address recruitment concerns expressed by Sheriff Beickert and would help with retention going forward. In lieu of a COLA, a Pay Classification Plan adjustment was recommended that would benefit all employees and would allow for a balanced budget without a tax increase. He responded to questions from Commissioners. He said salary compression issues were resolved during the salary review, and documents were distributed to Commissioners to compare the Broadband pay figures with staff proposed salary recommendations for the Sheriffs Office.

Finance Director, Sandra Hill, said costs to implement all of the recommendations, including results from the final tier of an ongoing pay study, total approximately \$1.6 million dollars. The budget would be presented to the Board on May 16, 2022, with the Public Hearing planned for the June 20, 2022, Commissioners meeting.

Discussion concluded and Commissioner White moved to close the Work Session. Commissioner Mary Etheridge seconded the motion. The motion carried, 7-0, and the Work Session adjourned at 5:49 PM.

#### 6:00 PM CALL TO ORDER

Communication: Minutes for May 2, 2022 (Approval Of Minutes-May 2, 2022)

The Currituck County Board of Commissioners met at 6:00 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	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order and announced the earlier Work Session.

#### **A) Invocation & Pledge of Allegiance**

Commissioner Beaumont offered the Invocation and led the Pledge of Allegiance.

#### **B) Approval of Agenda**

Commissioner Beaumont amended the agenda to add consideration of a new Commissioner appointment to the Albemarle Regional Planning Organization. Commissioner White moved to amend the agenda and the item was added to follow New Business Item D. Commissioner McCord seconded the motion and the motion carried, 7-0.

Approved agenda:

#### **Work Session**

5:00 PM Budget Review

#### **6:00 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 Public Hearing. Public comments are limited to 3 minutes.*

#### **Commissioner's Report**

#### **County Manager/Attorney**

#### **Reports**

#### **Administrative Reports**

- A) **Trillium Annual Report to the Board of Commissioners-Bland Baker, Northern Regional Director**

**New Business**

- A) **Consideration of NC Statewide Emergency Management Mutual Aid and Assistance Agreement**
- B) **Consideration of Revisions to the Currituck County Personnel Policy**
- C) **Resolution Supporting Construction of the Mid-Currituck Bridge and its Continued Inclusion in the State Transportation Improvement Plan**
- D) **Proclamation - May 2022 as Older Americans Month**
- E) **Amended Item: Commissioner Board Appointment-Albemarle Regional Planning Organization**
- F) **Consent Agenda**
1. Budget Amendments
  2. Currituck County Settlement Agreement with Godfrey Construction-Corolla ABC Store
  3. Change Order #1-Dune Walkover Construction, Phase II
  4. Surplus Resolution-EMS Ambulance
  5. Resolution for Appointment of Review Officers
  6. Request to Dispose of Records-Department of Social Services
  7. Approval Of Minutes-April 18, 2022

**Closed Session**

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

**Adjourn**

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

**PUBLIC COMMENT**

Communication: Minutes for May 2, 2022 (Approval Of Minutes-May 2, 2022)

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

### **COMMISSIONER'S REPORT**

Commissioner McCord announced recent events held in the County. He urged caution with increased traffic on the roads and discussed structure fires in the county. He wished Moms a Happy Mother's Day.

Commissioner Beaumont spoke about weekend traffic backups on the highway due to a paving project in progress and asked staff to contact the Department of Transportation to find out about the paving schedule.

Commissioner White provided information on the event assistance program available through the county's Travel & Tourism Department and encouraged anyone planning an event in the county to reach out to the Tourism Department.

Commissioner Mary Etheridge discussed the degrading of the public's trust in government and encouraged the Board to take steps to restore the public trust. To improve transparency, she recommended reading an ethics statement prior to each meeting and to require Board members to disclose any conflicts or relationships they or their family members may have relative to agenda items being considered.

Commissioner Jarvis reported she and Commissioner Mary Etheridge recently toured several of the County's schools with school administrators. She was impressed with the facilities and looks forward to touring the rest of the schools in the district. She said she looked forward to passing the Older Americans Month Proclamation on the agenda, and discussed the importance of caring for Seniors in the County. She announced the need for volunteers to deliver Meals on Wheels, which would be resuming.

