



**Board of Commissioners  
Agenda Packet**

**April 19, 2021**

**4:00 PM Call to Order**

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

**Public Comment**

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

**Commissioner's Report****County Manager's Report****County Attorney's Report****Old Business**

- A) **Consideration Of An Ordinance Amending Chapter 9, Article III, Sections 9-33 and 9-36 Of The Currituck County Code of Ordinances Modifying Requirements For Issuance of Amplified Sound Permits And Permits to Exceed Certain Decibel Levels**

**Public Hearings**

- A) **PB 21-07 NC Beach Buggy, LLC:** Request for an Auto Sales and Rentals Use Permit to sell and rent low speed electric vehicles at 8295 Caratoke Highway, Powells Point, Tax Map 124C, Parcel 4, Poplar Branch Township.

**New Business**

- A) **Board Appointments**

- 1. Board of Adjustment

- B) **Consent Agenda**

- 1. Budget Amendments
  - 2. Personnel Policy Revisions to Remove Special Considerations Related to Covid-19
  - 3. Resolution and Agreement to set up Trust Account for Other Post Employment Benefits (OPEB) Funds
  - 4. Resolution and Agreement to set up Trust Account for Law Enforcement Officer Special Separation Allowance (LEOSSA)
  - 5. Prison Sewer Connection Project-Change Order #2
  - 6. Records Disposal-Department of Social Services
  - 7. Historic Corolla Park/Whalehead Event Fee Waiver for Currituck County Schools to Hold Senior Prom
  - 8. Approval Of Minutes-April 5, 2021

**Adjourn**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3081)

**Agenda Item Title:** Consideration Of An Ordinance Amending Chapter 9, Article III, Sections 9-33 and 9-36 Of The Currituck County Code of Ordinances Modifying Requirements For Issuance of Amplified Sound Permits And Permits to Exceed Certain Decibel Levels

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

**Modification to noise ordinance to increase the allowable number of annual permits and to revise language pertaining to requirements for law enforcement at certain events.**

**Potential Budget Affect:** N/A

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF  
COMMISSIONERS AMENDING CHAPTER 9, ARTICLE II, SECTION 9-33  
AND SECTION 9-36 OF THE CURRITUCK COUNTY CODE OF  
ORDINANCES**

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-133 a county may regulate, restrict, or prohibit the production or emission of noises or amplified speech, music or other sounds that tend to annoy, disturb, or frighten its citizens; and

WHEREAS, it is desirable to amend the ordinance by removing the limitation on the frequency of applications for an outdoor amplified sound permit or permit to exceed certain decibel levels which will not limit the Currituck County Sheriff's ability to determine the propriety of permit issuance in a certain vicinity or ability to impose conditions on such permits.

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

PART I. Sec. 9-33. - Maximum permitted sound levels by use occupancy.

(a) The use of sound amplifying equipment is limited to the conditions specified in this section.

(b) Outdoor amplified sound, including a live musical group or individual using sound amplifying equipment, may be produced only if an authorized agent of the sponsoring business, organization or group has been granted an "outdoor amplified sound permit." This permit must be signed by a representative of the business, organization or group holding or sponsoring the event at which the outdoor amplified sound will be produced.

(c) Except as allowed in subsection (d) below, no person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which at its peak exceeds the limits set forth for the use occupancy categories in Table 1 when measured at or beyond the point on the property line closest to the dwelling located on the property from which the sound complaint originates. For purposes of measurement, the back of the curb, the outside edges of driveways, fences, hedges, or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the property line. In all cases the maximum sound level permitted by use occupancy shall be determined ~~on the basis of~~ based on the use occupancy of the property from which the sound originates and not by the use occupancy of any surrounding property. Sound which originates from a dwelling unit in a duplex or other multifamily housing unit shall be measured from any point which

is at least 25 lineal feet, whether inside or outside a building, from the nearest point of the enclosed or habitable space of the dwelling unit from which the sound originates.

TABLE 1  
SOUND LEVELS BY USE OCCUPANCY

Use Occupancy Category	Time	Sound Level Limit (dB(A))
Residential	7:00 a.m.—9:00 p.m.	60
	9:00 p.m.—7:00 a.m.	50
Mobile home park	7:00 a.m.—9:00 p.m.	60
	9:00 p.m.—7:00 a.m.	50
Public space, commercial or business	7:00 a.m.—9:00 p.m.	60
	9:00 p.m.—7:00 a.m.	50
Manufacturing or industrial	At all times	70

(d) Sound levels ~~in excess of~~ more than the limits established in Table 1 will be permitted in public space, commercial or business space, manufacturing, industrial space, ~~but not on~~ or residential space, as follows:

TABLE 2

	Without Permit (dB(A))	With Permit to exceed (dB(A))
Friday evening (5:00 p.m.—11:00 p.m.)	65	80
Saturday (10:00 a.m.—11:00 p.m.)	65	80
Holidays (as defined in section 9-31) (Noon—11:00 p.m.)	65	80

(e) No property owner shall allow a noise-related nuisance or health or safety hazard to be created or maintained by or on account of tenants of the property owner. For purposes of this subsection, a noise-related nuisance or health or safety hazard shall be deemed to exist when a tenant or group of tenants at a specific location receives a third citation for a noise ordinance violation pursuant to this article. The property owner shall be liable for the costs of remedying the nuisance or health or safety hazard in accordance with the provisions of section 9-40. A property owner may be held liable for the costs of abating the nuisance or remedying the health or safety hazard only if the property owner has been notified in writing, via actual delivery or certified mail, of the first two ordinance violations.

A property owner shall be liable for the costs of abating the nuisance or remedying the health or safety hazard upon the third and any subsequent action by the same tenant at a specific location, provided the third violation occurs at least 15 days from the date of actual receipt of notice of the second violation. It shall be a complete defense to a citation under the subsection if the owner of the real property involved can prove that he or she is actively pursuing an eviction process according to law, and that the eviction process was begun prior to the date of the third or any subsequent violation by the same tenant at specific location.

(f) Notwithstanding the above, the playing of any musical instrument or electronic sound-amplification equipment in such manner or with such volume, or the keeping of any animal or bird which makes frequent or long, continued sounds,

or the use of any automobile, motorcycle or vehicle so out of repair or in such manner as to create unreasonably loud, disturbing sounds, all of which would unreasonably disturb persons of ordinary and reasonable sensibilities in the vicinity, shall be prohibited.

PART II. **Sec. 9-36. Permits.** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

(a) *Who may apply:* A person or group of persons may produce or cause to be produced sound in excess of the limits set in Table 1 only if a "Permit to Exceed" has been obtained. With a permit granted pursuant to this section, maximum sound levels shall be as set out in Table 2.

(b) *Application for permit:* Any person or group of persons desiring an "outdoor amplified sound permit" or a "permit to exceed" shall apply as provided in this section, and shall provide all information required. All applications for a "permit to exceed" shall be submitted to the sheriff or ~~his~~ sheriff's designee at least 72 hours prior to the scheduled event; ~~Failure to comply with this requirement shall be grounds for denying the permit.~~

(c) *Action by sheriff:* The sheriff or ~~his or her~~ sheriff's designee shall act upon all requests for permits. In considering and acting on all requests for permits pursuant to this article, the ~~S~~sheriff shall consider, but shall not be limited to the following, in issuing or denying such permit: The timeliness of the application; the nature of the requested activity; previous experience with the applicant; the time of the event; other activities in the vicinity of the location proposed; the frequency of the application; the cultural or social benefits of the proposed activity; the effect of the activity on any residential area of the county and, previous violations, if any, of the applicant. ~~In accessing "other activities in the vicinity" and the frequency of applications in the vicinity, the sheriff shall not issue more than two permits per month within a 1,000 foot radius of each other, or issue permits for events on consecutive weekends (Friday and Saturday) within a 1,000 foot radius of each other. In considering or acting upon a request for a "permit to exceed" requested by a group the Sheriff or appointed designee shall limit permits granted at any specific location to no more than two "permits to exceed" per year.~~

(d) *Fee for permit:* Every application for a permit or permits shall require payment of \$25.00 administrative fee.

(e) *Conditions on permits:* "Permits to exceed" and "outdoor amplified sound permits" shall specify the duration for which noncompliance shall be permitted and shall prescribe the conditions or requirements necessary to minimize adverse effects upon the community or surrounding neighborhood. The sheriff or ~~his or her~~ sheriff's designee may require, but shall not be limited to, the following:

- (1) No sound speakers may be set up more than ten feet off the ground; and
- (2) That permit holder(s) change the arrangement of amplifying equipment or sound instruments upon the request of any ~~Currituck~~ sheriff's deputy ~~so as~~ to minimize the disturbance to others resulting from the position or orientation of the amplifying equipment or from atmospherically or geographically caused dispersal of sound beyond the property lines.
- (3) That adjoining property owners surrounding the location proposed as the site of the permitted event be notified by the applicant at last 72 hours prior to the scheduled event, and ~~also~~ advised of the time by which cleanup of the area will be accomplished. Notice to the adjoining property owners shall include a statement indicating that comments or concerns regarding the issuance of a permit at the proposed location may be made to the sheriff prior to the event. These conditions are mandatory on all "permit to exceed" applicants.
- (4) That no permitted event may last more than four hours in duration.
- (5) That no event may extend beyond 11:00 p.m.
- (6) That the site of the event, and the area surrounding the site of the event, will be cleaned, by the applicant, of all the trash, litter and debris by 10:00 a.m. the following day, or by sunset of the day of the event if the event ends at least four hours before sunset.

(f) *Cooperation with sheriff's department:* Permit holder(s) shall agree to cooperate with the sheriff's department in enforcing the noise control ordinance by having the signer(s) of the permit available at the site of the event during the entire time for which a permit has been issued and capable of assisting the police in enforcing the noise control ordinance. Failure of such signer(s) of a permit to be present or to assist the police in complying with this article will be cause for revocation of said permit.

(g) *Recognition of equivalent permit processes:* The chief administrative officer of any governmental body, institution or agency located in ~~Currituck County~~ the county is authorized to establish, administer and enforce a permit process which is substantially equivalent to the process contained in subsections (a), (b), (c) and (d) of this section. When a permit process has been certified by the county manager as being substantially equivalent, sponsors of events which take place on:

- (1) Premises owned, utilized or occupied by the governmental body, institution or agency; or

- (2) Premises owned, utilized, or occupied by organizations or agencies affiliated with a governmental entity which is recognized to issue permits, may apply for the substantially equivalent permit in lieu of the permit issued by the county. Any activity conducted under a permit issued by a governmental body, institution or agency other than the county shall be subject to all requirements of this article, and a permit issued under a substantially equivalent process recognized by the county manager shall be, for all purposes, the equivalent of a permit issued under this section, including the requirements of subsection (e). A copy of all permits issued under a substantially equivalent process recognized by the county manager shall be forwarded to the sheriff as quickly as possible, but in no case later than 48 hours before the commencement of the event covered under a permit. No permit issued under a substantially equivalent process recognized by the county manager shall be valid if received by the sheriff less ~~that~~ than 48 hours before the commencement of the activity covered by the permit. All equivalent permits must be signed by the sheriff to be valid.

PART II. If any provision, section, part, paragraph, phrase or sentence of this ordinance is found to be invalid, all other provisions, parts, paragraphs, phrases, and sentences shall remain valid and in full force and effect.

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

PART IV. This ordinance shall be effective immediately upon its adoption.

ADOPTED this 19th day of April, 2021.

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Michael H. Payment, Chairman  
Board of Commissioners

ATTEST:

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Leeann Walton  
Clerk to the Board of Commissioners

(COUNTY SEAL)

APPROVED AS TO FORM:

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

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

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

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

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



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – 3096

**Agenda Item Title:** PB 21-07 NC Beach Buggy, LLC:

**Submitted By:** Cheri Elliott – Planning & Community Development

**Item Type:** Quasi-Judicial

**Presenter of Item:** Jason Litteral

**Board Action:** Action

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**Brief Description of Agenda Item:**

Request for an Auto Sales and Rentals Use Permit to sell and rent low speed electric vehicles at 8295 Caratoke Highway, Powells Point, Tax Map 124C, Parcel 4, Poplar Branch Township.

**Planning Board Recommendation:**

**Staff Recommendation:**

**TRC Recommendation:** Approval with Conditions



## Use Permit Application

### OFFICIAL USE ONLY:

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

### Contact Information

#### APPLICANT:

Name: NC BEACH BUGGY LLC  
 Address: 200 S. MAIN ST  
SUFFOLK, VA 23434  
 Telephone: 252-260-5700  
 E-Mail Address: BRANDON@NCBEACHBUGGIES.COM

#### PROPERTY OWNER:

Name: KENT HARVIN  
 Address: 8295 CARATOKE HWY  
POWELLS POINT, NC 27966  
 Telephone: 480-653-7664  
 E-Mail Address: HARVINKENT@GMAIL.COM

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: TENANT

### Property Information

Physical Street Address: 8295 CARATOKE HWY POWELLS POINT, NC 27966  
 Location: POWELLS POINT  
 Parcel Identification Number(s): 124C00000040000  
 Total Parcel(s) Acreage: .92  
 Existing Land Use of Property: OFFICE STRIP COMMERCIAL / AUTO RENTALS

### Request

Project Name: NC BEACH BUGGY, LLC  
 Proposed Use of the Property: AUTO SALES & RENTALS  
 Deed Book/Page Number and/or Plat Cabinet/Slide Number: 847 / 15 / B / 238  
 Total square footage of land disturbance activity: 0  
 Total lot coverage: 9,399 SQFT (25.3%) Total vehicular use area: ALL EXISTING NO CHANGE  
 Existing gross floor area: 8400 SQFT Proposed gross floor area: NO CHANGE

### Community Meeting

Date Meeting Held: 1/22/2021 @ 5:30pm Meeting Location: 8295 CARATOKE HWY POWELLS POINT, NC 27966

Attachment: 1 nc-beach-buggy-app-21mar10 (PB 21-07 NC Beach Buggy, LLC)

Purpose of the Use Permit and Project Narrative (please provide on additional paper if needed):  
**THE BUSINESS IS NC BEACH BUGGY, LLC AND THE PURPOSE IS TO**  
**BE A LICENSED AUTOMOBILE DEALERSHIP AND WILL SELL & RENT LOW SPEED ELECTRIC VEHICLES.**  
**NO CHANGES WILL BE MADE TO THE BUILDING OR LAND. CARS WILL BE STORED**  
**AND DISPLAYED PRIMARILY IN OUR INDOOR SHOWROOM.**

The applicant shall provide a response to the each one of the following issues. The Board of Commissioners must provide specific findings of fact based on the evidence submitted. All findings shall be made in the affirmative for the Board of Commissioners to issue the use permit.

- A. The use will not endanger the public health or safety.

**THE USE WILL NOT BE A DANGER TO THE PUBLIC HEALTH OR SAFETY**  
**AS IT IS LOCATED IN AN EXISTING COMMERCIAL BUILDING**  
**IN THE GENERAL DISTRICT ZONING AREA.**

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

THE LOCATION IS SURROUNDED BY SIMILAR USES (FIRST FLIGHT MOTORCYCLES, MOTORCYCLE DEALER IS AN ABUTTING LAND).

THE LOCATION ALREADY HAS A USE PERMIT FOR AUTOMOBILE RENTALS (WHEELZ OF STEEL, LLC).

**THEREFORE WILL NOT INJURE THE VALUE OF ADJOINING LANDS.**

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

THE 2006 LAND USE PLAN CLASSIFIES THIS SITE AS FULL SERVICE WITHIN THE POINT HARBOR SUBAREA.

THE PROPOSED USE IS IN KEEPING WITH THE POLICIES OF THE PLAN, INCLUDING POLICIES ED1 & ED4

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

**THERE WILL BE NO EFFECT ON THE SCHOOL SYTEM.**

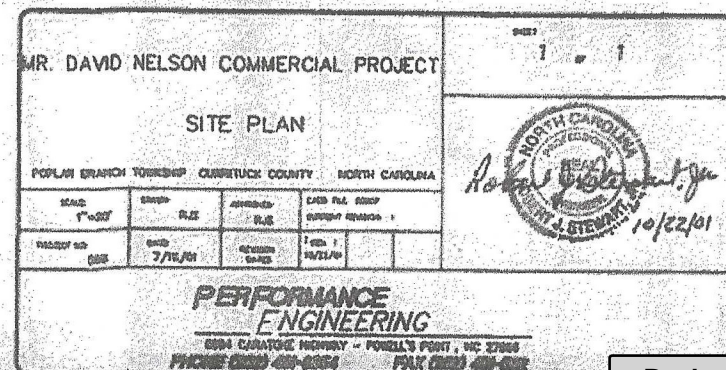
**CURRITUCK COUNTY HAS ADEQUATE PUBLIC FACILITIES TO SERVE THIS USE.**

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief. Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

Property Owner(s)/Applicant\*

Date

\*NOTE: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants a signature is required for each.



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**STAFF REPORT**  
**PB 21-07 NC BEACH BUGGY**  
**USE PERMIT**  
**BOARD OF COMMISSIONERS**  
**APRIL 19, 2021**

### APPLICATION SUMMARY

<b>Property Owner:</b> Kent Harvin	<b>Applicant:</b> NC Beach Buggy, LLC
<b>Case Number:</b> PB 21-07	<b>Application Type:</b> Use Permit
<b>Parcel Identification Number:</b> 124C00000040000	<b>Existing Use:</b> Office
<b>Land Use Plan Classification:</b> Full Service	<b>Parcel Size (Acres):</b> 0.92 Acres
<b>Request:</b> Use Permit – Automobile Sales and Rental	<b>Zoning:</b> General Business

### SURROUNDING PARCELS

	Land Use	Zoning
North	Retail/First Flight Motorcycles	General Business
South	Contractor Services/ Norris Mechanical	General Business
East	Single Family Dwelling	General Business
West	Single Family Dwelling	Agriculture

### APPLICANT NARRATIVE

The business is NC Beach Buggy, LLC and the purpose is to be a licensed automobile dealership. We will sell and rent low speed electric vehicles. No changes will be made to the building or land. Cars will be stored and displayed primarily in our indoor showroom.

### STAFF ANALYSIS

The applicant is requesting a use permit to establish a low-speed electric vehicle sales and rental business in the General Business (GB) zoning district. The use will be established in an existing multi-tenant office building. The applicant has indicated there will be no outdoor storage or display of vehicles or other items, and that all vehicles will be kept inside the building. Any outdoor display or storage will require modification of the use permit and compliance with the Unified Development Ordinance.

There is an existing vehicle sales and rental business (Wheelz of Steel) located in the same multi-tenant office building. Wheelz of Steel was granted a use permit in October of 2019.

### COMMUNITY MEETING

A community meeting was held on January 22, 2021 at 5:30 pm at the subject property. No one from the community attended the meeting. Only the applicant and county staff were present. A summary of the community meeting is provided in the packet.

**INFRASTRUCTURE**

Water	Public
Sewer	Septic
Landscaping	There will be no change to the existing landscaping

There is adequate existing parking for each unit in the multi-tenant building. There are 15 spaces required and 22 space provided. The applicant is proposing to keep all vehicles inside a building. The proposed use will not adversely impact the available on-site parking.