### **COUNTY MANAGER/ATTORNEY REPORTS**

County Manager, Ike McRee, reported his attendance at a Coastal Resources Advisory Council meeting. He summarized a presentation that was given on the off-shore wind project planned for the Outer Banks and noted workers for the project would come from the Morehead City port. He said connectivity issues at the water department were reported over the weekend and recognized the dedication of water department employees who manually operated pumps to ensure all tanks were properly maintained and the IT Director, Logan Steese, who worked to resolve the issue. A separate issue involving the 911 Communications center was also reported and resolved. Mr. McRee credited the county's crews and team members, all of whom managed to continue to provide uninterrupted services to citizens.

### **ADMINISTRATIVE REPORTS**

#### **A. Trillium Annual Report to the Board of Commissioners-Bland Baker, Northern Regional Director**



Bland Baker, Trillium Northern Regional Director, presented an overview of services provided by Trillium health over the last year. He used a powerpoint during review. Trillium Health consists of 28 member counties, and Mr. Baker provided information on total spending, member services, Medicaid transformation, personnel and organizational changes, and project updates such as Naloxone kit distribution and mobile clinics. Last year, Trillium served 58,000 people, 642 in Currituck County, and spent \$475,921,857.00 on services. Treatment and counseling support services in the County and mobile crisis were discussed. Mr. Baker was asked about providing more mental health resources to the County's foster children, and agreed to discuss the issue with the Director of Social Services.

## NEW BUSINESS

### A. Consideration of NC Statewide Emergency Management Mutual Aid and Assistance Agreement

County Manager, Ike McRee, reviewed the North Carolina Statewide Emergency Management Mutual Aid and Assistance agreement and its purpose for Commissioners. Commissioner McCord moved for approval and Commissioner Jarvis seconded the motion. The motion carried, 7-0.

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

### B. Consideration of Revisions to the Currituck County Personnel Policy

County Manager, Ike McRee, reviewed the Resolution to amend the County's Personnel Policy. Changes to the section addressing Political Activity will prohibit county employees from serving as Commissioner. The Holiday Pay section was revised to clarify pay for staff who physically work on a holiday. Mr. McRee recommended approval of the revisions and responded to questions. Commissioner Mary Etheridge moved for approval. Commissioner White seconded the motion. The motion carried, 7-0.

#### **RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CURRITUCK COUNTY, NORTH CAROLINA AMENDING SECTIONS 503 AND 603 OF THE CURRITUCK COUNTY PERSONNEL POLICY PERTAINING TO COUNTY EMPLOYEE POLITICAL ACTIVITY AND EMPLOYEE PAY FOR WORK ON HOLIDAYS**

WHEREAS, under N.C. Gen. Stat. §153A-94 the Currituck County Board of Commissioners has adopted the Currituck County Personnel Policy to promote the hiring and retention of capable, diligent and honest career employees; and

WHEREAS, under N.C. Gen. Stat. §153A-81 the Currituck County Board of Commissioners has adopted the county-manager form of government that, among other things, grants to the Board of Commissioners' appointed county manager responsibility and authority to hire, direct and supervise county employees; and

WHEREAS, the election of a county employee to the office of county commissioner would create an intolerable conflict by placing the county employee in a position as county commissioner to hire, direct or supervise the county employee's supervisor or in the untenable position of acting on matters that might relate to the county employee commissioner's financial interest; and

WHEREAS, it is desirable and necessary to clarify compensation for regular full-time employees required to perform work on regularly scheduled holidays.

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

Section 1. Section 503 of the Currituck County Personnel Policy is amended to read as follows:

### **Section 503 Political Activity Restricted**

A. Every employee of Currituck County has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the constitution and laws of the State of North Carolina and the Constitution and laws of the United States of America. However, ~~while on duty~~, no employee of Currituck County shall:

1. Engage in any political or partisan activity while on duty; or
2. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or
3. Be required as a duty of employment or as a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes; or
4. Coerce or compel contributions for political or partisan purposes by another employee of the County; or
5. Use funds, supplies, or equipment of the County for political or partisan purposes; or
6. Serve as an elected or appointed member of the Currituck County Board of Commissioners.

B. Employees subject to the Hatch Act may not be candidates for elected office in a partisan election.

C. Any violation of this section may subject the employee to dismissal or other disciplinary action.

Section 2. Section 603 of the Currituck County Personnel Policy is amended to read as follows:

### **Section 603 Holidays - When Work is Required**

~~Essential~~ Regular full-time ~~public safety~~ employees required to perform work on regularly scheduled holidays will be paid up to twenty-four (24) hours per holiday on top of their base pay for hours actually worked on a holiday. The holiday is recognized on the date of the actual holiday, rather than the state observed holiday. ~~Essential~~ Regular full-time ~~public safety~~ employees who work less than ~~eight~~ (8) hours, or that do not work on a holiday, will be paid eight (8) hours of holiday pay. Regularly scheduled part-time employees required to perform work on a holiday will be paid a pro rata share of any ~~eight~~ (8) hour holiday. All other employees required to perform work on regularly scheduled holidays may be granted compensatory time off at the rate of one hour off **for each hour worked on a holiday. Compensatory time for holiday work shall be granted**



**within three (3) months from the date it is earned. A holiday is defined as beginning at midnight and continuing for twenty-four (24) hours until the following midnight.**

Section 3. Section 1 of this resolution shall not apply to a county employee serving as an elected or appointed member of the Currituck County Board of Commissioners on the date this resolution is adopted but shall apply to a county employee serving as an elected or appointed member of the Currituck County Board of Commissioners from and after the end of the term for the office of Currituck County Commissioner commencing the first Monday of December, 2022.

Section 4. This resolution is effective upon its adoption.

ADOPTED the 2<sup>nd</sup> day of May, 2022.

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

### **C. Resolution Supporting Construction of the Mid-Currituck Bridge and its Continued Inclusion in the State Transportation Improvement Plan**

County Manager, Ike McRee, reviewed the Resolution which would demonstrate the County's continued support for construction of the Mid-Currituck Bridge. Mr. McRee discussed similar Resolutions that have been adopted by communities on the Outer Banks and recommended approval. Commissioner J. Owen Etheridge moved for adoption of the Resolution and Commissioner Beaumont seconded the motion. The motion carried, 7-0.

### **RESOLUTION OF THE BOARD OF COMMISSIONERS SUPPORTING CONSTRUCTION OF THE MID-CURRITUCK BRIDGE AND ITS CONTINUED INCLUSION IN THE STATE TRANSPORTATION IMPROVEMENT PLAN**

WHEREAS, the Mid-Currituck Bridge project has been in the development process for over thirty years; and

WHEREAS, the popularity of the beaches of Currituck County's Outer Banks, and neighboring towns of Duck and Southern Shores in Dare County, results in an ever increasing number of residents and visitors to Currituck County and the northern Outer Banks; and

WHEREAS, Currituck County and Outer Banks communities generate substantial revenue for the State of North Carolina, particularly through tourism, and serve a role as ambassadors for the State by introducing hundreds of thousands of visitors from all over the United States and the world to the many wonders of North Carolina; and

WHEREAS, this revenue and the goodwill that visitors feel towards Currituck County and the Outer Banks of North Carolina is tested annually through frustration attributed directly to traffic congestion; and

WHEREAS, the purpose of the Mid-Currituck Bridge is to substantially improve traffic flow on the project area's thoroughfares, i.e. NC 12 and US 158, substantially reduce travel time for persons traveling between the Currituck County mainland and the Currituck County Outer Banks communities of Corolla and Carova, and substantially reduce the hurricane clearance time for residents and visitors who use US 158 and NC 168 during coastal evacuation; and

WHEREAS, building the Mid-Currituck Bridge will reduce congestion and alleviate delays, thus promoting and enhancing economic development, while bolstering the tourism industry; and

WHEREAS, alternatives to the Mid-Currituck Bridge project have been studied thoroughly and have been rejected in favor of the Mid-Currituck Bridge; and

WHEREAS, in recognition of the viability and need of the Mid-Currituck Bridge, the North Carolina Department of Transportation has demonstrated a commitment to construction of the bridge by placing it in the State Transportation Improvement Plan based on the agency's prioritization process and strong support by local municipalities and the Albemarle Rural Planning Organization; and

WHEREAS, the US District Court for the Eastern District of North Carolina ruled in December 2021 that NCDOT and the Federal Highway Administration have complied with all applicable federal laws and regulations in planning for the bridge; and

WHEREAS, the court's decision properly affirms the project's compliance with the federal National Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners reaffirms its commitment to the Mid-Currituck Bridge project and advocates for advancement of this crucial project and its continued inclusion as a funded project in the State Transportation Improvement Plan.

ADOPTED this 2<sup>nd</sup> day of May, 2022.