**RECOMMENDATIONS****TECHNICAL REVIEW COMMITTEE**

The Technical Review Committee recommends **adoption** of the use permit subject to the following conditions of approval:

1. The application complies with all applicable review standards of the UDO provided the following outstanding items are addressed:
  - a. There are no outstanding items.
2. The conditions of approval necessary to ensure compliance with the review standards of the UDO and to prevent or minimize adverse effects of the development application on surrounding lands include:
  - a. **Outdoor storage and display of vehicles is prohibited. All items shall be kept inside the building at all times.**

**USE PERMIT REVIEW STANDARDS**

**A use permit shall be approved on a finding that the applicant demonstrates the proposed use will meet the below requirements. It is staff's opinion that the evidence in the record, prepared in absence of testimony presented at a public hearing, supports the preliminary findings.**

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

Preliminary Applicant Findings:

1. The use will not be a danger to the public health or safety as it is located in an existing commercial building in the General Business zoning district. The business consists of the sales and rental of low-speed electric vehicles.

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

Preliminary Applicant Findings:

1. The location is surrounded by similar uses in the general business zoning district and therefore will not injure the value of abutting lands. There is an existing automobile sales and rental business located on the same property.

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

Preliminary Staff Findings:

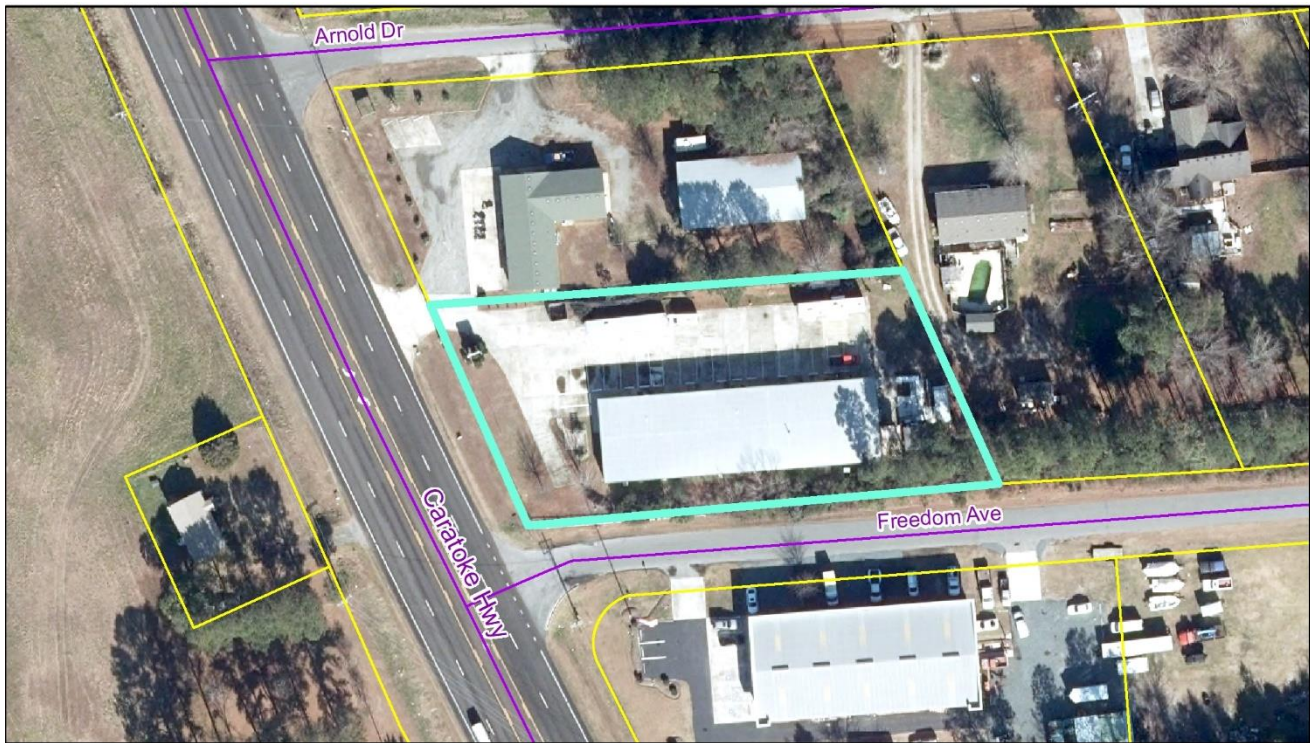
1. The 2006 land Use Plan classifies this site as Full Service within the Point Harbor Subarea. The proposed use is in keeping with the policies of the plan, including Policies ED1 and ED4

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

**Preliminary Staff Findings:**

1. There will be no effect on the school system. Currituck County has adequate public facilities to serve this use.

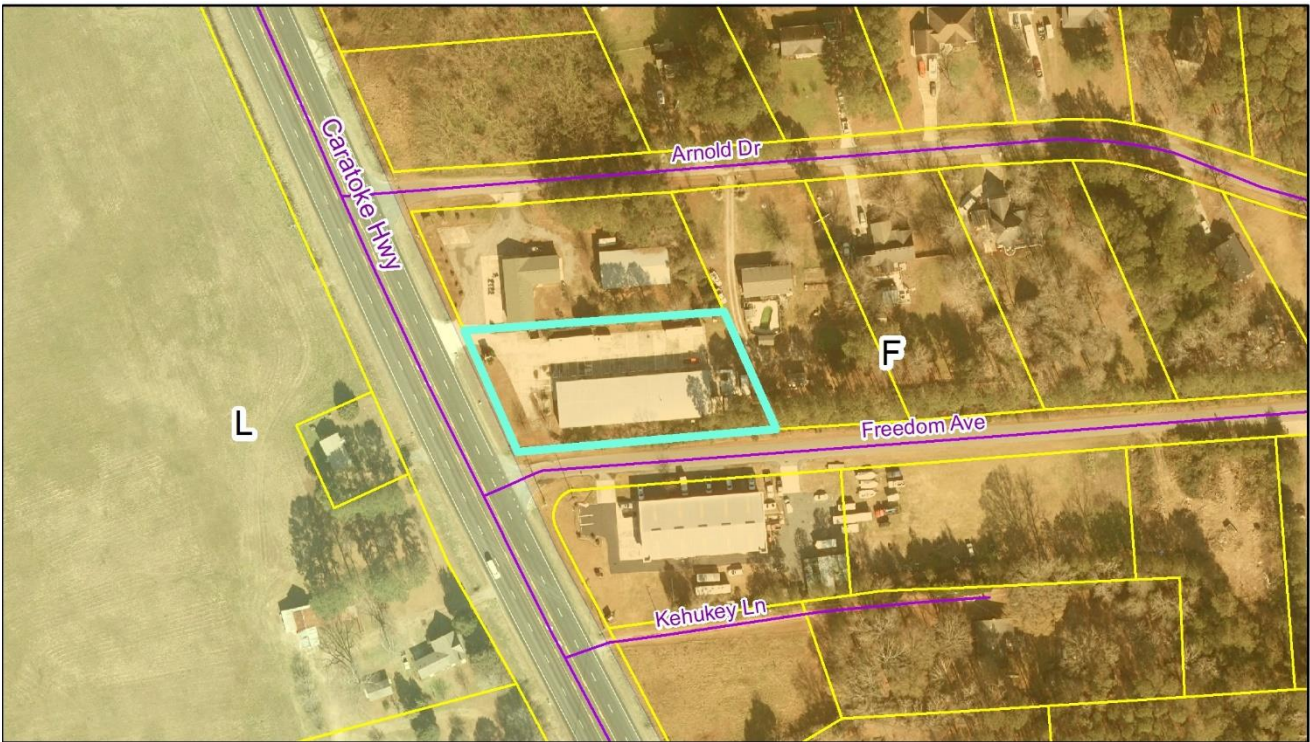
THE APPLICATION AND RELATED MATERIALS ARE AVAILABLE ON THE COUNTY'S WEBSITE  
Board of Commissioners: [www.co.currituck.nc.us/board-of-commissioners-minutes-current.cfm](http://www.co.currituck.nc.us/board-of-commissioners-minutes-current.cfm)



NC Beach Buggies  
8295 Caratoke Hwy  
Aerial



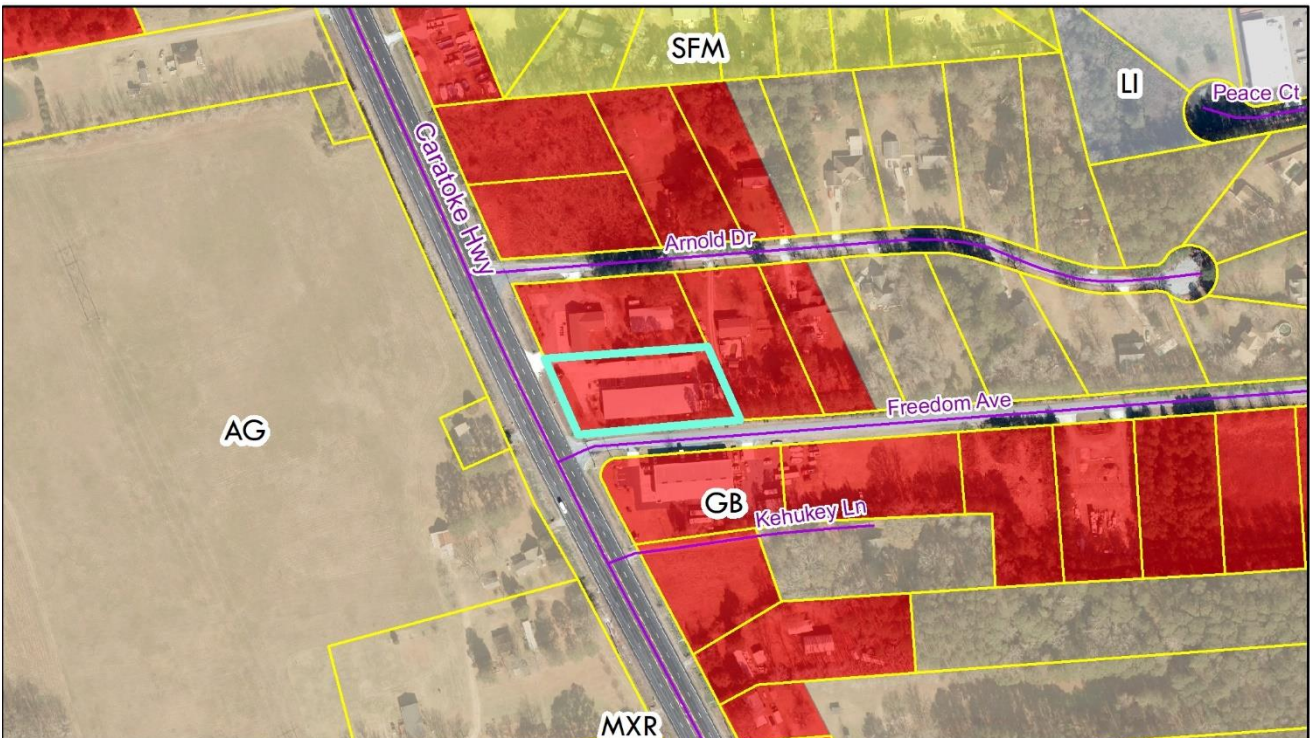
Currituck County  
Planning and Community  
Development



NC Beach Buggies  
8295 Caratoke Hwy  
Land Use Plan Classes



Currituck County  
Planning and Community  
Development



NC Beach Buggies  
8295 Caratoke Hwy  
Zoning



Currituck County  
Planning and Community  
Development

NC BEACH BUGGY, LLC  
8295 Caratoke Hwy  
Powells Point, NC, 27966

Currituck County Planning & Zoning ,  
153 Courthouse Rd Suite 110  
Currituck, NC 27929

NC Beach Buggy LLC, is applying for an auto dealer Use Permit with the county of Currituck for the building located at 8295 Caratoke Hwy Powells Point, NC 27966.

You are receiving this letter as our official notice to you and your invitation to attend our community meeting regarding our application for a Use Permit with the county of Currituck. This meeting is to give you and other members of the surrounding community a chance to have questions or concerns addressed by us and the county of Currituck.

The purpose of our business is the rental & sale of new low speed electric vehicles. We will be the authorized Star EV dealer for the outer banks and surrounding area. No changes will be made to the exterior or interior of the building for our use. Our vehicles will be stored and displayed for sale in our indoor showroom.

We encourage you to attend the meeting at the time and place below. If you cannot attend you may also email or call us and we will be happy to answer any questions or concerns you may have.

Community Meeting Details:

Meeting Location: 8295 Caratoke Hwy Powells Point, NC 27966  
Meeting Date & Time: January 22, 2021 at 5:30pm



Email Address: [Brandon@Ncbeachbuggies.com](mailto:Brandon@Ncbeachbuggies.com)  
Phone Number: 252-260-5700

Sincerely,  
Brandon Reed  
NC Beach Buggy LLC



## NC Beach Buggies Community Meeting

DATE: 1/22/21 @ 5:30 pm

NAME:Brandon Reed  
JASON LITTEALSignature  


NC Beach Buggy LLC  
Community Meeting Notes

Meeting was held At:  
8295 Caratoke Hwy Powells Point, NC 27966  
January 22, 2021


Meeting Began at 5:30pm.

Brandon Reed with NC Beach Buggy LLC & Jason Litteral with Currituck County were the only attendees.

No Questions or concerns were raised.

The meeting ended and 6:00 pm.

By:



Brandon Reed / member  
NC Beach Buggy LLC



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3099)

**Agenda Item Title:** Board of Adjustment

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

Commissioner J. Owen Etheridge will submit a nominee to serve on the Board of Adjustment. The new member would sit as first alternate.

**Potential Budget Affect:** N/A

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

**BOARD OF ADJUSTMENT**  
**3-Year Terms**

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

**Must be Replaced**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3097)

**Agenda Item Title:** Budget Amendments

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

Budget amendments for Board consideration.

**Potential Budget Affect:** Please see backup documents for explanation and line item/budget affects.

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

Number 20210111

## BUDGET AMENDMENT

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10410-521000	Equipment lease	\$ 2,600	
10410-561000	Professional Services		\$ 2,600
		<hr/>	<hr/>
		<u>\$ 2,600</u>	<u>\$ 2,600</u>

**Explanation:** Administration (10410) - Transfer budget funds for initial term of postage machine renewal.

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

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

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

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

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)

Number 20210112

**BUDGET AMENDMENT**

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10550-545000	Contracted Services		\$ 27,000
10550-516000	Repairs Maintenance	\$ 6,000	
10550-532000	Supplies	\$ 4,000	
10550-557100	Software License	\$ 117	
10550-590000	Capital Outlay	\$ 16,783	
10550-561000	Professional Services	\$ 100	
		<u>\$ 27,000</u>	<u>\$ 27,000</u>

**Explanation:** Airport (10550) - Transfer budgeted funds for operations and to purchase a Ground Power Unit (GPU) for the airport.

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

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

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Clerk to the Board

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)

Number

20210113

## BUDGET AMENDMENT

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10750 - 511010	Data Transmission		\$ 5,650
10750 - 514000	Travel		\$ 10,000
10750 - 526000	Advertising	\$ 320	
10750 - 561000	Professional Services	\$ 40,830	
10750 - 590000	Capital Outlay		\$ 5,500
10760 - 561000	Professional Services		\$ 20,000
		<u>\$ 41,150</u>	<u>\$ 41,150</u>

**Explanation:** Social Services Administration (10750); County Administration (10760) - Increase Advertising line to cover legally mandated additional advertising expense. Increase Professional Services line to cover legal expenses associated with two child welfare cases before the NC Court of Appeals.

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

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Clerk to the Board

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)

Number 20210114

**BUDGET AMENDMENT**

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
50511-590001	Jail Sewer Connection to MCP	\$ 27,000	
50380-481000	Investment Earnings		\$ 27,000
		<u>\$ 27,000</u>	<u>\$ 27,000</u>

**Explanation:** County Governmental Construction - Jail Sewer Connection to Maple Commerce Park Sewer (50511) - Increase appropriations to abandon the lagoon for the old sewer at the detention center.

**Net Budget Effect:** County Governmental Construction Fund (50) - Increased by \$27,000.

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Clerk to the Board

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)

Number 20210115

## BUDGET AMENDMENT

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10510-516200	Vehicle Maintenance	\$ 60,000	
10510-506000	Health Insurance		\$ 47,183
10510-590000	Capital Outlay		\$ 12,817
		<u>\$ 60,000</u>	<u>\$ 60,000</u>

**Explanation:** Sheriff (10510) - Transfer budgeted funds for vehicle maintenance for the remainder of this fiscal year for the Sheriff's Department.

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

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

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)

Number 20210115A

## BUDGET AMENDMENT

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10950-510000	Project Graduation	\$ 5,000	
10390-499900	Appropriated Fund Balance		\$ 5,000
		<u>\$ 5,000</u>	<u>\$ 5,000</u>

**Explanation:** Agency Appropriations (10950) - Increase appropriations for Project Graduation line item to carry-forward funding from FY 2020 budget to assist with the 2020-2021 school year prom for Currituck County High School and Knapp Early College. There was no 2020 Project Graduation due to COVID19.

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

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Clerk to the Board

Attachment: BAs\_April 19\_General Meeting\_Amended (Budget Amendments)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3098)

**Agenda Item Title:** Personnel Policy Revisions to Remove Special Considerations Related to Covid-19

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

**Return Personnel Policy to reflect original language prior to the institution of Federal leave and sick policies related to Covid-19.**

**Potential Budget Affect:** N/A

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

- C. Except in cases of emergency, Employees must notify their immediate supervisor of all requests for sick leave before the leave is taken, or an employee must call the immediate supervisor at or prior to their schedule starting time for that day. Sick leave may only be taken with the approval of the immediate supervisor.
- D. The employee's Department Head or the County Manager may require a statement from the physician, or other acceptable proof, that the employee was unable to report for work as a condition of approving sick leave. At the expiration of an authorized sick leave period of 90 days or more, the employee's Department Head or County Manager may require a fitness-for-duty examination at the County's expense, to determine whether the employee is able to resume normal duties.
- E. Unused sick leave is allowed as creditable service at the time of retirement to employees who are members of the North Carolina Local Government Employee's Retirement System. One month of credit is allowed for each twenty (20) days of unused sick leave when an employee retires, and an additional month is credited for any part of twenty (20) days unused sick leave left over.
- F. Employee must notify County of any unused sick leave earned from another North Carolina governmental agency. The total number of days accepted as transferred will be added to the record after completion of the six months probationary period. Verification of accumulated sick leave must be received in writing from the previous employer.
- G. Employees who retire or resign with the County shall lose all sick leave credits. No employee shall be paid for any accrued sick leave if the employee leaves employment for any reason.
- ~~H. During a National State of Emergency in effect for the 2019 Novel Coronavirus (COVID-19) employees can take sick leave for any reason. Sick leave will be advanced in situations where an employee does not have an accrued sick leave balance. Once the National State of Emergency is not in effect employees will be required to pay back any advanced sick leave time. Shared leave will be suspended for all reasons during the National State of Emergency. If an employee leaves employment while owing advanced sick leave the amount will be deducted from vacation and compensatory time.~~
- ~~I. The Families First Coronavirus Response Act (FFCRA) is a law which has different acts with the shared goal of providing relief to those who have been or will be adversely affected economically by the COVID-19 pandemic. The Act is effective from 4/1/2020-12/31/2020. If an employee has available work, either under normal circumstances at the normal worksite or by means of telework, and becomes unable to work due to the qualifying reasons set forth~~

~~in the FFCRA then he or she would be eligible to receive either Emergency Family and Medical Leave or Emergency Paid Sick Leave. These two parts are outlined below:~~

- ~~1. The Emergency Family and Medical Leave Expansion Act covers all employees who have been employed for thirty days. Employees may take up to 12 weeks of leave when “an employee is unable to work or telework due to a need for leave to care for son or daughter under 18 years of age if the school or place of care has been closed, or the child care provider is unavailable due to an emergency with respect to COVID-19 as declared by a federal, state or local authority.~~

~~—The first ten days of emergency FMLA are unpaid but an employee may choose to use any accrued paid leave during the first ten days of emergency FMLA leave. After the first 10 days of Emergency Family Leave an employee will be required to use accrued compensatory time, sick time and/or vacation time to run concurrently with Emergency Family Leave. Employees may use their maximum of 80 hours of emergency paid sick leave instead of accrued leave. See below.~~

- ~~2. The Emergency Paid Sick Leave Act covers all employees. All full-time employees are entitled to a maximum of 80 hours of emergency paid sick leave. Part-time and temporary employees are also eligible for emergency paid sick leave and the amount of leave will be calculated on a case-by-case basis. The circumstances an employee qualifies for emergency paid sick leave are:~~

- ~~a. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19;~~
- ~~b. The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19;~~
- ~~c. The employee is showing symptoms of COVID-19 and is seeking but has not yet received a medical diagnosis;~~
- ~~d. The employee is caring for someone subject to a federal, state or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare provider to self-quarantine for COVID-19 related reasons; or~~
- ~~e. The employee is caring for his or her son or daughter because the child's school or childcare facility has been closed or the childcare provider is no longer available because of a COVID-19 related reason.~~

~~— It is up to the employee to decide whether to use emergency paid sick leave before any other form of accrued paid leave the employee has. Currituck County may not require an employee to use accrued sick, vacation or personal leave or, for nonexempt employees only, accrued comp time before using emergency paid sick leave. Any accrued paid time off previously earned by an employee may not run concurrently with emergency paid sick leave.~~

~~Other information regarding each act, FICA deductions, etc. may found at the following link: <https://www.dol.gov/agencies/whd/pandemic/ffera-questions>.~~

## **Section 607 Leave without Pay**

- A. Leave without pay may be granted for up to six (6) months by the County Manager upon recommendation of the Department Head. Upon returning to duty after being on leave without pay, the employee shall be guaranteed a position of the same classification and pay. Failure to report for duty at the expiration of the leave without pay period, unless an extension has been granted, shall be considered a resignation.
- B. Vacation, holiday and sick leave credits will not be accrued during leave without pay. Longevity eligibility date will be extended by the same length of days (partial days shall revert to whole days) the employee was on leave without pay. Individual hospitalization and dental insurance provided for the employee by the employer during regular pay will not be provided as employer expense benefits during leave without pay, unless the employee is on FMLA leave or on the payroll a minimum of half the working days during the calendar month. The employee, however, may continue to be eligible for any benefit(s) under the County's group plans, subject to regulations adopted by the Board of Commissioners and the respective group carriers.
- C. The employee must apply in writing to the Department Head for leave without pay. The employee is obligated to return to work within or at the end of the time granted. Requests for leaves of absence without pay will be submitted to the County Manager as far in advance as possible.



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3103)

**Agenda Item Title:** Resolution and Agreement to set up Trust Account for Other Post Employment Benefits (OPEB) Funds

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

Consideration for approval of Resolution and associated Agreement to set up the trust account for employee post-employment benefits other than pension.

**Is this item regulated by plan, regulation or statute?**

**Manager Recommendation:**

## RESOLUTION TO ESTABLISH AN OPEB TRUST AND PARTICIPATE IN AGPIP

WHEREAS, the **Board of Commissioners (the Board)** of the **County of Currituck (the County)** wishes to establish a Local Government Other Post-Employment Benefits Trust ("OPEB Trust") pursuant to N.C.G.S. § 159-30.1 for the purpose of paying post-employment benefits for which the **County** is liable;

WHEREAS, the OPEB Trust will be an irrevocable trust, and the assets of the OPEB Trust will not be subject to the claims of the **County's** creditors;

WHEREAS, the **Board** wishes to invest assets from the OPEB Trust in the Ancillary Governmental Participants Investment Program ("AGPIP") established by the Treasurer of the State of North Carolina (the "Treasurer");

WHEREAS, the **Board** has determined that it is advisable and in the best interests of the **County** to contribute assets from the OPEB Trust to AGPIP, as provided in the Deposit Agreement between the **County** and the Treasurer, which is attached to this resolution as Attachment 2 (the "Deposit Agreement").

NOW, THEREFORE, BE IT RESOLVED, that

The OPEB Trust is established by adoption of the trust agreement in Attachment 1 to this resolution;

The person serving in the Finance Director position at the **County** is appointed the Plan Administrator pursuant to the provisions of the trust agreement for the OPEB Trust;

The OPEB Trust is established for the purpose of paying post-employment benefits for which the **County** is liable;

The trustee(s) of the OPEB Trust is/are determined and selected as follows: County Manager, County Attorney and Finance Director.

The OPEB Trust shall participate in AGPIP pursuant to the terms and conditions of the Deposit Agreement;

The initial contribution of the OPEB Trust to AGPIP shall be \$ 500,000 (the "Contribution").

The Plan Administrator and the following officers, managers, and/or representatives of the **County** (collectively, the "Authorized Representatives") are authorized and directed to execute and deliver the Deposit Agreement, to take any other actions deemed necessary or appropriate to consummate the transactions provided for therein, and to cause the Contribution to be made:  
Deputy Finance Director;

The Authorized Representatives, acting on behalf of the **County**, are authorized to take all such actions as they may deem necessary or appropriate to give effect to the foregoing resolutions; and

All actions heretofore taken by any of the Authorized Representatives acting on behalf of the **County** in furtherance of the foregoing resolutions are hereby ratified, adopted, approved, and confirmed in all respects.

Approved by the **Currituck County Board of Commissioners**, this 19<sup>th</sup> day of April, 2021.

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**Michael H. Payment, Chairman**

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**Leeann Walton, Clerk to the Board**  
**County of Currituck Board of Commissioners**

**AGREEMENT ESTABLISHING  
COUNTY OF CURRITUCK  
OTHER POST-EMPLOYMENT BENEFITS TRUST**

This **Trust Agreement** is entered into as of the 19<sup>th</sup> day of April, 2021 (**hereinafter “Effective Date”**), by and between County of Currituck, North Carolina (**hereinafter the “Employer”**) and County of Currituck Other Post-Employment Benefits Trust (the **“Trustee”**).

**RECITALS:**

**WHEREAS**, the governing body of the Employer adopted a resolution dated April 19, 2021 adopting this trust agreement.

**WHEREAS**, the Employer wishes to establish a trust pursuant to Section 159-30.1 of the North Carolina General Statutes, to be known as the “County of Currituck Other Post-Employment Benefits Trust (hereinafter the **“Trust”**)”, for the purpose of funding its obligation to provide post-employment benefits other than pension benefits, as required to be reported under GASB 75.

**WHEREAS**, this Trust is established by the Employer with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the Regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

**WHEREAS**, Employer has appointed the Trustee as trustee of the Trust, and the Trustee has accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

**NOW THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1** “**Assets**” shall mean all contributions and transfers of assets received into the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.2** “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.3** “**Employer’s Agent**” shall mean an individual or entity appointed by the Employer to act in such matters as are specified in the appointment.
- 1.4** “**GASB 75**” shall mean Statement Number 75 issued by the Governmental Accounting Standards Board, regarding the reporting of OPEB Obligations.
- 1.5** “**Investment Advisory Committee**” shall mean a group of qualified private and public sector employees selected by the Employer that will be responsible for establishing and maintaining broad policies and objectives for all aspects of the Trust investments. The committee will review and approve the development or revision of all matters concerning Trust investments. Investment matters addressed by the Investment Advisory Committee shall be communicated to the Employer, and the Employer shall communicate in writing to the Trustee any such investment matters necessary for the Trustee to fulfill its duties

hereunder.

- 1.6** “**OPEB**” shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to retirees, other than pension benefits.
- 1.7** “**OPEB Obligation**” shall mean an Employer’s obligation to provide post-employment health care and welfare benefits to its “eligible employees” as specified in such Employer’s written policies, the Plan and/or applicable collective bargaining agreements.
- 1.8** “**Plan**” shall mean the plan document adopted by the Employer for the purpose of documenting the Employer’s OPEB Obligations and governing the Employer’s satisfaction thereof, a copy of which is attached here as Exhibit A.
- 1.9** “**Plan Administrator**” shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Plan and Trust.
- 1.10** “**Qualified Investments**” shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
- (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
  - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
  - (3) Obligations of the State of North Carolina.
  - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
  - (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
  - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
  - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i)

incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

- (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to Section 147-69.3 of the North Carolina General Statutes.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
  - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;

- (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
  - (c) Such securities are free and clear of any adverse third party claims; and
  - (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.
- (13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.
- (14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.
- 1.11 “Registered Investment Advisor”** shall mean any Registered Investment Advisor as defined by Securities and Exchange Commission regulations appointed by the Employer or Plan Administrator who has entered into a consulting or management agreement with the Employer for investing the Assets of the Trust.

## ARTICLE II THE TRUST

### 2.1 Purpose

The purpose of the Trust is to hold assets from which to satisfy the Employer’s commitment to provide post-employment benefits (other than pension benefits), as offered by the Employer to its employees in accordance with the Employer’s policies and/or applicable collective bargaining agreements.

### 2.2 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Employer shall be responsible for Plan-level accounting for OPEB.

### 2.3 No Diversion of Assets

The Assets in the Trust shall be held in trust for the exclusive purpose of providing OPEB to eligible employees of the Employer and defraying the reasonable administrative and

actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

## **2.4 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets under the Trust are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of the Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Employer nor its officers, employees, agents or volunteers are liable hereunder.

## **ARTICLE III ADMINISTRATIVE MATTERS**

### **3.1 Certification to Trustee**

The governing body of the Employer, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the Plan Administrator and Employer's Agent, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized official or governing body of the Employer. The Trustee shall have no liability if it acts upon the direction of a Plan Administrator or the Employer's Agent that has been duly authorized hereunder even if that the Plan Administrator or the Employer's Agent is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

### **3.2 Removal of Trustee**

The Employer may remove the Trustee. Such action must be in writing and delivered to the Trustee by giving at least ninety (90) days' prior written notice to the Trustee.

### **3.3 Resignation of Trustee**

The Trustee may resign as trustee of the Trust at any time by giving at least ninety (90) days' prior written notice to the Employer and the Plan Administrator. The Employer's appointment of a successor trustee to the Trust will vest the successor trustee with title to the Assets of its Trust upon the successor trustee's acceptance of such appointment.

### **3.4 Plan Administrator**

The governing body of the Employer shall have plenary authority for the administration and investment of the Trust pursuant to applicable state law and applicable federal laws

and regulations. The Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Trust. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and shall be effective until the Trustee is furnished with a resolution of the Employer that the appointment has been modified or terminated.

### **3.5 Failure to Appoint Plan Administrator**

If the Employer does not appoint a Plan Administrator, or if such appointment lapses, the Employer shall be deemed to be the Plan Administrator.

### **3.6 Employer's Agent**

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to Employer's Agent to act in those matters specified in the delegation. Any such delegation must be in writing that names and identifies the Employer's Agent, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator and is acknowledged in writing by the Employer's Agent and certified as required in Section 3.1.

### **3.7 Notice**

Effective notice hereunder shall be delivered via United States Mail or other reliable means of delivery, including via telecopy, electronic mail or overnight delivery service, to the following:

#### **EMPLOYER:**

County of Currituck  
153 Courthouse Rd, Suite 102  
Currituck, North Carolina 27929

Attention: Sandra Hill, Finance Director

#### **PLAN ADMINISTRATOR:**

Finance Director  
County of Currituck  
153 Courthouse Rd, Suite 102  
Currituck, North Carolina 27929

#### **TRUSTEE:**

County Manager  
County Attorney

## ARTICLE IV THE TRUSTEE

### 4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part hereof in Qualified Investments pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;
- (d) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- (e) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

## 4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- (a) To pay administrative fees as directed by the Plan Administrator;
- (b) To invest funds pending required directions in a designated account as directed by the Investment Advisory Committee or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;
- (c) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;
- (d) To appoint a custodian with respect to the Trust Assets;
- (e) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (f) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust.

(k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator.

(l) To act upon proper written directions of the Employer, Plan Administrator or Employer's Agent;

(m) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;

(n) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons,

(o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

## **ARTICLE V INVESTMENTS**

### **5.1 Trust Investments**

The Employer and the Investment Advisory Committee, if any, shall have responsibility to select Qualified Investments for the Trust Assets. The Employer and the Investment Advisory Committee, if any, may appoint a Registered Investment Advisor to the Trust by executing a written consulting or management agreement with said Registered Investment Advisor.

### **5.2 Trustee Fees**

As may be agreed upon, in writing, between the Employer and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Trust. The Trustee shall be entitled to receive its fees and expenses when due directly from the Trust. Notwithstanding the foregoing, any Trustee who is an employee of the Employer shall receive no fee for service as a Trustee hereunder.

### **5.3 Contributions**

Eligible employees may be permitted to make contributions to the Trust, subject to approval of the Plan Administrator. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trust. Such contributions shall be in cash, unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustee by the Plan Administrator are in compliance with the Employer's policies and/or collective bargaining agreements and/or applicable state law, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Plan Administrator; nor shall the Trustee be responsible for the

collection or adequacy of the contributions to meet the Employer's OPEB Obligation, as may be determined under GASB 75. The contributions received by the Trustee from the Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Employer and Plan Administrator. The Trustee shall, at the direction of the Plan Administrator, submit such valuations, reports or other information as the Plan Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements**

(a) Periodically as specified, and within sixty (60) days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Plan Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Plan Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Plan Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

#### **5.6 Exclusive Benefit**

The Assets of the Trust shall be held in trust for the exclusive purpose of providing OPEB to the eligible employees of the Employer pursuant to the Employer's policies and/or applicable collective bargaining agreements, and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose.

## ARTICLE VI FIDUCIARY RESPONSIBILITIES

### 6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

### 6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

- (a) Solely in the interest of the eligible employees and for the exclusive purpose of providing OPEB to eligible employees, and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

### 6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the state law applicable to this Trust Agreement:

- (a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary;
- (b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law; and
- (c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

### 6.4 Indemnification

The Trustee shall not be liable for, and the Employer shall indemnify, defend and hold the Trustee harmless from and against any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of the Employer's duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Employer shall indemnify and hold the Trustee harmless from and against any claims, demands, loss, costs, expense or liability

arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the Regulations issued or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

## **ARTICLE VII AMENDMENT, TERMINATION AND MERGER**

### **7.1 No Obligation to Continue Trust**

Continuance of the Trust and continuation of the Employer's policies and/or applicable collective bargaining agreements that provide OPEB are not assumed as contractual obligations of the Employer.

### **7.2 Amendments**

(a) The Trust Agreement may only be amended or terminated as provided herein. The Employer shall have the right to amend this Trust Agreement from time to time, and to similarly amend or cancel any amendments. A copy of all amendments shall be delivered to the Trustee and Plan Administrators promptly as each is made.

(b) Such amendments shall be set forth in an instrument in writing executed by the Employer and the Trustee. Any amendment may be current, retroactive or prospective; provided, however, that no amendment shall:

- (1) Cause the Assets of any Trust to be used for or diverted to purposes other than for the exclusive benefit of eligible employees of the Employer or for the purpose of defraying the reasonable expenses of administering such Trust;
- (2) Have any retroactive effect so as to reduce the benefits of any eligible employees as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law; or
- (3) Change or modify the duties, powers or liabilities of the Trustee hereunder without its consent.

### **7.3 Termination of the Plan**

A termination of the Employer's obligation to provide OPEB pursuant to the Employer's policies and/or applicable collective bargaining agreements for which the Trust was established shall not, in itself, effect a termination of the Trust. Upon any termination of the Employer's obligation to provide OPEB pursuant to the Employer's policies and/or applicable collective bargaining agreements, the Assets of the Trust shall be distributed by the Trustee when directed by the Plan Administrator. From and after the date of such termination and until final distribution of the Assets the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and

distribution of such assets and the Trust shall continue until the Assets have been completely distributed in accordance with the Employer's policies and/or applicable collective bargaining agreements.

#### **7.4 Fund Recovery Based on Mistake of Fact**

Except as hereinafter provided, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purposes of providing post-employment health care and welfare benefits to eligible employees and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition precedent to such repayment, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

#### **7.5 Termination**

The Trust may be terminated only by the Employer. Such action must be in writing and delivered to the Trustee in accordance with the terms of this Trust Agreement.

### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

#### **8.1 Nonalienation**

Eligible employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an eligible employee or any other party. Trust Assets shall not be subject to the claims of the Employer or the claims of its creditors.

#### **8.2 Saving Clause**

In the event any provision of this Trust Agreement and each Trust are held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement and/or Trust, but this instrument shall be construed and enforced as if said provision had never been included.

#### **8.3 Applicable Law**

This Trust Agreement shall be construed, administered and governed under the Code and the law of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to

more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

#### **8.4 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Employer) and charge the Trust. The Trustee shall be fully protected in relying on advice of such counsel.

#### **8.5 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

#### **8.6 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

#### **8.7 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Employer and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

**AGREED TO AND ACCEPTED** this 19<sup>th</sup> of April, 2021.

**TRUSTEE**

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

**EMPLOYER**

**COUNTY OF CURRITUCK,  
NORTH CAROLINA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Other Post-Employment Retirement Benefits**

All employees with a hire date through September 1, 2007 who are covered under the County's Group Health Plan and retiring from the County with at least ten years continuous creditable service with Currituck County and eligible for retirement benefits from the North Carolina Local Government Retirement System, are eligible for coverage under the County's Group Health Plan. Employees who have left full-time employment with Currituck County and returned to full-time County service with no longer than a ten (10) day break in service are eligible to contribute accumulated vacation time to account for the break in service. This accumulated vacation time contribution will be based on an hour-for-hour basis not to exceed eighty hours. The County will pay a pro rata share, according to the following schedule, of a retiree's individual coverage but in no instance shall the benefit cost exceed that of an active employee:

<b>NUMBER OF YEARS OF CREDITABLE CURRITUCK COUNTY SERVICE</b>	<b>PERCENTAGE OF COUNTY'S PARTICIPATION IN THE PLAN</b>
10 yrs. but less than 15 yrs	50% of active employee rate
10 yrs. but less than 15 yrs	75% of active employee rate
20 yrs. or more	100% of active employee rate

All employees hired after September 1, 2007 and before January 1, 2017 who are covered under the County's Group Health Plan and retiring from the County with at least twenty (20) years of continuous creditable service with Currituck County and eligible for retirement benefits from the North Carolina Local Government Retirement System, are eligible for coverage under the County's Group Health Plan at a County participation rate of one hundred (100) percent of the active employee rate. Employees hired on or after January 1, 2017 will not be eligible for County-paid insurance at retirement.

Retirees must accept or decline the County's Group Health Plan coverage within sixty (60) days of the day of retirement. Re-enrollment in the County's Group Health Plan after this time period is not optional.

Employee status of coverage will change when a retiree becomes eligible for Medicare. When this occurs, the County's Group Health Plan becomes secondary coverage to Medicare. Coverage will also be affected by a Health Plan provision in which retiree eligibility is amended.



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3104)

**Agenda Item Title:** Resolution and Agreement to set up Trust Account for Law Enforcement Officer Special Separation Allowance (LEOSSA)

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

Consideration for approval of Resolution and associated Agreement to set up account for funding of Special Separation benefit for Law Enforcement (LEOSSA).