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

#### **D. Proclamation - May 2022 as Older Americans Month**

Commissioner Jarvis read the Proclamation and motioned for approval to establish May,

2022, as Older Americans Month. Commissioner Mary Etheridge seconded the motion. The motion carried, 7-0.

## PROCLAMATION DESIGNATING MAY 2022 AS OLDER AMERICANS MONTH

**Whereas**, Currituck County includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

**Whereas**, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

**Whereas**, Currituck County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

**Whereas**, Currituck County can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

**Now, therefore**, the Currituck County Board of Commissioners does hereby proclaim May 2022 to be Older Americans Month. The Board of Commissioners urges every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

**Adopted** this 2<sup>nd</sup> day of May, 2022.

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

### E. Amended Item: Commissioner Board Appointment-Albemarle Regional Planning Organization

The agenda had been amended to allow a Commissioner appointment to the Albemarle Regional Transportation Organization (ARPO). Commissioner Beaumont found it necessary to resign from serving on the ARPO and moved to appoint Commissioner White, who had agreed to assume the role. Commissioner McCord seconded the motion. The motion carried, 7-0.

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

## F) Consent Agenda

Commissioner Beaumont moved for approval of the Consent Agenda. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0.

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

## 1. Budget Amendments

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10511-514000	Travel	\$ 6,000	
10511-514500	Training & Education	\$ 2,000	
10511-531000	Gas	\$ 6,000	
10511-547000	Meals	\$ 75,000	
10511-502000	Salaries		\$ 60,000
10511-506000	Insurance Expense		\$ 29,000
		<u>\$ 89,000</u>	<u>\$ 89,000</u>
<b>Explanation:</b>	Detention Center (10511) - Transfer budgeted funds for unanticipated training for new personnel, due to only available school requiring out of town travel. Also, several invoices for meals were not submitted by the contractor throughout the year, which increased costs.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
210546-511006	Telephone & Postage		\$ 500
210546-514506	Travel/Train/Educ		300
210546-516006	Repairs & Maintenance		1,500
210546-516106	Buildings & Grounds		5,000
210546-590006	Capital Outlay	\$ 7,300	
		\$ 7,300	\$ 7,300
<b>Explanation:</b> Corolla Fire District (0210) - The BOC approved the reallocation of the remaining operating budget that will not be used to capital expenditures to purchase fire apparatus.			
<b>Net Budget Effect:</b> Corolla Fire District (210) - No change.			

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10550-516000	Repairs & Maintenance	\$ 4,500	
10550-532000	Supplies	4,000	
10550-561000	Professional Services	60	
10550-545000	Contracted Services		\$ 4,500
10550-590000	Capital Outlay		4,600
		\$ 8,560	\$ 9,100
<b>Explanation:</b> Airport (10550) - Airport moving funds from contracted services to repairs and maintenance for repairs on hangar insulation. Capital Outlay reduced to replenish negative funds and for the purchase of recliners and power/lawn tools.			
<b>Net Budget Effect:</b> Operating Fund (10) - No change.			

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10795-503500	Temporary Services	\$ 15,000	
10795-505000	FICA	1,148	
10795-532000	Supplies	\$ 3,086	
10350-469001	Community League - Flag Football		\$ 430
10350-469002	Community League - Cheerleading		815
10350-469003	Community League - Basketball		1,924
10350-469004	Community League - Baseball/Softball		3,045
10350-469012	Community League - Adult Basketball		320
10350-469013	Community League - Adult Softball		300
10795-506000	Health Insurance		10,000
10795-553002	Tournament Fees		2,400
		\$ 19,234	\$ 19,234
<b>Explanation:</b>	Parks & Recreation (10795) - Increase appropriations for increased participation in Community League recreational sports.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$6,834.		

## 2. Currituck County Settlement Agreement with Godfrey Construction-Corolla ABC Store

## 3. Change Order #1-Dune Walkover Construction, Phase II

## 4. Surplus Resolution-EMS Ambulance

RESOLUTION			
<p><b>WHEREAS</b>, 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 donated to the Currituck County High School Emergency Medical Program.</p>			
County			
Asset	Description	Serial Number	Department
6869	2005 FORD AMBULANCE	1FDXE45PX5HB44916	EMS
<p><b>NOW, THEREFORE, BE IT RESOLVED</b>, that the Board of Commissioners of the County of Currituck reserves the right to reject any and all bids.</p>			
<p><b>ADOPTED</b>, this 4th day of May, 2022.</p>			