**Is this item regulated by plan, regulation or statute?**

**Manager Recommendation:**

## RESOLUTION TO ESTABLISH A LEOSSA TRUST AND PARTICIPATE IN AGPIP

WHEREAS, the **Board of Commissioners (Board)** of the **County of Currituck (County)** wishes to establish a trust pursuant to N.C.G.S. § 159-30.2 for the purpose of paying law enforcement officer special separation allowance benefits for which the **County of Currituck** is liable ("LEOSSA Trust");

WHEREAS, the LEOSSA Trust will be an irrevocable trust, and the assets of the LEOSSA Trust will not be subject to the claims of the **County's** creditors;

WHEREAS, the **Board** wishes to invest assets from the LEOSSA Trust in the Ancillary Governmental Participants Investment Program ("AGPIP") established by the Treasurer of the State of North Carolina (the "Treasurer");

WHEREAS, the **Board** has determined that it is advisable and in the best interests of the **County** to contribute assets from the LEOSSA Trust to AGPIP, as provided in the Deposit Agreement between the **County** and the Treasurer, which is attached to this resolution as Attachment 2 (the "Deposit Agreement").

NOW, THEREFORE, BE IT RESOLVED, that

The LEOSSA Trust is established by adoption of the trust agreement in Attachment 1 to this resolution;

The person serving as the Finance Director at the **County** is appointed the Plan Administrator pursuant to the provisions of the trust agreement for the LEOSSA Trust;

The LEOSSA Trust is established for the purpose of paying law enforcement officer special separation allowance benefits for which the **County** is liable;

The trustee(s) of the LEOSSA Trust is/are determined and selected as follows:  
County Manager, County Attorney and Finance Director

The LEOSSA Trust shall participate in AGPIP pursuant to the terms and conditions of the Deposit Agreement;

The initial contribution of the LEOSSA Trust to AGPIP shall be \$500,000 (the "Contribution").

The Plan Administrator and the following officers, managers, and/or representatives of the **County** (collectively, the "Authorized Representatives") are authorized and directed to execute and deliver the Deposit Agreement, to take any other actions deemed necessary or appropriate to consummate the transactions provided for therein, and to cause the Contribution to be made:  
Deputy Finance Director;

The Authorized Representatives, acting on behalf of the **County**, are authorized to take all such actions as they may deem necessary or appropriate to give effect to the foregoing resolutions; and

All actions heretofore taken by any of the Authorized Representatives acting on behalf of the **County** in furtherance of the foregoing resolutions are hereby ratified, adopted, approved, and confirmed in all respects.

Approved by the **Board** of **County of Currituck**, this 19<sup>th</sup> day of April, 2021.

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**Michael H. Payment, Chairman**

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**Leeann Walton, Clerk to the Board**

**AGREEMENT ESTABLISHING  
COUNTY OF CURRITUCK  
LAW ENFORCEMENT OFFICERS SPECIAL SEPARATION ALLOWANCE TRUST**

This **Trust Agreement** is entered into as of the 19<sup>th</sup> day of April, 2021, (hereinafter “**Effective Date**”), by and between County of Currituck, North Carolina (hereinafter the “**Employer**”) and County of Currituck Law Enforcement Officers Special Separation Allowance (LEOSSA) Trust (the “**Trustee**”);

**RECITALS:**

**WHEREAS**, the governing body of the Employer adopted a resolution dated April 19, 2021 adopting this trust agreement;

**WHEREAS**, the Employer wishes to establish a trust pursuant to N.C.G.S. § 159-30.2, to be known as the ‘County of Currituck Law Enforcement Officers Special Separation Allowance Trust’ (hereinafter the “**Trust**”), for the purpose of funding its obligation to provide the separation allowance to law enforcements officers required by N.C.G.S. § 143-166.42;

**WHEREAS**, this Trust is established by the Employer with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the Regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

**WHEREAS**, Employer has appointed the Trustee as trustee of the Trust, and the Trustee has accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

**NOW THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1** “**Assets**” shall mean all contributions and transfers of assets received into the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.2** “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.3** “**Employer’s Agent**” shall mean an individual or entity appointed by the Employer to act in such matters as are specified in the appointment.
- 1.4** “**GASB Statements**” shall mean the statements issued by the Governmental Accounting Standards Board, including without limitation Statement No. 73, that apply to the Employer’s reporting of its Trust obligation.
- 1.5** “**Investment Advisory Committee**” shall mean a group of qualified private and public sector employees selected by the Employer that will be responsible for establishing and maintaining broad policies and objectives for all aspects of the Trust investments. The committee will review and approve the development or revision of all matters concerning

Trust investments. Investment matters addressed by the Investment Advisory Committee shall be communicated to the Employer, and the Employer shall communicate in writing to the Trustee any such investment matters necessary for the Trustee to fulfill its duties hereunder.

- 1.6 “**LEOSSA**” shall mean separation allowance that the Employer is required to pay to its law enforcements officers pursuant to N.C.G.S. § 143-166.42.
- 1.7 “**LEOSSA Obligation**” shall mean an Employer’s obligation to provide LEOSSA to its “eligible employees” as specified in N.C.G.S. § 143-166.42.
- 1.8 “**Plan**” shall mean the plan document adopted by the Employer for the purpose of documenting the Employer’s LEOSSA Obligations and governing the Employer’s satisfaction thereof, a copy of which is attached here as Exhibit A.
- 1.9 “**Plan Administrator**” shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Plan and Trust.
- 1.10 “**Qualified Investments**” shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
  - (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
  - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
  - (3) Obligations of the State of North Carolina.
  - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
  - (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
  - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
  - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve

bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

- (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to Section 147-69.3 of the North Carolina General Statutes.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
  - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;

- (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
  - (c) Such securities are free and clear of any adverse third party claims; and
  - (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.
- (13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.
- (14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.

**1.11 “Registered Investment Advisor”** shall mean any Registered Investment Advisor as defined by Securities and Exchange Commission regulations appointed by the Employer or Plan Administrator who has entered into a consulting or management agreement with the Employer for investing the Assets of the Trust.

## ARTICLE II

### **2.1 Purpose**

The purpose of the Trust is to hold assets from which to satisfy the Employer’s requirement to provide the separation allowance to law enforcements officers required by N.C.G.S. § 143-166.42.

### **2.2 Trustee Accounting**

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Employer shall be responsible for Plan-level accounting for LEOSSA.

### **2.3 No Diversion of Assets**

The Assets in the Trust shall be held in trust for the exclusive purpose of providing LEOSSA to eligible employees of the Employer and defraying the reasonable

administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

## **2.4 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets under the Trust are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of the Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Employer nor its officers, employees, agents or volunteers are liable hereunder.

# **ARTICLE III ADMINISTRATIVE MATTERS**

## **3.1 Certification to Trustee**

The governing body of the Employer, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the Plan Administrator and Employer's Agent, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized official or governing body of the Employer. The Trustee shall have no liability if it acts upon the direction of a Plan Administrator or the Employer's Agent that has been duly authorized hereunder even if that the Plan Administrator or the Employer's Agent is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

## **3.2 Removal of Trustee**

The Employer may remove the Trustee. Such action must be in writing and delivered to the Trustee by giving at least ninety (90) days' prior written notice to the Trustee.

## **3.3 Resignation of Trustee**

The Trustee may resign as trustee of the Trust at any time by giving at least ninety (90) days' prior written notice to the Employer and the Plan Administrator. The Employer's appointment of a successor trustee to the Trust will vest the successor trustee with title to the Assets of its Trust upon the successor trustee's acceptance of such appointment.

### 3.4 Plan Administrator

The governing body of the Employer shall have plenary authority for the administration and investment of the Trust pursuant to applicable state law and applicable federal laws and regulations. The Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Trust. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and shall be effective until the Trustee is furnished with a resolution of the Employer that the appointment has been modified or terminated.

### 3.5 Failure to Appoint Plan Administrator

If the Employer does not appoint a Plan Administrator, or if such appointment lapses, the Employer shall be deemed to be the Plan Administrator.

### 3.6 Employer's Agent

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to Employer's Agent to act in those matters specified in the delegation. Any such delegation must be in writing that names and identifies the Employer's Agent, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator and is acknowledged in writing by the Employer's Agent and certified as required in Section 3.1.

### 3.7 Notice

Effective notice hereunder shall be delivered via United States Mail or other reliable means of delivery, including via telecopy, electronic mail or overnight delivery service, to the following:

**EMPLOYER:**

County of Currituck  
153 Courthouse Rd, Suite 102  
Currituck, North Carolina 27929

Attention: Sandra Hill, Finance Director

**PLAN ADMINISTRATOR:**

Finance Director  
 County of Currituck  
 153 Courthouse Rd, Suite 102  
 Currituck, North Carolina 27929

**TRUSTEE:**

County Manager  
 County Attorney

## **ARTICLE IV THE TRUSTEE**

### **4.1 Powers and Duties of the Trustee**

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part hereof in Qualified Investments pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;
- (d) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- (e) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To exercise all the further rights, powers, options and privileges granted, provided

for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

#### 4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- (a) To pay administrative fees as directed by the Plan Administrator;
- (b) To invest funds pending required directions in a designated account as directed by the Investment Advisory Committee or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;
- (c) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;
- (d) To appoint a custodian with respect to the Trust Assets;
- (e) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (f) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the

Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;

(k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(l) To act upon proper written directions of the Employer, Plan Administrator or Employer's Agent;

(m) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;

(n) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons,

(o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

## **ARTICLE V INVESTMENTS**

### **5.1 Trust Investments**

The Employer and the Investment Advisory Committee, if any, shall have responsibility to select Qualified Investments for the Trust Assets. The Employer and the Investment Advisory Committee, if any, may appoint a Registered Investment Advisor to the Trust by executing a written consulting or management agreement with said Registered Investment Advisor.

### **5.2 Trustee Fees**

As may be agreed upon, in writing, between the Employer and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Trust. The Trustee shall be entitled to receive its fees and expenses when due directly from the Trust. Notwithstanding the foregoing, any Trustee who is an employee of the Employer shall receive no fee for service as a Trustee hereunder.

### **5.3 Contributions**

Eligible employees may be permitted to make contributions to the Trust, subject to approval of the Plan Administrator. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trust. Such contributions shall be in cash, unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustee by the Plan Administrator are in compliance

with the Employer's policies and/or collective bargaining agreements and/or applicable state law, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the Employer's LEOSSA Obligation, as may be determined under GASB Statements. The contributions received by the Trustee from the Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Employer and Plan Administrator. The Trustee shall, at the direction of the Plan Administrator, submit such valuations, reports or other information as the Plan Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements**

(a) Periodically as specified, and within sixty (60) days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Plan Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Plan Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Plan Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

#### **5.6 Exclusive Benefit**

The Assets of the Trust shall be held in trust for the exclusive purpose of providing LEOSSA to the eligible employees of the Employer pursuant N.C.G.S. § 143-166.42 and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose.

## ARTICLE VI FIDUCIARY RESPONSIBILITIES

### 6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

### 6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

- (a) Solely in the interest of the eligible employees and for the exclusive purpose of providing LEOSSA to eligible employees, and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

### 6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the state law applicable to this Trust Agreement:

- (a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary;
- (b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law; and
- (c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

### 6.4 Indemnification

The Trustee shall not be liable for, and the Employer shall indemnify, defend and hold the Trustee harmless from and against any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of the Employer's duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Employer shall indemnify and hold the Trustee harmless from and against any claims, demands, loss, costs, expense or liability

arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the Regulations issued or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

## **ARTICLE VII AMENDMENT, TERMINATION AND MERGER**

### **7.1 No Obligation to Continue Trust**

Continuance of the Trust and continuation of the Employer's LEOSSA Obligation are not assumed as contractual obligations of the Employer.

### **7.2 Amendments**

(a) The Trust Agreement may only be amended or terminated as provided herein. The Employer shall have the right to amend this Trust Agreement from time to time, and to similarly amend or cancel any amendments. A copy of all amendments shall be delivered to the Trustee and Plan Administrators promptly as each is made.

(b) Such amendments shall be set forth in an instrument in writing executed by the Employer and the Trustee. Any amendment may be current, retroactive or prospective; provided, however, that no amendment shall:

- (1) Cause the Assets of any Trust to be used for or diverted to purposes other than for the exclusive benefit of eligible employees of the Employer or for the purpose of defraying the reasonable expenses of administering such Trust;
- (2) Have any retroactive effect so as to reduce the benefits of any eligible employees as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law; or
- (3) Change or modify the duties, powers or liabilities of the Trustee hereunder without its consent.

### **7.3 Termination of the Plan**

A termination of the Employer's obligation to provide LEOSSA shall not, in itself, effect a termination of the Trust. Upon any termination of the Employer's obligation to provide LEOSSA, the Assets of the Trust shall be distributed by the Trustee when directed by the Plan Administrator. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets and the Trust shall continue until the Assets have been completely distributed in accordance with

applicable law and the Employer's policies and/or applicable collective bargaining agreements.

#### **7.4 Fund Recovery Based on Mistake of Fact**

Except as hereinafter provided, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purposes of providing LEOSSA to eligible employees and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition precedent to such repayment, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

#### **7.5 Termination**

The Trust may be terminated only by the Employer. Such action must be in writing and delivered to the Trustee in accordance with the terms of this Trust Agreement.

### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

#### **8.1 Nonalienation**

Eligible employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an eligible employee or any other party. Trust Assets shall not be subject to the claims of the Employer or the claims of its creditors.

#### **8.2 Saving Clause**

In the event any provision of this Trust Agreement and each Trust are held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement and/or Trust, but this instrument shall be construed and enforced as if said provision had never been included.

#### **8.3 Applicable Law**

This Trust Agreement shall be construed, administered and governed under the Code and the law of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to

more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

#### **8.4 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Employer) and charge the Trust. The Trustee shall be fully protected in relying on advice of such counsel.

#### **8.5 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

#### **8.6 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

#### **8.7 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Employer and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

**AGREED TO AND ACCEPTED** this 19<sup>th</sup> day of April, 2021.

**TRUSTEE**

\_\_\_\_\_

\_\_\_\_\_

**EMPLOYER**

**COUNTY OF CURRITUCK,  
NORTH CAROLINA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

Currituck County administers a public employee retirement system (the *Separation Allowance*), a single-employer defined benefit pension plan that provides retirement benefits to the County's qualified sworn law enforcement officers under the age of 62 who have completed at least 30 years of creditable service or have attained 55 years of age and have completed five or more years of creditable service. The Separation Allowance is equal to 0.85 percent of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The retirement benefits are not subject to any increases in salary or retirement allowances that may be authorized by the General Assembly. Article 12D of G.S. Chapter 143 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly.

*Basis of Accounting.* The County has chosen to fund the Separation Allowance on a pay as you go basis by making a deposit to the Post Employment Benefits Fund from the General fund. The amount of this contribution is based on the prior year actuarial study. Pension expenditures are made from the Post Employment Benefits Fund, which is maintained on the modified accrual basis of accounting. Employer contributions to the plan are recognized when due and when the County has made a formal commitment to provide the contributions. Benefits are recognized when due and payable in accordance with the terms of the plan.

The County is required by Article 12D of G.S. Chapter 143 to provide these retirement benefits and has chosen to fund the amounts necessary to cover the benefits earned on a pay as you go basis through appropriations made in the Post-Employment Benefits Fund operating budget. There were no contributions made by employees. The County's obligation to contribute to this plan is established and may be amended by the North Carolina General Assembly. Administration costs of the Separation Allowance are financed through investment earnings.



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3102)

**Agenda Item Title:** Prison Sewer Connection Project-Change Order #2

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

---

**Brief Description of Agenda Item:**

Consideration of change order for County jail sewer connection to Maple Commerce Park Sewer. Associated Budget amendment is included in Consent Agenda.

**Potential Budget Affect:** Increase \$27,000

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

VENDOR # 17642  
ORIGINAL CONTRACT # 3503  
REQUISITION #: FY2020 102  
P.O. 20210418  
CONTRACT #: 3503

8.B.5.a

## CHANGE ORDER

Change Order Number: 002

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Currituck County Maple Wastewater and Water Plant Force Main

OWNER: Currituck County

CONTRACTOR: HHL D, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Hauling off lagoon liner to Bertie County landfill at \$500.00 per load. Estimating 5 to 6 loads.
- 2) Adding 800 to 1,000 cubic yards of additional fill material for the lagoon, billed at \$24.00 per cubic yard in accordance with contract bid unit sheet unit prices dated 4/2/2019

Justification:

- 1) The lagoon liner was to be disposed at the Currituck County transfer station. Due to the size and type of material, additional time and cost will be required to handle and process the lagoon liner at the transfer station. Allowing the contractor to haul the lagoon liner directly to Bertie County landfill will be more cost effective.
- 2) Additional fill material is required to completely fill in the abandoned lagoon. Unit cost for additional fill is part of original contract.

THE CONTRACT IS CHANGED AS FOLLOWS:

Original CONTRACT PRICE: \$227,611.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS: \$249,397.00

The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by: \$27,000

The new CONTRACT PRICE including this CHANGE ORDER will be \$276,397.00

The CONTRACT TIME will be increased by 0 calendar days.

The date for completion of all WORK will be June 30, 2021

Attachment: Prison Sewer Project CO #2 (Prison Sewer Project-Change Order #2)

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
 Clerk to the Board of Commissioners

By: \_\_\_\_\_  
 Ben Stikelcather, County Manager

HHLD, LLC

By: \_\_\_\_\_

Name and Title

*Jonathan R. Harris*  
 Owner / member manager

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

\_\_\_\_\_  
 Sandra Hill  
 Finance Officer

Attachment: Prison Sewer Project CO #2 (Prison Sewer Project-Change Order #2)

**CHANGE ORDER**

**HHLD, L.L.C.**  
313 Ascension Drive  
Kitty Hawk, NC 27949  
Office Phone/Fax 252-261-5143  
office@hhldllc.com

March 15, 2021

Submitted by Terry Lamb to:

Nick Ingold  
Currituck County Engineer  
Via email

RE: **CHANGE ORDER** – Project #P1851  
Currituck County Maple Wastewater Collection System Improvements  
Maple Jail and Water Plant Force Main Improvements Project

We hereby submit specifications and estimate for the following change order to the proposal referenced above:

1. Haul off lagoon liner to Bertie County landfill @ \$500.00 per load; estimate 5-6 loads
2. Estimate 800-1,000 cu yds of fill material needed for lagoon to be billed at \$24.00 per cu yd in accordance with contract bid unit sheet unit prices dated 4/2/2019

This change order does not any include any other work other than specifically stated above.

Above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner. Balance due to be paid in full upon completion of job.

**If any questions, please call Terry Lamb at 252-619-9178, Jon Harris at 252-207-1138 or Marc Harris at 252-202-3173.**

***This change order must be signed and received by the office, in a timely manner, if the situation warrants. There will be a demobilization cost and a cost to remobilize if equipment must be moved off and back on job site to perform change order due to delay in confirmation of change order work to be performed.***

Attachment: Prison Sewer Project CO #2 (Prison Sewer Project-Change Order #2)

**Acceptance of change order:** Please sign below and either email or fax back to the office 252-261-5143. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the change order as specified. Payment will be made as outlined above. Any changes will become an extra charge over and above the estimate.

Accepted this the \_\_\_\_ day of \_\_\_\_\_ 2021.

BY: \_\_\_\_\_ (Signature)

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>HHL, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>d/b/a H &amp; H Land Development</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>313 Ascension Drive</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Kitty Hawk, NC 27949</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	5	9	7	2	5	7	9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <b>HHL, LLC</b> <b>By: <i>Narlesse Harris</i></b>	Date ► <b>1-10-18</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



HHLDL-1

8.B.5.a

OP ID: JC

DATE (MM/DD/YYYY)

05/27/2020

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

<b>PRODUCER</b> Southeastern Agency Group, Inc. 1501 Highwoods Blvd., St # 402 Greensboro, NC 27410 Brice Crigler	<b>336-218-7470</b>	<b>CONTACT NAME:</b> Jesse Carr <b>PHONE (A/C, No, Ext):</b> 336-218-7470 <b>FAX (A/C, No):</b> 336-218-7487 <b>E-MAIL ADDRESS:</b> jcarr@sagnc.com
<b>INSURED</b> HHL, LLC d/b/a H&H Land Development 313 Ascension Dr. Kitty Hawk, NC 27949		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Frankenmuth <b>INSURER B:</b> Builders Mutual Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> <b>13986</b> <b>10844</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6620280	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6620279	05/19/2020	05/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		6620279	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCP1052630 03	05/19/2020	05/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment		6620279	05/19/2020	05/19/2021	EQ Ded 1,000,000

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

**Title:** Currituck County - Maple Wastewater Collection System Improvements  
**Project:** Maple Jail and Water Plant Forcemain Improvements Project

County of Currituck is listed as an additional insured in regards to the General Liability Policy as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION****COUNTY**

County of Currituck  
153 Courthouse Road  
Currituck, NC 27929

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

AUTHORIZED REPRESENTATIVE  
Brice Crigler

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Limited Liability Company

**Legal Name**  
HHLD, L.L.C.

## Information

**SosId:** 0879737  
**Status:** Current-Active ⓘ  
**Date Formed:** 1/1/2007  
**Citizenship:** Domestic  
**Annual Report Due Date:** April 15th  
**CurrentAnnual Report Status:**  
**Registered Agent:** Harris, Jonathan R.

## Addresses

Principal Office	Reg Office	Reg Mailing
100 Freedom Court Powells Point, NC 27966-9793	100 Freedom Court Powells Point, NC 27966-9793	100 Freedom Court Powells Point, NC 27966-9793
<b>Mailing</b> 313 Ascension Drive Kitty Hawk, NC 27949-4261		

## Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager	Manager
Jonathan R Harris 101 White Acres Drive Jarvisburg NC 27947	Marc G Harris 628 S Bayview Road Jarvisburg NC 27947

Attachment: Prison Sewer Project CO #2 (Prison Sewer Project-Change Order #2)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3105)

**Agenda Item Title:** Records Disposal-Department of Social Services

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

Request to dispose of attached list of DSS records, per retention schedule.

**Potential Budget Affect:** N/A

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**

Samantha A. Hurd, Director

**BOARD MEMBERS**

David Doll, Chair  
Donald Ray Etheridge Jr.  
Mary Etheridge  
Dorothy Johnson Vice-Chair  
Megan Morgan



**COUNTY OF CURRITUCK**  
**Department of Social Services**

153 COURTHOUSE RD., SUITE 400  
CURRITUCK, NC 27929

Courier # 10-68-01

Phone: (252) 232-3083  
Fax: (252) 232-2167

Physical Address:  
2793 Caratoke Hwy.  
Currituck, NC 27929

**MEMORANDUM**

TO: Samantha A. Hurd, Director

FROM: Christal L. Berry, IMS II

DATE: March 1, 2021

RE: Request for Disposal of Records

The following records are eligible for destruction per the October 2020 NC DHHS Records Retention and Disposition Schedule and the \*January 2016 Cultural Resources Records Retention and Disposition Schedule-County Social Services Agencies:

- **Program: Medicaid/TANF**
  - SFY 05-06 15 Boxes
  - SFY 06-07 17 Boxes
  - SFY 07-08 17 Boxes
  - 49 Total
- **Program: Food Nutrition Services**
  - SFY 11-12 15 Boxes
  - SFY 12-13 15 Boxes
  - SFY 13-14 16 Boxes
  - 46 Total
- **Program: Low Income Energy Assistance Programs (CIP & LIEAP)**
  - SFY 10-11 } 04 Boxes
  - SFY 11-12 }
  - SFY 12-13 }
- **Other: Miscellaneous (Income Maintenance Reports, Front Desk Logs, etc.)**
  - Thru SFY 07-08 MA/WF }
  - Thru SFY 13-14 FNS } 31 Boxes
  - Thru SFY 12-13 Energy }

The total number eligible for destruction is: 130 Boxes.

CLB

\*The 2016 Cultural Resources Records Retention and Disposition Schedule-County Social Services Agencies is unique to DSS, and is carved out of the General Records Schedule for Local Government Agencies.

Attachment: DSS-File Destruction 2021 (DSS-Records Disposal)



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3100)

**Agenda Item Title:** Historic Corolla Park/Whalehead Event Fee Waiver for Currituck County Schools to Hold Senior Prom

**Submitted By:** Leeann Walton – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

**Request by Currituck County Schools to waive fees associated with grounds rental fees at Whalehead in Historic Corolla.**

**Potential Budget Affect:** Fee waiver

**Is this item regulated by plan, regulation or statute?** No

**Manager Recommendation:**



Currituck County Schools  
*A Beacon for Excellence in Education*

2958 Caratoke Highway, Currituck, NC 27929

Phone (252) 232-2223 Fax (252) 232-3655

Board of Education  
Karen Etheridge, Chairman • Dwan Craft, Vice-Chairman  
Dr. Bill Dobney • Janet Rose • Kelly Williams Peters  
Dr. Matthew Lutz, Superintendent

8.B.7.a

April 13, 2021

Ben Stikeleather, County Manager  
153 Courthouse Road, Suite 204  
Currituck, NC 27929

Dear Mr. Stikeleather,

With the assistance of your staff, the grounds of the Whalehead in Historic Corolla has been reserved for the district's 2021 Prom. This venue allows adequate space for social distancing guidelines, while offering an extraordinary experience for seniors in the class of 2021.

I respectfully request that all fees be waived for this event scheduled for Saturday, May 1, 2021.

Sincerely,

Dr. Matt Lutz, Superintendent

Attachment: Whalehead Prom 4 13 2021.docx (Fee Waiver-Whalehead, Currituck County Senior Prom 2021)



## CURRITUCK COUNTY NORTH CAROLINA

April 5, 2021

Minutes – Regular Meeting of the Board of Commissioners

### WORK SESSION

#### 1. 4:30 PM Stormwater

The Currituck County Board of Commissioners met at 4:30 PM for a work session to discuss modifying stormwater regulations in Currituck County. Laurie LoCicero, Planning and Community Development Director, began by comparing neighboring Camden County's stormwater requirements with Currituck County's. Ditching, retention and release rates, upstream and downstream analysis requirements, and other criteria included in Camden County's stormwater plan were reviewed. Different fees charged to developers and homeowners to manage stormwater were described. Commissioners questioned the fees charged to property owners and County Attorney, Ike McRee, explained stormwater in Camden County is treated as a utility and Currituck County could operate in the same manner. The upstream and downstream analysis required in Camden County was discussed, and Eric Weatherly, County Engineer, said modeling could be used to determine how this requirement would affect development. Kim Hamby of Timmons Group, an Engineer familiar with Camden County stormwater requirements, clarified aspects of Camden County's stormwater regulations for Commissioners, including stormwater modeling, drainage and retention, and the processes for performing an upstream and downstream analysis for development.

County Manager, Ben Stikeleather, summarized the plan differences and noted Currituck County concentrates on the amount of water a subdivision can hold while Camden County concentrates on how fast water can drain. After discussion, Commissioners directed staff to draft language to require the upstream and downstream analysis, an engineering review of the stormwater plan, and a post-installation visual inspection of stormwater infrastructure. The Board did not wish to make any changes to retention and recovery rates, nor institute fees at this time.

At a March 15, 2021, work session, Commissioners and staff discussed whether to require dedicated easements for any new development along a major drainageway, what the setbacks for those easements should be, and whether septs or other structures should be allowed to locate within those easements. Commissioners at that time had asked the County Engineer to assess and provide an opinion on the proposal. Mr. Weatherly reported a 25' setback would be a sufficient distance for easements along the county's major drainageways and would allow ample space for work to be performed when necessary.

Commissioners agreed to require a dedicated easement to the county along major drainageways with a 25' setback for new subdivisions but asked to see an overhead of

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what a site would look like if infrastructure was prohibited within the setback. Staff agreed to bring back a visual using GIS mapping.

Mr. Stikeleather distributed a draft letter that would be going out to Moyock Township property owners, beginning the process of establishing a Moyock Stormwater Service District. Commissioners were asked to review the letter and provide comment prior to mailing the following week. There was no further discussion and the work session concluded at 5:48 PM.

### 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	Commissioner	Present	
Paul M. Beaumont	Commissioner	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order and announced the earlier work session.

### A) Invocation & Pledge of Allegiance

Sheriff's Deputy in attendance, Ivan Jordan, offered to give the Invocation and lead the Pledge of Allegiance.

### B) Approval of Agenda

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

### Work Session

4:30 PM Stormwater

### 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 PublicHearing. Public comments are limited to 3 minutes.**

**Commissioner's****Report****County Manager's****Report****Public Hearings**

- A) **PB 20-24 Shingle Landing Villas:** Request for a Preliminary Plat/Use Permit for multi- family subdivision (townhouse development) located on Moyock Landing Drive, Tax Map 9, Parcel 29T, Moyock Township.
- B) **PB 21-05 Currituck County Text Amendment PUD Open Space:** Request to amend the Unified Development Ordinance, Sections 1.8.6 and 10.5 to allow construction of a police, fire or EMS facility on county-owned land designated as open space in a Planned Unit Development and amend the definition of police, fire and EMS facility to include training facilities.

**New Business**

- A) **Consideration of Sale and Purchase Agreement for Acquisition of Property Located on Tulls Creek Road, Moyock, North Carolina, PIN #002200000210000**
- B) **Consideration Of An Ordinance Amending Chapter 2, Article II, Section 2-65 Of The Currituck County Code Of Ordinances To Add County Attorney Report To The Board of Commissioners' Agenda**
- C) **Consideration Of An Ordinance Amending Chapter 9, Article III, Sections 9-33 and 9-36 Of The Currituck County Code of Ordinances Modifying Requirements For Issuance of Amplified Sound Permits And Permits to Exceed Certain Decibel Levels**
- D) **Consideration Of Resolution Amending June 1, 2015 Policy Regulating Alcohol Use At Knotts Island Ruritan Park, Currituck County Rural Center, Soundside Park And Historic Corolla Park Removing Requirement For Law Enforcement Presence At Private Events Held At Historic Corolla Park**
- E) **Consideration Of Resolution Directing The Use Of Eminent Domain To Acquire Easements Necessary For**

**Construction Of Stormwater Drainage And Management  
System To Alleviate Stormwater And Flooding Issues In  
Ocean Sands Subdivision**

**F) Board Appointments**

1. Planning Board

**G) Consent Agenda**

1. Budget Amendments
2. Project Ordinance-HJCS Exterior Siding Replacement Project
3. Surplus Resolution-Pump Equipment, Engineering Dept.
4. Surplus Resolution-Backhoe, Public Works
5. Change Order #2-Public Safety Building, Time Extension Request
6. JCPC Certification for FY 2021-2022
7. Petition for Road Additions-Olmstead Lane, Tilden Court and Chapman Lane, Tuckers Cove
8. Petition for Road Additions-Sunny Lake Road and Green Lake Road, Lake View
9. Consideration of Contract to Audit Accounts-FY 2021-22
10. Approval Of Minutes-March 15, 2021

**Recess**

**Special Meeting of the Tourism Development Authority**

TDA-Budget Amendments

**Adjourn Meeting of the TDA and**

**Reconvene**

**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>	J. Owen Etheridge, Commissioner
<b>AYES:</b>	Michael H. Payment, Commissioner, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

**PUBLIC COMMENT**

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***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. No one was signed up nor wished to speak and Public Comment was closed.

### **COMMISSIONER'S REPORT**

Commissioner J. Owen Etheridge reported on a ribbon cutting ceremony for a new greenhouse at Currituck County High School. He said how impressed he was with the facility and the students who participate in the Future Farmers of America (FFA) program, and noted Currituck County ranks in the top one percent out of 8,612 FFA chapters nation wide.

Commissioner McCord reported the schedule for Covid-19 second shot vaccine clinics.

Commissioner Beaumont announced the upcoming Veterans Advisory Board meeting where a representative from Iredell County's veteran services office will visit to discuss veteran's issues.

Chairman Payment noted the Easter celebrations held throughout the county for children and thanked all who worked to plan the events. He encouraged citizens to support local Volunteer Fire Departments and reminded everyone to be careful with increased traffic on the highway.

Commissioner White reported the Outer Banks recently ranked third among the most searched vacation destinations, per Yahoo Finance. He participated in a virtual meeting with members of the Whalehead Property Owners Association (POA) to discuss county business. He encouraged other community members who are not involved to become more active in their community homeowners association.

Commissioner Jarvis also attended Currituck County High School's greenhouse ribbon cutting. She said the facility is extraordinary and will be a great component to the program. She said over 300 students participate in Currituck County's agricultural programs which demonstrates how important they are to our area.

### **COUNTY MANAGER'S REPORT**

County Manager, Ben Stikeleather, provided additional information on the County's second-dose Covid-19 vaccine clinics and announced new groups eligible to receive vaccinations. He reported on upcoming budget work sessions, to be held late April, and said the county is now posting videos to provide information of interest to citizens. The status of ongoing construction projects were reported, with the Maritime Museum, Public Safety Building and Shingle Landing Park all slated to open this summer.

### **PUBLIC HEARINGS**

#### **A. PB 20-24 Shingle Landing Villas:**

##### **APPLICATION SUMMARY**

<b>Property Owner:</b> Shingle Landing Villas LLC 111 Currituck Commercial Drive Suite B	<b>Applicant:</b> Shingle Landing Villas LLC c/o Sam Miller
------------------------------------------------------------------------------------------------	-------------------------------------------------------------------

APPLICATION SUMMARY	
Moyock NC 27958	111 Currituck Commercial Drive Suite B Moyock NC 27958
<b>Case Number:</b> PB 20-24	<b>Application Type:</b> Preliminary Plat/Use Permit
<b>Parcel Identification Number:</b> 0009-000-029T-0000	<b>Existing Use:</b> Vacant
<b>Land Use Plan Classification:</b> Full Service	<b>Parcel Size (Acres):</b> 4.01
<b>Moyock Small Area Plan Classification:</b> Full Service	<b>Zoning:</b> RA20 (1975); A (1989); GB (2005); C-MXR (2017)
<b>Number of Units:</b> 16 + 1 ADU	<b>Project Density:</b> 4 units/acre
<b>Required Open Space:</b> 1.2 ac (30%)	<b>Provided Open Space:</b> 2.91 ac

SURROUNDING PARCELS		
	LAND USE	ZONING
NORTH	SINGLE-FAMILY DWELLINGS (HIDDEN OAKS SUBDIVISION)	C-SFM
SOUTH	SINGLE-FAMILY DWELLINGS (SHINGLE LANDING SUBDIVISION)	GB
EAST	INSTITUTIONAL (CURRITUCK HOUSE ASSISTED LIVING FACILITY)	GB
WEST	VACANT	GB

This 4.01 acre parcel is located on Moyock Landing Drive, adjacent to the Currituck House assisted living facility to the east and the Rail Road right-of-way to the west. The BOC rezoned the parcel to Conditional-MXR on February 6, 2017 (See Attached Order) and amended the Conditional-MXR zoning district on February 19, 2018. The BOC approved 16 units (4 buildings with 4 units each) with attached garages and one detached accessory dwelling unit. Because the prior rezoning approval did not include subdividing the property/obtaining a use permit, UDO Section 6.6 Adequate Public Facilities Standards did not apply to this project. This request to subdivide the property requires a use permit, so the Adequate Public Facilities ordinance applies.

This multi-family subdivision is subject to appropriate community forms, compatibility, and design standards to ensure a well-designed neighborhood. This multi-family development serves as a transition between General Business (GB) development along Caratoke Highway and the assisted living facility and the neighborhood (Shingle Landing) to the east. It is located in the fastest growing area of the county that continues to evolve as a Full Service community.

#### Schools

TO APPROVE A PRELIMINARY PLAT/USE PERMIT, ADEQUATE PUBLIC FACILITIES SHALL BE IN PLACE OR PROGRAMMED TO BE IN PLACE WITHIN TWO YEARS AFTER THE INITIAL APPROVAL OF THE USE PERMIT. THIS DEVELOPMENT WILL BE SERVICED BY MOYOCK ELEMENTARY SCHOOL THAT IS

CURRENTLY OVER ACTUAL CAPACITY. THERE IS NO GUARANTEE THAT THE RECENTLY DISCUSSED EXPANSION PROJECT WILL BE COMPLETE WITHIN TWO YEARS OF APPROVAL \*. FOR THE THREE ELEMENTARY SCHOOLS IN THE NORTHERN MAINLAND, THERE IS CONCERN THAT COMMITTED CAPACITY IS AT 126%. THERE IS ALSO CONCERN THAT THE HIGH SCHOOLS ARE AT 106% OF COMMITTED CAPACITY. **APPROVING THE PRELIMINARY PLAT/USE PERMIT WITHOUT ADEQUATE PUBLIC FACILITIES IN PLACE WOULD BE IN DIRECT CONFLICT WITH THE ADEQUATE PUBLIC FACILITIES ORDINANCE OF THE UDO AND MULTIPLE POLICIES IN THE LAND USE PLAN AND THE MOYOCK SMALL AREA PLAN.** PLEASE NOTE, THE BELOW CHART DOES NOT INCLUDE THE ADDITIONAL STUDENTS GENERATED BY THE FLORA C-MXR ZONING APPROVED BY THE BOC ON MARCH 2, 2021. THOSE STUDENTS WILL BE ACCOUNTED FOR AT PRELIMINARY PLAT/USE PERMIT APPROVAL.

ADEQUATE PUBLIC FACILITIES – SCHOOLS <sup>1</sup>				
School	2019-2020 2020-2021 Actual Capacity <sup>2</sup>	2021-2022 Actual Capacity <sup>3</sup>	Committed Capacity <sup>3</sup>	Proposed Capacity Changes
				Number of Students
Moyock Elementary	109%	115%	126%	+4
Shawboro Elementary	94%	97%		
Central Elementary	80%	89%		
Griggs Elementary	56%	59%	101%	n/a
Jarvisburg Elementary	82%	88%		
Knotts Island Elementary	35%	36%	36%	n/a
Moyock Middle	95%	79%	93%	+1
Currituck Middle	61%			
Currituck High	84%	86%	106%	+2
JP Knapp Early College	93%			

<sup>1</sup>Does not include minor subdivisions, exempt subdivisions, and subdivisions approved prior to the adoption of the adequate public facilities ordinance (October 1994)

<sup>2</sup>Capacity percentages are based on 2019-2020 and 2020-2021 school year classroom standards and August 2020 ADM

<sup>3</sup>Capacity percentages are based on the 2021-2022 school year classroom standards and August 2020 ADM

*\*According to a January 15, 2021 email, the County Manager “expects to give the notice to proceed with the school expansion project by June 1st. The expansion should increase the capacity of Moyock Elementary School to 750 students. The project should be completed by the start of the 2023-2024 school session. Because of the expansion project this summer, we will have a solution to our adequate public facility issue regarding Moyock Elementary within two years (from June 1<sup>st</sup> – staff addition).” See attached email.*

#### Community Meeting

A community meeting was held on November 24, 2020 for the project. Nine neighboring property owners attended the meeting. Primary questions were regarding construction start time, sale price of the units, floor plan/square footages, buffering, and parking.