## 5. Resolution for Appointment of Review Officers

**RESOLUTION OF THE CURRITUCK BOARD OF COMMISSIONERS**

WHEREAS, pursuant to N.C. Gen. Stat. §47-30.2 requires the Board of Commissioners in each county, by resolution, to appoint one or more persons as review officers to review plats before they are recorded; and

WHEREAS, appointed review officers shall certify that the plat meets the statutory requirements for recording; and

WHEREAS, the persons appointed as review officers should be experienced in mapping or land records management.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals serving in the positions indicated are hereby designated as review officers as required by N.C. Gen. Stat. §47-30.2.

Tracy Sample, Tax Administrator  
 Lucy Cardwell, GIS Specialist - Land Records  
 Kevin Kemp, Development Services Director  
 Laurie LoCicero, Planning Director  
 Donna Voliva, Assistant Planning Director  
 Tammy Glave, Senior Planner  
 Jennie Turner, Senior Planner  
 Jason Litteral, Planner II  
 Savannah Newbern, Planner I

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the individuals listed above, Tax Administrator, GIS Specialist-Land Records, Development Services Director, Planning Director, Assistant Planning Director, Planners, and the Currituck County Register of Deeds.

ADOPTED this 2nd day of May, 2022.

**6. Request to Dispose of Records-Department of Social Services****7) Approval Of Minutes-April 18, 2022****1. Minutes for April 18, 2022****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 White seconded the motion. The motion carried, 7-0, and the Board entered Closed Session.

Communication: Minutes for May 2, 2022 (Approval Of Minutes-May 2, 2022)

**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, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

## ADJOURN

### Motion to Adjourn Meeting

There was no further business following Closed Session and Commissioner Mary Etheridge moved to adjourn. Commissioner Jarvis seconded the motion. The motion carried, 7-0, and the Regular Meeting of the Board concluded at 8:08 PM.

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



Number TDA20220020

## BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 16th day of May 2022, 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>
15442-532000	Supplies	\$ 5,000	
15442-526200	Promotion		\$ 5,000
15447-511000	Telephone & Postage	100	
15447-531000	Fuel	2,000	
15447-516001	Signs		2,100
		<u>\$ 7,100</u>	<u>\$ 7,100</u>

**Explanation:** Occupancy Tax Promotions (15442); Occupancy Tax Tourism Related Expenditures (15447) - Transferring funds from promotion to supplies to cover the cost of additional equipment and supplies for the destination video/photo shoot in April/May. Also transferring funds to accounts that have experienced unexpected increased costs.

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

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

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

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

Attachment: BudAmends\_May 16\_TDA (Tourism Development Authority-Budget Amendments)

Number TDA20220021

## BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 16th day of May 2022, 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>
15447-587010	T T - Operating Fund	\$ 54,000	
15320-415000	Occupancy Tax		\$ 54,000
		<u>\$ 54,000</u>	<u>\$ 54,000</u>

**Explanation:** Occupancy Tax - Tourism Related (15447) - Increase transfer to the Operating fund for Occupancy Tax Administration based on formula 3% of first \$500,000 and 1% of remaining Occupancy Tax collected for administration of the collection of Occupancy Tax.

**Net Budget Effect:** Occupancy Tax Fund (15) - Increased by \$54,000.

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

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

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

Attachment: BudAmends\_May 16\_TDA (Tourism Development Authority-Budget Amendments)

Number OS2022002

## BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Ocean Sands Water and Sewer Authority, at a meeting on the 16th day of May 2022, 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>
60808-503000	Salaries - Part-time	\$ 8,000	
60808-505000	FICA Expense	\$ 612	
60808-511001	Telephone & Postage - Sewer	\$ 650	
60808-553001	Dues & Subscriptions - Sewer	\$ 5,000	
60360-470001	Utilities Charges - Sewer		\$ 14,262
		<u>\$ 14,262</u>	<u>\$ 14,262</u>

**Explanation:** Ocean Sands Water and Sewer (60808) - Increase appropriations to advertise for a part-time temporary position to fill vacancy and for cost increases in telephone/postage and dues.

**Net Budget Effect:** Ocean Sands Water and Sewer District Fund (60) - Increased by \$14,262.

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

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

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

Attachment: BudAmends\_May 16\_Ocean Sands (OSWSD Board-Budget Amendments)