INFRASTRUCTURE	
WATER	PUBLIC
SEWER	PUBLIC (MOYOCK REGIONAL WASTEWATER TREATMENT PLANT)
TRANSPORTATION	PEDESTRIAN: A 5' SIDEWALK WILL CONNECT INTO THE EXISTING SIDEWALK AT THE ASSISTED LIVING FACILITY VIA A TIMER PEDESTRIAN WALKWAY. THE SIDEWALK WILL RUN ACROSS THE FRONT OF THE ENTIRE PROPERTY AND CONNECT TO THE WESTER PROPERTY LINE VIA A PEDESTRIAN EASEMENT. CONNECTIVITY SCORE: N/A (NO STREETS)
STORMWATER/DRAINAGE	THE PROJECT WILL BE MANAGED UNDER A LOW DENSITY STATE STORMWATER PERMIT AND CONSIST OF RETENTION PONDS CONSTRUCTED TO RETAIN STORMWATER AND SLOW RELEASE INTO ADJACENT STORMWATER OUTLETS. A RECENT TEXT AMENDMENT WAS APPROVED FOR THE PROJECT TO ALLOW THE DEVELOPMENT TO FALL UNDER THE NON-RESIDENTIAL STORMWATER DESIGN STANDARDS INSTEAD OF THE MORE RESTRICTIVE SUBDIVISION STORMWATER DESIGN STANDARDS.
DESIGN STANDARDS	THE MULTI-FAMILY PROJECT IS SUBJECT TO APPROPRIATE COMMUNITY FORMS, COMMUNITY COMPATIBILITY, AND DESIGN STANDARDS TO ENSURE A WELL-DESIGNED NEIGHBORHOOD
LIGHTING	FULL CUTOFF STREETLIGHTS ARE PROPOSED AND MUST BE COMPLIANT WITH LIGHTING STANDARDS.
LANDSCAPING	A TYPE B BUFFER IS PROPOSED ALONG THE NORTHERN PROPERTY LINE, A MAJOR ARTERIAL SCREEN BUFFER ALONG THE WEST PROPERTY LINE, SITE LANDSCAPING AT THE EASTERN AND SOUTHERN PROPERTY LINES, AND VEHICULAR USE LANDSCAPING THE PARKING AREAS.
PARKING	44 EXTERIOR PARKING SPACES ARE PROPOSED IN ADDITION TO THE 16 GARAGE PARKING SPACES.
COMPATIBILITY	THE DEVELOPMENT CREATES A NEW RESIDENTIAL USE TYPE AT AN APPROPRIATE DENSITY FOR THIS AREA WHERE COUNTY WATER AND SEWER ARE AVAILABLE.
RECREATION AND PARK AREA DEDICATION	A FEE-IN-LIEU OF RECREATION AND PARK AREA DEDICATION WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL. BASED ON THE VALUE OF THE LAND AND THE APPROVAL OF 16 UNITS THE FEE WILL BE APPROXIMATELY \$25,487.
RIPARIAN BUFFERS	N/A

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## RECOMMENDATIONS

### TECHNICAL REVIEW COMMITTEE

THE TECHNICAL REVIEW COMMITTEE RECOMMENDS **DENIAL** OF THE USE PERMIT AND THE PRELIMINARY PLAT BASED TO THE FOLLOWING CONDITIONS:

1. The application does not comply with all applicable review standards of the UDO including:

- a. Adequate public facilities (schools) are not in place or programmed to be in place within two years. Moyock Elementary is over Actual and Committed Capacities and the high schools are over Committed Capacity.
2. The applicant does not demonstrate that the proposed use will meet the use permit review standards of the UDO.

Should the BOC decide to approve this request, the Technical Review Committee recommends the following conditions of approval necessary to ensure compliance with the review standards of the UDO and to prevent or minimize adverse effects of the development application on surrounding lands include:

- a. Not submitting for preliminary plat/use permit approval until adequate public facilities are in place or programmed to be in place within two years. (Planning)
- b. Developing strictly in accordance with the approved C-MXR conditions set by the BOC on February 18, 2010 and that *these conditions be placed on the plat* (See attached order). The conditional zoning conditions listed on the plat are different than those directed by the BOC through the attached order. (Planning)
  - i. The development shall be completed strictly in accordance with the conceptual development plan submitted to and approved by the Board of Commissioners.
  - ii. The development will consist of a 16 unit townhome development (with attached garages), one detached garage/storage unit, and one detached accessory dwelling unit.
  - iii. The architectural renderings of the townhomes to be incorporated into the approval and units constructed according to the expanded description given at the Board of Commissioners meeting on February 19, 2018, including the additional buffer.
- c. The county will take over the maintenance and operation of the lift station upon completion and certification. (Public Utilities)

#### **STAFF'S CONCERNS REGARDING PROJECT CONSIDERATION AT THIS TIME:**

- Inconsistent with the Land Use plan (see below).
- Inconsistent with the Moyock Small Area Plan (see below).
- Inadequate public facilities (schools).

#### **USE PERMIT REVIEW STANDARDS**

**A USE PERMIT SHALL BE APPROVED ON A FINDING THAT THE APPLICANT DEMONSTRATES THE PROPOSED USE WILL MEET THE BELOW REQUIREMENTS. IT IS STAFF'S OPINION THAT THE EVIDENCE IN THE RECORD, PREPARED IN ABSENCE OF TESTIMONY PRESENTED AT A PUBLIC HEARING, SUPPORTS THE PRELIMINARY STAFF FINDINGS**

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

#### **PRELIMINARY APPLICANT FINDINGS:**

1. STORMWATER MANAGEMENT HAS BEEN DESIGNED IN ACCORDANCE WITH THE CONDITIONAL ZONING APPROVAL AND HAS BEEN APPROVED BY THE NC DEPT. OF ENVIRONMENTAL QUALITY. STORMWATER RETENTION PONDS WILL BE CONSTRUCTED TO MANAGE AND RETAIN STORMWATER AND SLOW RELEASE INTO ADJACENT STORMWATER OUTLETS.

2. A WASTEWATER COLLECTION SYSTEM AND LIFT STATION HAVE BEEN DESIGNED AND APPROVED BY THE NCDEQ, WHICH WILL BE PUMPED TO THE MOYOCK REGIONAL WASTEWATER TREATMENT SYSTEM.
3. THE PROJECT HAS BEEN DESIGNED AND APPROVED BY THE DIVISION OF ENERGY, MINERAL AND LAND RESOURCES FOR SEDIMENTATION AND EROSION CONTROL, AND WILL MINIMIZE EROSION AND CONTAIN SILTATION ON SITE.
4. NCDOT HAS REVIEWED AND APPROVED THE CONNECTION TO MOYOCK LANDING DRIVE.

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

PRELIMINARY APPLICANT FINDINGS:

1. LAND TO THE NORTH IS SINGLE FAMILY RESIDENTIAL BUT HAS A SIGNIFICANT TREE BUFFER TO THE SITE, LAND TO THE EAST IS THE CURRITUCK HOUSE ASSISTED LIVING FACILITY, LAND TO THE WEST IS COMMERCIAL AND LAND TO THE SOUTH IS RESIDENTIAL. THE COUNTY COMMISSIONERS DETERMINED THAT THE USE IS APPROPRIATE FOR THE LAND BY VIRTUE OF CONDITIONAL ZONING APPROVAL THAT WAS GRANTED AND AMENDED IN 2018. IT WAS DETERMINED THAT THIS DEVELOPMENT CREATES A NEW RESIDENTIAL USE TYPE AT AN APPROPRIATE DENSITY FOR THIS AREA WHERE COUNTY WATER AND SEWER ARE AVAILABLE AND PROVIDES A MODERATE COST HOUSING OPPORTUNITY FOR COUNTY RESIDENTS WITHIN A WELL-DESIGNED NEIGHBORHOOD.

The use will not be in conformity with the Land Use Plan or other officially adopted plans.

PRELIMINARY STAFF FINDINGS:

WHILE THE USE IS IN CONFORMITY WITH SOME POLICIES OF THE LAND USE PLAN (SEE ATTACHED APPLICATION FOR DEVELOPERS COMPLETE LIST), IT IS NOT IN CONFORMITY WITH THE FOLLOWING:

POLICY SF4	<p>CURRITUCK COUNTY SHALL CONTINUE TO SUPPORT A SERVICE LEVEL POLICY FOR SCHOOLS THAT CALLS FOR THE CONSTRUCTION AND MAINTENANCE OF CLASSROOM SPACE SUFFICIENT TO AVOID THE USE OF MOBILE CLASSROOM UNITS.</p> <p><u>COMMENTS:</u></p> <ul style="list-style-type: none"> <li>• DWELLING UNITS ARE PROPOSED IN THE MOYOCK ELEMENTARY SCHOOL DISTRICT WHERE NO SCHOOL CAPACITY CURRENTLY EXISTS AND IS NOT YET PROGRAMMED TO BE IN PLACE WITHIN TWO YEARS.</li> <li>• <b>APPROVING THE USE _PERMIT/PRELIMINARY PLAT WITHOUT ADEQUATE PUBLIC FACILITIES IN PLACE OR PROGRAMMED TO BE IN PLACE WITHIN TWO YEARS OF THE APPROVAL WOULD BE IN CONFLICT WITH THE ADEQUATE PUBLIC FACILITIES ORDINANCE OF THE UDO.*</b></li> </ul> <p><i>*According to a January 15, 2021 email, the County Manager "expects to give the notice to proceed with the school expansion project by June 1<sup>st</sup>. The expansion should increase the capacity of Moyock Elementary School to 750 students. The project should be completed by the start of the 2023-2024 school session. Because of the expansion project this summer, we will have a solution to our adequate public facility issue regarding Moyock Elementary within two years (from June 1<sup>st</sup> – staff addition)."</i></p>
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POLICY PP2	<p>CURRITUCK COUNTY SHALL CONTINUE TO IMPLEMENT A POLICY OF ADEQUATE PUBLIC FACILITIES, SUFFICIENT TO SUPPORT ASSOCIATED GROWTH AND DEVELOPMENT. SUCH FACILITIES MAY INCLUDE BUT NOT LIMITED TO WATER SUPPLY, SCHOOL CAPACITY, PARK AND OPEN SPACE NEEDS, FIREFIGHTING CAPABILITY, AND LAW ENFORCEMENT.</p> <p><u>COMMENTS:</u></p> <ul style="list-style-type: none"> <li>• DWELLING UNITS ARE PROPOSED IN THE MOYOCK ELEMENTARY SCHOOL DISTRICT WHERE NO SCHOOL CAPACITY CURRENTLY EXISTS AND IS NOT YET PROGRAMMED TO BE IN PLACE WITHIN TWO YEARS.</li> <li>• <b>APPROVING THE USE _PERMIT/PRELIMINARY PLAT WITHOUT ADEQUATE PUBLIC FACILITIES IN PLACE OR PROGRAMMED TO BE IN PLACE WITHIN TWO YEARS OF THE APPROVAL WOULD BE IN CONFLICT WITH THE ADEQUATE PUBLIC FACILITIES ORDINANCE OF THE UDO.*</b></li> </ul> <p><i>*ACCORDING TO A JANUARY 15, 2021 EMAIL, THE COUNTY MANAGER “EXPECTS TO GIVE THE NOTICE TO PROCEED WITH THE SCHOOL EXPANSION PROJECT BY JUNE 1ST. THE EXPANSION SHOULD INCREASE THE CAPACITY OF MOYOCK ELEMENTARY SCHOOL TO 750 STUDENTS. THE PROJECT SHOULD BE COMPLETED BY THE START OF THE 2023-2024 SCHOOL SESSION. BECAUSE OF THE EXPANSION PROJECT THIS SUMMER, WE WILL HAVE A SOLUTION TO OUR ADEQUATE PUBLIC FACILITY ISSUE REGARDING MOYOCK ELEMENTARY WITHIN TWO YEARS (FROM JUNE 1ST – STAFF ADDITION).”</i></p>
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WHILE THE USE IS IN CONFORMITY WITH SOME OF THE POLICIES OF THE MOYOCK SMALL AREA PLAN (SEE ATTACHED APPLICATION FOR DEVELOPERS COMPLETE LIST), IT IS NOT IN CONFORMITY WITH THE COMMUNITY VALUES OF THE PLAN:

COMMUNITY VALUES	<ul style="list-style-type: none"> <li>• RURAL ATMOSPHERE – SIGHTS, SOUNDS, SMELLS, AND OVERALL FEEL OF A RURAL COMMUNITY.</li> <li>• LOW TAXES, FISCAL RESPONSIBILITY, AND AVAILABILITY OF ADEQUATE COUNTY SERVICES; AND,</li> <li>• HUMAN SCALE DEVELOPMENT THAT SUPPORTS WALKABILITY.</li> </ul> <p><u>COMMENTS:</u></p> <p>CURRENTLY ADEQUATE COUNTY SERVICES DO NOT EXIST TO SERVE THIS PROJECT. MOYOCK ELEMENTARY SCHOOL IS OVER ACTUAL AND COMMITTED CAPACITIES AND THE HIGH SCHOOLS ARE OVER COMMITTED CAPACITIES.</p>
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The use will exceed the county's ability to provide adequate public facilities, including, but not limited to: schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate.

PRELIMINARY STAFF FINDINGS:

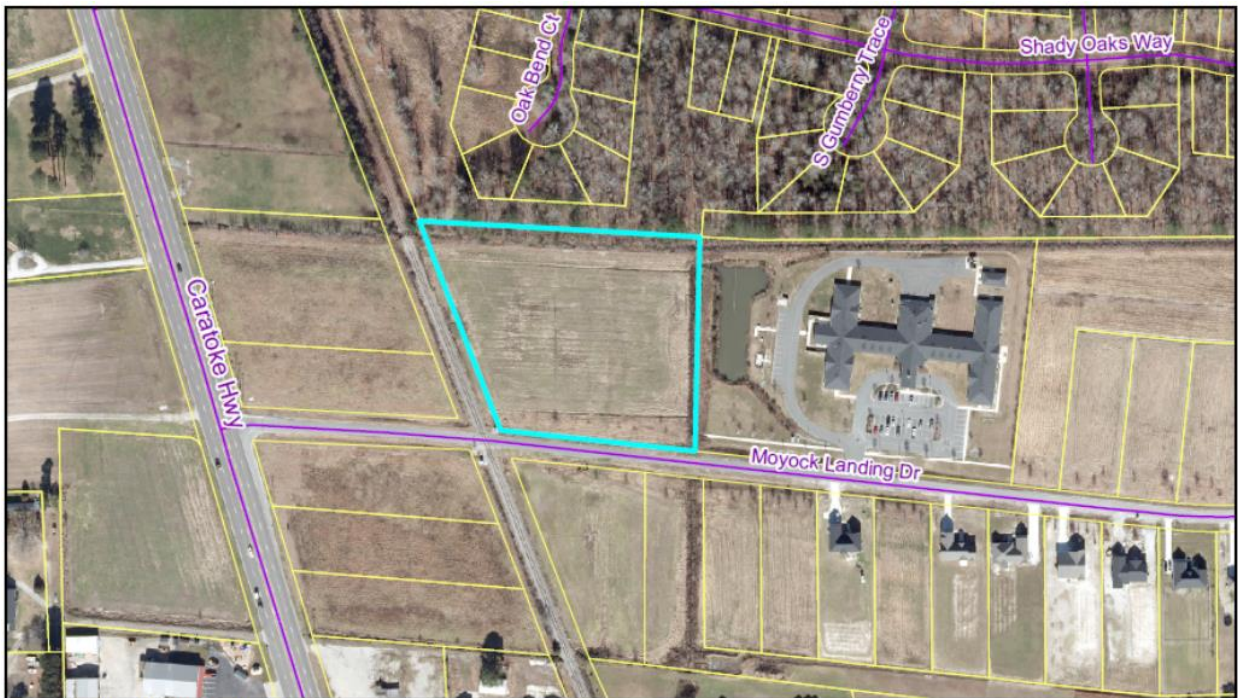
1. MOYOCK ELEMENTARY IS OVER ACTUAL AND COMMITTED CAPACITIES. (SEE ADEQUATE PUBLIC FACILITIES – SCHOOLS TABLE ABOVE.)
2. THE HIGH SCHOOLS ARE OVER COMMITTED CAPACITIES. (SEE ADEQUATE PUBLIC FACILITIES – SCHOOLS TABLE ABOVE.)



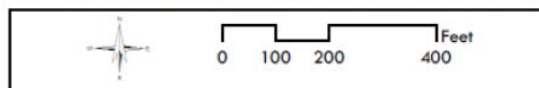
PB 20-24 Shingle Landing Villas  
Preliminary Plat/Use Permit  
Context Map



Currituck County  
Planning and  
Community Development

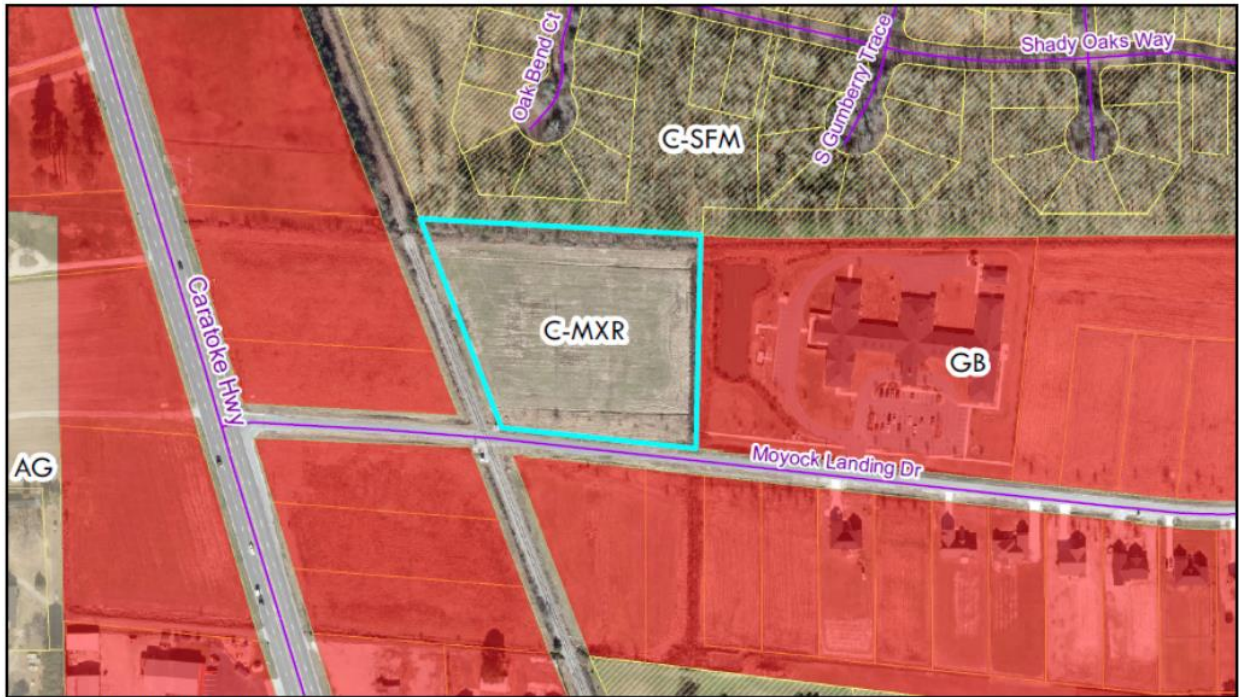


PB 20-24 Shingle Landing Villas  
Preliminary Plat/Use Permit  
2016 Aerial Photography



Currituck County  
Planning and  
Community Development

Communication: Minutes for April 5, 2021 (Approval Of Minutes-April 5, 2021)



PB 20-24 Shingle Landing Villas  
Preliminary Plat/Use Permit  
Zoning



Currituck County  
Planning and  
Community Development

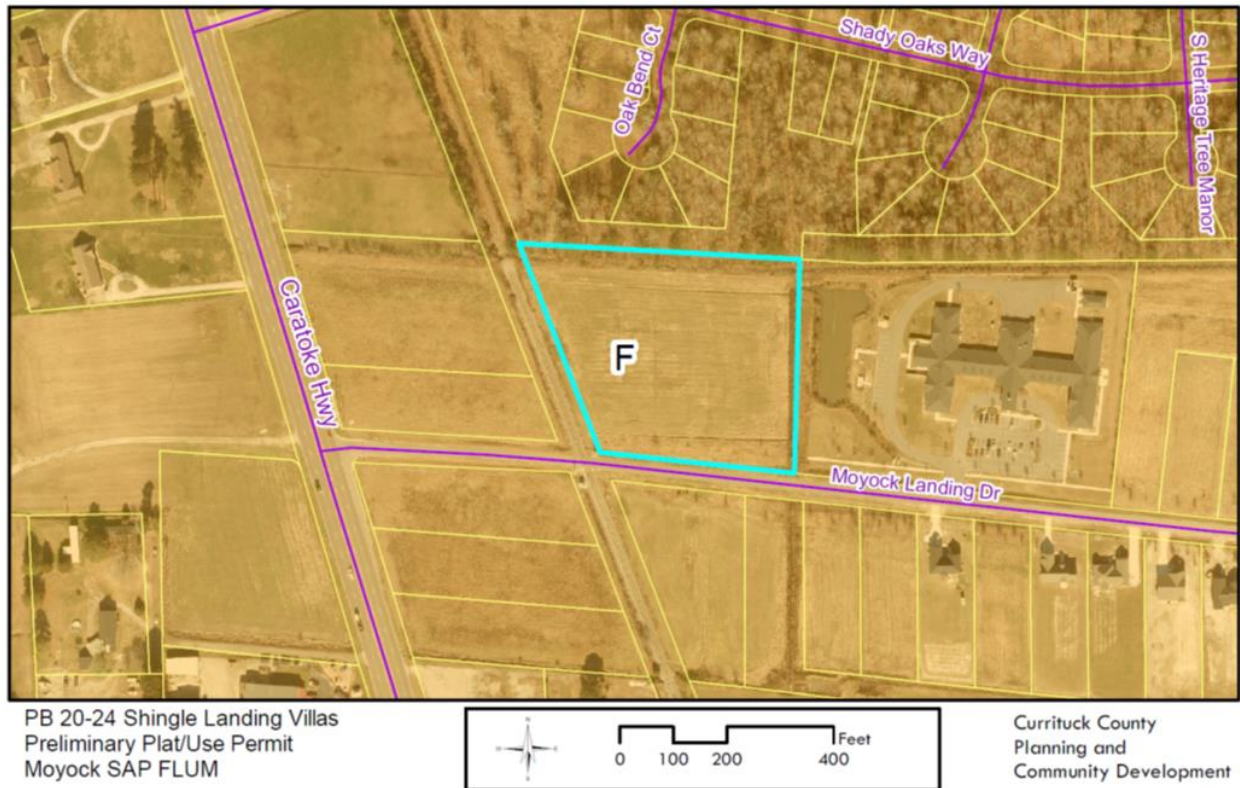


PB 20-24 Shingle Landing Villas  
Preliminary Plat/Use Permit  
Land Use Plan - FLUM



Currituck County  
Planning and  
Community Development

Communication: Minutes for April 5, 2021 (Approval Of Minutes-April 5, 2021)



The hearing for Shingle Landing Villas had been continued from the meeting of March 15, 2021, to provide an opportunity for expert witnesses to appear and testify on behalf of the applicant.

Additional parties to speak were sworn in and John Morrison, Attorney representing the applicant, questioned Mr. Kim Tate, Real Estate Appraiser. Mr. Tate's professional resume was submitted for the record and he was tendered an expert witness after a review of his education and experience. Mr. Tate reported on his visit to the site, assessment of the subject site and surrounding parcels, and stated the use would not have a negative impact on adjacent properties. The Board had no questions following Mr. Tate's explanation of how he formed the basis of his opinion.

Brandon Dixon, a Licensed Mortgage Broker, testified on behalf of the applicant and presented information on the characteristics of a condominium versus a townhouse development. He said townhouse developments are considered single-family dwellings and are easier to finance as opposed to condos. He said condos have higher interest rates and must meet several federal agency regulations and requirements. He responded to questions from Commissioners to better clarify financing differences.

Chairman Payment opened the Public Hearing. No speakers were signed up and the Public Hearing was closed.

County Planner, Tammy Glave, was present and responded to several questions posed by Board members. Commissioner Mary Etheridge discussed her concerns with adequate public facilities. Ms. Glave recalled the rezoning previously approved by the

Board, which was a legislative matter, and compared it to the Use Permit process, which triggers the adequate public facilities ordinance requirement. Ms. Glave was asked to provide her interpretation of the adequate public facilities ordinance. She said Planners are required to interpret the language in the Unified Development Ordinance (UDO) as it is written. She said the language can be modified by the Board of Commissioners.

Ben Stikeleather, County Manager, discussed expansion plans for Moyock Elementary which are expected to be completed and available for students in August, 2023.

Ike McRee, County Attorney, discussed the development of the UDO and its purpose, and the role of the Board of Commissioners as finders of fact on matters after receiving evidence.

Attorney Morrison returned to address Commissioners and summarized the testimony heard on behalf of the applicant.

Board discussion concluded and Commissioner J. Owen Etheridge moved to approve PB 20-24, Shingle Landing Villas Preliminary Plat/Use Permit because the applicant has demonstrated the proposed use meets the use permit review standards of the UDO.

The use will not endanger the public health or safety:

- Stormwater management has been designed in accordance with the Conditional Zoning Approval and has been approved by the North Carolina Department of Environmental Quality (NCDEQ). Stormwater retention ponds will be constructed to manage and retain stormwater and slow release into adjacent stormwater outlets.
- A wastewater collection system and lift station have been designed and approved by the NCDEQ, which will be pumped to the Moyock Regional Wastewater Treatment System.
- The project has been designed and approved by the Division of Energy, Mineral and Land Resources for sedimentation and erosion control, and will minimize erosion and contain siltation on site.
- NCDOT has reviewed and approved the connection to Moyock Landing Drive.

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

- Land to the north is single-family residential but has a significant tree buffer to the site, land to the east is the Currituck House Assisted Living Facility, land to the west is commercial and land to the south is residential. The County Commissioners determined that the use is appropriate for the land by virtue of conditional zoning approval that was granted and amended in 2018. It was determined that this development creates a new residential use type at an appropriate density for this area where county water and sewer are available and provides a moderate cost housing opportunity for county residents within a well-designed neighborhood.

The use will be in conformity with the Land Use Plan (LUP) and other officially adopted plans.

1. It was determined in 2018 that the proposed development is consistent with 2006 LUP because:
  - a.) County water and sewer are available to the site and this use will help grow these systems. (Policy ES1)
  - b.) It is at a density appropriate for the location. (Policy HN1)
  - c.) It is located in the fastest growing area of the county that continues to evolve as a Full Service Community. (Moyock Policy Emphasis)
2. The amended conditional rezoning request is consistent with the Moyock Small Area Plan because:
  - a.) There will be a sidewalk connection to the assisted living facility, park, and subdivision to the east. (TR2)
  - b.) Infrastructure and service needs of the community are met (IS2)
  - c.) Impervious lot coverage is reduced and stormwater is properly managed (IS4)
  - d.) It is compatible with a rural atmosphere, transitional areas, and a small town, main street feel. (CC1)

The use will not exceed the county's ability to provide adequate public facilities.

- The Board of Commissioners determined in 2018 that the development is reasonable and in the public interest and that adequate public facilities are available to service the project. Construction of the project has been delayed due to Currituck County's inability to provide a wastewater connection, but now that sewer capacity has been made available, the project is now moving forward in accordance with the original conditions of approval.

Commissioner McCord seconded the motion. The motion carried on a member vote of 6-1.

A recess was called at 6:55 PM. The meeting reconvened at 7:00 PM.

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

#### **B. PB 21-05 Currituck County Text Amendment PUD Open Space:**

To: Board of Commissioners

From: Planning Staff

Date: March 22, 2021

Subject: PB 21-05 Currituck County – Text Amendment  
PUD Open Space

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**Request**

The enclosed text amendment submitted by Currituck County revises the Unified Development Ordinance (UDO) to allow construction of a police, fire or EMS facility on county-owned land designated as open space in a Planned Unit Development (PUD). This amendment modifies the definition of police, fire or EMS facility to include training facilities.

**Background**

Corolla Fire and Rescue desires to improve firefighting and response services by constructing a fire training facility in Corolla. The proposed facility will be located on property adjacent to the existing Pine Island Fire Station at 470 Ocean Trail. The county owns the property adjacent to the fire department located within Pine Island PUD. The county-owned property is designated as open space on the Pine Island PUD Amended Sketch Plan. Currently, the UDO does not allow use of a police, fire and EMS facility on property designated as open space.

The proposed fire training facility will be composed of 6 recycled storage containers attached to a concrete slab. The storage containers will allow for simulation of building access with artificial smoke and darkness, no utilities are proposed.

The Board of Commissioners has directed staff to prepare this text amendment. Staff suggests narrowly tailoring this amendment to limit its use. Land available for public service improvements is limited in Corolla.

PUDs are the predominate type of development in the paved road portion of Corolla and all existing PUDs within the county are located in Corolla. A PUD is a type of development permitted under prior zoning ordinances. PUD developments were intended to foster development expected to promote a more efficient use of land, a higher level of amenities and more creative design. PUDs have detailed sketch plans that lay out residential areas, specific residential densities, commercial areas and open space areas.

This text amendment will give the county flexibility to site needed public safety facilities on county-owned land designated as open space in existing PUDs in Corolla and will therefore allow the county to provide an increased level of training for fire response service in the Corolla area.

**Text Amendment Review Standards**

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

1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
3. Is required by changed conditions;
4. Addresses a demonstrated community need;
5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;

6. Would result in a logical and orderly development pattern; and
7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

#### Staff Recommendation

Staff recommends approval of the request as submitted and suggests the following Statement of Consistency and Reasonableness:

The requested zoning text amendment is consistent with the goals, objectives, and policies of the 2006 Land Use Plan including:

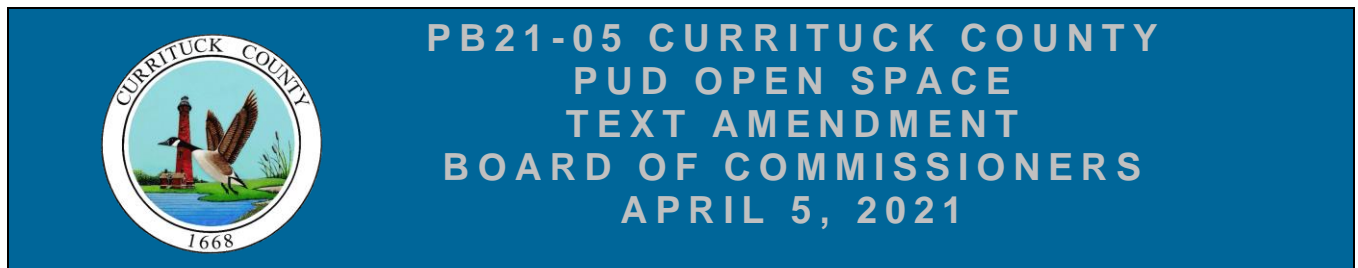
1. POLICY PS1: As the area grows, the County may establish strategically located SUBSTATIONS FOR PUBLIC SAFETY SERVICES (i.e. law enforcement, fire fighting and rescue), provided that sufficient resources can be made available to properly staff and equip them.
2. POLICY PS2: Currituck County shall support and encourage the development and improvement of FIRE FIGHTING SERVICES that enhance the security and safety of life and property, while resulting in the added benefit of lower property insurance rates. The need for additional fire stations or improvements to existing fire stations shall be examined annually to keep pace with the growth of the area.
3. POLICY OB1: Currituck County supports the provision of INFRASTRUCTURE (e.g. potable water) AND SERVICES (e.g. law enforcement officers) adequate to meet basic quality of life and public health and safety requirements of residents on the Outer Banks, while at the same not stimulating inappropriate intensive development in environmentally fragile, hazardous barrier island areas.

The request is reasonable and in the public interest because:

1. It addresses a demonstrated community need by allowing for training facilities that will improve fire fighter training opportunities in Corolla.

#### Planning Board Recommendation

On March 9, 2021, the Planning Board recommended approval of the request as submitted 5-0.



Currituck County requests an amendment to the Unified Development Ordinance, Chapter 1 Transitional Provisions to allow construction of a police, fire and EMS facility on county-owned land designated as open space in a PUD. This amendment also modifies the definition of police, fire or EMS facility to include training facilities.

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

**Item 1:** That Chapter 1 is amended by adding the following underlined language:

### **1.8.6 Approved Planned Unit Development District Overlay and Sketch Plan**

Lands subject to approval of a planned unit development district overlay classification and sketch plan approval before January 1, 2013 shall retain the Planned Unit Development Overlay district classification and sketch plan approval, and may be developed consistent with the sketch plan approval and any relevant conditions of approval, until the sketch plan approval or any portion of thereof expires. If the sketch plan approval (or any portion thereof) expires or is revoked (e.g., for failure to comply with a term or condition of approval) any subsequent development of the site (or portion thereof) shall be applied for in accordance with the procedures and standards of this Ordinance.

An owner of a parcel proposed for redevelopment, vacant parcel, or phase of a planned unit development subject to an approved sketch plan may submit a development application or application to amend the approved sketch plan or special use permit consistent with the applicable conditions of approval and compliance with the following:

#### **Bulk and Dimensional Requirements**

Development applications or modifications to an approved sketch plan shall comply with the standards in Table 1.8.6.A, Bulk and Dimensional Standards.

TABLE 1.8.6.A: BULK AND DIMENSIONAL STANDARDS	
SITE CHARACTERISTIC	STANDARD
Minimum Lot Area (square feet)	10,000 with central sewer [1]; 20,000 without central sewer
Minimum Lot Width (feet)	65
Maximum Lot Coverage (%)	Nonresidential: 65 Residential: 30 for lots larger than 19,000 sf 35 for lots 10,000 sf – 19,000 sf 45 for lots less than 10,000 sf
Minimum Front Setback (feet)	20
Minimum Side Setback (feet)	10
Minimum Rear Setback (feet)	25; 10 when abutting open space
Maximum Building Height (feet)	35
Maximum Density (du/ac)	3
Maximum Nonresidential FAR (%)	0.40
Minimum Open Space Set-Aside (%)	35 [2]
Maximum Land Area Occupied by Commercial Development (%)	10
NOTES:	

TABLE 1.8.6.A: BULK AND DIMENSIONAL STANDARDS

SITE CHARACTERISTIC	STANDARD
[1] May be reduced in accordance with Section 3.2.2, Zero Lot Line Development or if lot size reduction is added to the minimum open space set-aside.	
[2] No modification to an approved sketch plan shall result in a planned development with less than 35 percent of its land area occupied by open space.	

**Allowable Uses**

The range of principal uses allowed on a site subject to a modified sketch plan shall be limited to the following:

Land designated for residential development shall be limited to the allowable uses for the SFO district listed in Table 4.1.1.A, Summary Use Table.

Land designated for commercial or multi-family development shall be limited to the allowable uses for the PD-O district listed in Table 4.1.1.B, Summary Use Table.

Airports, major utilities, wind energy facilities, outdoor recreation/entertainment uses, and vehicle sales and services require approval of a use permit.

County-owned land designated as open space may be used as a police, fire or EMS facility.

**Development Standards**

Development associated with a development application or modified sketch plan shall comply with the standards in Chapter 5: Development Standards, Chapter 6: Subdivision and Infrastructure, and Chapter 7: Environmental Protection provided compliance with the standards does not have the effect of decreasing the type, density, or intensity of land designation contained in the approved master plan establishing the planned unit development.

Sketch plan amendment applications that comply with the land designations contained in the approved master plan establishing the planned unit development and development applications that comply with Subsection (B) above may be approved by the Planning Director.

To the extent a landowner proposes development that is different than that allowed in the sketch plan or Subsection (B) above, the land requires approval of an amended sketch plan and use permit (see Section 2.4.6, Use Permit).

**Item 2:** That Chapter 10 is amended by adding the following underlined language:

**POLICE, FIRE, OR EMS FACILITY**

A facility for the provision of local rapid response emergency services such as firefighting and mobile medical emergency services, including areas for the storage and maintenance of emergency vehicles, and equipment and facilities for the

housing and feeding of emergency personnel while on duty. Such facilities also include training facilities.

**Item 3:** The requested zoning text amendment is consistent with the goals, objectives, and policies of the 2006 Land Use Plan including:

The request is reasonable and in the public interest because:

**Item 4:** The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

**Item 5:** This ordinance amendment shall be in effect from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennie Turner, Planner, reviewed the text amendment that was initiated by the Board of Commissioners to allow the use of county property for safety training facilities. Consistency statements and policies supporting approval of the request were presented. Both Staff and Planning Board recommend approval.

Ike McRee, County Attorney, recommended executing a use or licensing agreement, such as a Memorandum of Understanding, to provide design standards and to release the county from any liability. Commissioner McCord recommended a revision to change the word "police" to "Law Enforcement" and Commissioners agreed to the change.

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

Commissioner White moved to approve PB 21-05 because the request is consistent with the following policies of the 2006 Land Use Plan: Policy PS1, Policy PS2, Policy OB1; and, the request is reasonable and in the public interest because it addresses a demonstrated community need by allowing for training facilities that will improve fire-fighter training opportunities in Corolla. Include revised language to replace the word "Police" with "Law Enforcement".

Commissioner Jarvis seconded the motion. The motion carried, 7-0.

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

## NEW BUSINESS

**A. Consideration of Sale and Purchase Agreement for Acquisition of Property Located on Tulls Creek Road, Moyock, North Carolina, PIN #002200000210000**

County Attorney, Ike McRee, reviewed the Sale and Purchase agreement to acquire 36.21 acres of land located in Moyock Township for an elementary school site at a cost of \$890,000. Mr. McRee was asked about the farm lease currently in place and said he did not anticipate it would hinder the county's ability to move forward. After noting a possible error on the document, Mr. McRee said he would contact the seller's agent to confirm the seller's name and make any necessary corrections.

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

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

**B. Consideration Of An Ordinance Amending Chapter 2, Article II, Section 2-65 Of The Currituck County Code Of Ordinances To Add County Attorney Report To The Board of Commissioners' Agenda**

County Attorney, Ike McRee, recalled a prior discussion with the Chairman and Vice-chairman and, with agreement of the other Board members, the ordinance establishing the Agenda Order of Business was revised to include a County Attorney's Report. He reviewed some of the duties the County Attorney's office is responsible for.

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

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 2-65 OF THE CURRITUCK COUNTY, NORTH CAROLINA CODE OF ORDINANCES PROVIDING FOR COUNTY ATTORNEY REPORTS ON THE BOARD OF COMMISSIONERS' AGENDA**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-71 a board of commissioners may adopt its own rules of procedure in keeping with the size and nature of the board and in the spirit of generally accepted principles of parliamentary procedure.

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

PART I. Sec. 2-65 of the Code of Ordinances, Currituck County, North Carolina is rewritten to read as follows

**Sec. 2-65. - Order of business.**

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

- (1) Call to order;

- (2) Invocation and pledge of allegiance;
- (3) Approval of agenda;
- (4) Public comment;
- (5) Commissioner reports;
- (6) County manager's report;
- (7) ~~Administrative reports~~ County attorney's report;
- (8) ~~Old business~~ Administrative reports;
- (9) ~~Public hearings~~ Old business;
- (10) ~~New business~~ Public hearings;
- (11) ~~Board appointments~~ New business;
- (12) ~~Consent agenda~~ Board appointments;
- (13) ~~Approval of minutes~~ Consent agenda;
- (14) ~~Adjournment~~ Approval of minutes;
- (15) Adjournment.

Without objection, the chair may call items in any order most convenient for the dispatch of business.

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

PART III. This ordinance is effective immediately upon adoption.

ADOPTED this 5th day of April 2021.

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

**C. Consideration Of An Ordinance Amending Chapter 9, Article III, Sections 9-33 and 9-36 Of The Currituck County Code of Ordinances Modifying Requirements For Issuance of Amplified Sound Permits And Permits to Exceed Certain Decibel Levels**

County Attorney, Ike McRee, reviewed changes to the County's Noise ordinance that would expand the number of event permits allowable. He reviewed the language changes as well as some non-substantive changes to clean up the ordinance.

Commissioners discussed concerns with the impacts of allowing more permitting for events and decibel levels as it relates to residential uses. Commissioner McCord discussed the application process for event permits.

Commissioner Beaumont recommended tabling the item to provide time to notify Corolla residents and get their input. Commissioner White suggested getting statistics on the number of permits issued annually, and he moved to continue the item to the April 19, 2021, Board of Commissioners meeting. Commissioner Beaumont seconded the motion. The motion carried, 7-0.

<b>RESULT:</b>	<b>CONTINUED [UNANIMOUS]</b>	<b>Next: 4/19/2021 4:00 PM</b>
<b>MOVER:</b>	Bob White, Commissioner	
<b>SECONDER:</b>	Paul M. Beaumont, Commissioner	
<b>AYES:</b>	Michael H. Payment, Commissioner, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner	

**D. Consideration Of Resolution Amending June 1, 2015 Policy Regulating Alcohol Use At Knotts Island Ruritan Park, Currituck County Rural Center, Soundside Park And Historic Corolla Park Removing Requirement For Law Enforcement Presence At Private Events Held At Historic Corolla Park**

County Attorney, Ike McRee, discussed the original adoption of the rules and regulations for alcohol use on county property and reviewed the modification to remove the requirement that law enforcement be present at private events at Historic Corolla Park. Commissioner Jarvis requested that Soundside Park be changed to Sound Park, as is on the sign at the location.

Commissioner White moved for approval of the Resolution. Commissioner Mary Etheridge seconded the motion. The motion carried, 7-0.

**RESOLUTION AMENDING POLICY REGULATING ALCOHOL USE AT KNOTTS ISLAND RURITAN PARK, CURRITUCK COUNTY RURAL CENTER (CCRC), SOUND SIDE PARK AND HISTORIC COROLLA PARK DATED JUNE 1, 2015**

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-169 a county may by ordinance regulate the use of county property; and

WHEREAS, pursuant to Section 10-133 of the Currituck County Code of Ordinances the Board of Commissioners adopted rules regarding the use of alcohol at certain county property requiring that a law enforcement officer must be retained and present during a wedding or other private function serving alcohol at Historic Corolla Park; and

WHEREAS, it is determined by the Board of Commissioners that any concern regarding order at weddings or private functions serving alcohol at Historic Corolla Park is alleviated by the ability on duty law enforcement officers to respond to calls for assistance at such events.

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

Section 1. Rules for the use and service of alcohol at Knotts Island Ruritan Park, Currituck County Rural Center (CCRC), Sound Park and Historic Corolla Park dated June 1, 2015 are amended as shown on Exhibit A attached to this resolution and incorporated by reference.

Section 2. This resolution shall take effect upon its adoption.

ADOPTED the 5<sup>th</sup> day of April, 2021.

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

**E. Consideration Of Resolution Directing The Use Of Eminent Domain To Acquire Easements Necessary For Construction Of Stormwater Drainage And Management System To Alleviate Stormwater And Flooding Issues In Ocean Sands Subdivision**

County Attorney, Ike McRee, reviewed the Resolution that would begin eminent domain proceedings so easements could be secured to address and cure chronic flooding experienced by property owners and residents in the Ocean Sands subdivision in Corolla. Easements to complete the multi-use path along North Carolina Highway 12 to enhance pedestrian safety would also be secured. He said requests made by the County for the easements have been continuously denied. Commissioner Beaumont discussed the ongoing problem, and said the Board does not take the action of eminent domain lightly.

Following discussion, Commissioner White moved for approval. Commissioner Beaumont seconded the motion. The motion carried, 7-0.

**RESOLUTION AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE AN EASEMENT ON CERTAIN REAL PROPERTY LOCATED IN OCEAN SANDS AND CROWN POINT SUBDIVISIONS FOR THE PUBLIC PURPOSE OF ESTABLISHING, ENLARGING OR IMPROVING STORM SEWER AND DRAINAGE SYSTEMS AND MULTI-USE PATHWAY RECREATIONAL FACILITY**

WHEREAS, a county is authorized under Chapter 153A of the General Statutes of North Carolina to provide structural and natural stormwater and drainage systems of all types, to undertake watershed improvement projects, acquire, construct, reconstruct, extend, renovate, enlarge, maintain, operate, or otherwise build and improve drainage projects; and

WHEREAS, under N.C. Gen. Stat. §40A-3(b)(4) a county may acquire by condemnation any property for establishing, extending, enlarging or improving storm sewer and drainage systems and works; and

WHEREAS, located in the community of Corolla on the Currituck Outer Banks, Ocean Sands and Crown Point Subdivisions attract many tourists annually who rent residential dwellings within the subdivision; and

WHEREAS, when Ocean Sands and Crown Point Subdivisions were constructed, limited storm water management and drainage requirements for development existed; and

WHEREAS, much of the area within Ocean Sands and Crown Point Subdivisions has a high water table and is located within a "bowl" between sand dunes to the east

and N. C. Highway 12 to the west causing retention of storm water that frequently results in flooding and high water within the subdivisions that can last for extended periods of time causing property damage, infiltration of storm water into the wastewater treatment facility serving the subdivisions, impassability of streets, and risk to public health from compromised sewer mains; and

WHEREAS, the only storm water and drainage infrastructure currently existing with Ocean Sands and Crown Point Subdivisions consist of a system of ditches and reliance on gravity to move storm water through and away from the subdivisions; and

WHEREAS, to address drainage and flooding issues in Ocean Sands and Crown Point Subdivisions the county created a service district in 2016 to finance the study and initial plans to solve the flooding and drainage problems in the Ocean Sands and Crown Point subdivisions; and

WHEREAS, although the county has for years sought the cooperation from the developers and owners of the property over which easements are necessary to construct a storm water drainage system to resolve drainage and flooding issues within Ocean Sands and Crown Point Subdivisions, the developers and owners of such property have continuously rejected requests to convey necessary easements to the county even though a storm water management system would enhance the value and developable area of their property; and

WHEREAS, the Board of Commissioners determines that it is necessary and in the interest of the public health, safety and welfare to condemn an easement for the purpose of establishing, extending, enlarging or improving storm sewer and drainage systems and works within areas dedicated as Open Spaces shown on recorded plats for Ocean Sands Subdivision Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, R; the Open Space area of Section G located on the west side of N. C. Highway 12; and within street and road rights-of-way shown on recorded plats for Ocean Sands Subdivision Sections D, E, F, H, I, J, K, L, M, N, O, P, Q and W (Crown Point); and

WHEREAS, a county is authorized under Chapter 153A of the General Statutes of North Carolina to finance, provide or maintain facilities and functions for recreation; and

WHEREAS, under N.C. Gen. Stat. §40A-3(b)(3) a county may acquire by condemnation any property for establishing, enlarging, or improving recreational facilities; and

WHEREAS, after motor vehicle caused death of pedestrians walking along N.C. Highway 12 in the Corolla area, Currituck County developed the "Connecting Corolla" plan that, among other things, laid out the location for a multi-use pathway recreational facility to allow pedestrians and bicyclists to safely move through the Corolla area and along N.C. Highway 12; and

WHEREAS, a missing link in the Corolla multi-use pathway recreational facility is an area extending the length of Ocean Sands Subdivision Section T adjacent to N.C. Highway 12; and

WHEREAS, although the county has for years sought the cooperation of the developers and owners of Ocean Sands Subdivision Section T for an easement necessary for the construction of a missing link of the Corolla multi-use pathway recreational facility, the developers and owners of the property have continuously rejected requests to convey necessary easements to the county even though linking Ocean Sands Subdivision Section T to the Corolla multi-use pathway recreational facility would benefit owners and visitors of Ocean Sands Subdivision Section T when developed; and

WHEREAS, the Board of Commissioners determines that it is necessary and in the interest of the public health, safety and welfare to condemn an easement for the purpose of establishing, extending, enlarging or improving a multi-use pathway recreational facility a minimum of ten feet in width extending along the western length of Ocean Sands Subdivision Section T as shown on recorded plats or deeds.

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

Section 1. Currituck County shall acquire by condemnation, for the purposes stated in this resolution, a perpetual non-exclusive easement over the following property:

All areas dedicated as open spaces and streets on recorded plats or deeds for Ocean Sands Subdivision Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, and R; that portion of Section G dedicated as open space located on the west side of N.C. Highway 12; all areas dedicated as streets on recorded plat or deed for Ocean Sands Subdivision Section W (Crown Point); and an area a minimum of ten feet in width extending along the western length of Ocean Sands Subdivision Section T as shown on recorded plats or deeds.

Section 2. The County Attorney is directed and authorized to institute the necessary proceedings under Chapter 40A of the General Statutes of North Carolina to acquire the property.

Section 3. The County Manager and County Attorney are authorized to obtain necessary appraisals, title opinions, surveys and to make all deposits of the estimated fair market value required for filing the condemnation action.

Section 4. The County Manager and County Attorney are authorized to execute all documents necessary to effectuate the condemnation.

Section 5. This resolution is effective upon its adoption.

This the 5<sup>th</sup> day of April, 2021.

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

## F) Board Appointments

### 1. Planning Board

Commissioner White nominated a new member, Tom Hurley, to serve on the Planning Board. Serving members Garry Owens, Bryan Bass and C. Shay Balance were nominated for reappointment.

Commissioner White moved for approval of all nominees and Commissioner J. Owen Etheridge seconded the motion. The motion carried and the appointments were approved.

<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, Commissioner, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

### G) Consent Agenda

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

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Selina S. Jarvis, Commissioner
<b>SECONDER:</b>	J. Owen Etheridge, Commissioner
<b>AYES:</b>	Michael H. Payment, Commissioner, Paul M. Beaumont, Commissioner, 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
<u>Account Number</u>	<u>Account Description</u>		
10410-502000	Salaries - Regular	\$ 5,100	
10410-505000	FICA	400	
10410-506000	Health Insurance	820	
10410-507000	Retirement	811	
10410-532000	Supplies	3,500	
10540-502000	Salaries - Regular	9,000	
10540-505000	FICA	690	
10540-506000	Health Insurance	820	
10540-507000	Retirement	1,430	
10540-526000	Advertising	1,000	
10540-532000	Supplies	3,500	
10660-502000	Salaries - Regular	9,000	
10660-505000	FICA	690	
10660-506000	Health Insurance	820	
10660-507000	Retirement	1,430	
10660-526000	Advertising	1,000	
10660-532000	Supplies	3,500	
10320-411000	Article 39 Sales Tax		\$ 43,511
		\$ 43,511	\$ 43,511
<b>Explanation:</b>	Administration (10410); Inspections (10540); Planning (10660) - Increase appropriations to hire an Assistant to the County Manager that will train during June and July 2021 with current staff that will be retiring at the end of July 2021 and to hire a new Development Services Director as of May 1, 2021.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$43,511.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10415-561000	Professional Services	\$ 30,000	
10320-411000	Article 39 Sales Tax		\$ 30,000
		\$ 30,000	\$ 30,000
<b>Explanation:</b>	Legal (10415) - Increase Legal Professional Services for the remainder of this fiscal year.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$30,000.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
220548-590000	Capital Outlay		\$ 9,000
220548-536115	Personal Protect Equip-KI	\$ 9,000	
		\$ 9,000	\$ 9,000
<b>Explanation:</b>	Knotts Island Fire Services (220548) - Transfer budgeted funds from Capital Outlay to Personal Protective Equipment to replace damaged/missing parts to equipment.		
<b>Net Budget Effect:</b>	Knotts Island Fire Services Fund (220) - No change.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10430-532100	Ballot Programs and Imprint		\$ 2,000
10430-532000	Supplies	\$ 2,000	
		\$ 2,000	\$ 2,000
<b>Explanation:</b>	Elections (10430) - Transfer budgeted funds for supplies needed for operations.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10510-508510	Sheriff Supplemental Retirement	\$ 1,553	
10510-506000	Health Insurance		\$ 1,553
		\$ 1,553	\$ 1,553
<b>Explanation:</b>	Sheriff (10510) - Transfer budgeted funds for increased cost of Sheriff supplemental retirement.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10640-532004	FCS Supplies	\$ 2,436	
10330-449900	Miscellaneous Grants		\$ 2,436
		\$ 2,436	\$ 2,436
<b>Explanation:</b> Cooperative Extension (10640) - To record NC Department of Insurance (MIPPA base funds) grant funds received.			
<b>Net Budget Effect:</b> Operating Fund (10) - Increased by \$2,436.			
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
43848-590000	Capital Outlay	\$ 890,000	
43390-499900	Appropriated Fund Balance		\$ 890,000
		\$ 890,000	\$ 890,000
<b>Explanation:</b> Land Banking (43848) - Increase appropriations to purchase property for potential school site.			
<b>Net Budget Effect:</b> Land Banking Fund (43) - Increased by \$890,000.			
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
50447-590447	Jarvisburg Colored School - Siding Replacement	\$ 50,000	
50390-495015	T F - Occupancy Tax		\$ 50,000
		\$ 50,000	\$ 50,000
<b>Explanation:</b> County Governmental Construction (50447) - Increase appropriations for the design of repair/replace siding on the Jarvisburg Colored School.			
<b>Net Budget Effect:</b> County Governmental Construction Fund (50) - Increased by \$50,000.			

## 2. Project Ordinance-HJCS Exterior Siding Replacement Project

### COUNTY OF CURRITUCK

Communication: Minutes for April 5, 2021 (Approval Of Minutes-April 5, 2021)

## 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 of siding replacement for the Historic Jarvisburg Colored School.

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

Historic Jarvisburg Colored School Siding Project	\$ 50,000
	<u>\$ 50,000</u>

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

Occupancy Tax	\$ 50,000
	<u>\$ 50,000</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 5<sup>th</sup> day of April 2021.

**3. Surplus Resolution-Pump Equipment, Engineering Dept.**

RESOLUTION			
<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 sold at auction, negotiated sale or will be disposed of if not sellable.			
County			
Asset Tag	Description	Serial Number	
6163	8" PUMP ASSEMBLY W/ 9-STAGES	N/A	
<b>NOW, THEREFORE, BE IT RESOLVED,</b> that the Board of Commissioners of the County of Currituck reserves the tight to reject any and all bids.			
<b>ADOPTED,</b> this 5th day of April, 2021.			

**4. Surplus Resolution-Backhoe, Public Works**

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 disposed of per directions of insurance company. Backhoe was destroyed by fire and insurance company has declared a total loss.</p>			
County			
Asset Tag	Description (Year & Make/Model)	Dept.	Serial Number
6121	4 WD Backhoe Loader	PW	SLP214TC4U0904637
<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 5th day of April 2021.</p>			

**5. Change Order #2-Public Safety Building, Time Extension Request****6. JCPC Certification for FY 2021-2022****7. Petition for Road Additions-Olmstead Lane, Tilden Court and Chapman Lane, Tuckers Cove****8. Petition for Road Additions-Sunny Lake Road and Green Lake Road, Lake View****9. Consideration of Contract to Audit Accounts-FY 2021-22****10) Approval Of Minutes-March 15, 2021****1. Minutes for March 15, 2021****RECESS**

Chairman Payment recessed the regular meeting at 7:49 PM to hold a meeting of the Tourism Development Authority.

**SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY**

The Currituck County Board of Commissioners sat as the Tourism Development Authority (TDA) in a Special Meeting during a recess of the 6:00 PM Regular Commissioners Meeting

Communication: Minutes for April 5, 2021 (Approval Of Minutes-April 5, 2021)

on April 5, 2021. The Special Meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

The TDA meeting was called to order at 7:49 PM by Chairman Payment.

### TDA-Budget Amendments

Ben Stikeleather, County Manager, presented the budget amendments for Board consideration. Commissioner White moved for approval following review and the motion was seconded by Commissioner McCord. The motion carried, 7-0.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15448-516000	Repairs & Maintenance	\$ 5,000	
15448-590460	Capital Facility Projects	\$ 95,000	
15320-415000	Occupancy Tax		\$ 100,000
		<u>\$ 100,000</u>	<u>\$ 100,000</u>
<b>Explanation:</b>	Occupancy Tax - Whalehead (15448) - Increase appropriations to replace roof on the Historic Boat House, replace a backflow valve and to remove finger piers in the basin.		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - Increased by \$95,000		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15448-503500	Temporary Services		\$ 4,870
15448-531000	Gas		\$ 1,600
15448-532500	Concessions		\$ 9,380
15448-516200	Vehicle Maintenance		\$ 1,000
15448-532000	Supplies		\$ 3,000
15448-545000	Contracted Services	\$ 12,850	
15448-511000	Telephone & Postage	\$ 1,000	
15448-516000	Repairs & Maintenance	\$ 6,000	
		<u>\$ 19,850</u>	<u>\$ 19,850</u>
<b>Explanation:</b>	Occupancy Tax - Whalehead (15448) - Transfer budgeted funds for operations.		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-587050	T T - Co Govt Construction	\$ 50,000	
15447-545002	Historic Preservation		\$ 25,000
15447-561000	Professional Services		\$ 25,000
		\$ 50,000	\$ 50,000
<b>Explanation:</b> Occupancy Tax - Tourism Related (15447)- Transfer funds to County Governmental Construction Fund for design to repair/replace siding on the Historic Jarvisburg			
<b>Net Budget Effect:</b> Occupancy Tax Fund (15) - No change.			

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

#### ADJOURN MEETING OF THE TDA AND RECONVENE

There was no further business and Commissioner White moved to adjourn. Commissioner Beaumont seconded the motion. The motion carried, 7-0, and the meeting of the Tourism Development Authority was adjourned at 7:51 PM.

The Board of Commissioners reconvened the regular meeting to hold a Closed Session.

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

#### 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 unanimously and the Board of Commissioners went into Closed Session.

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

## ADJOURN

### Motion to Adjourn Meeting

The Board had no further business after returning from Closed Session. Commissioner Mary Etheridge moved to adjourn and Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0, and the meeting of the Board of Commissioners adjourned at 8:18 PM.

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