



## **CURRITUCK COUNTY NORTH CAROLINA**

March 16, 2020

Minutes – Regular Meeting of the Board of Commissioners

### **WORK SESSION**

#### **1. 4:00 PM Cooperative Extension Report to the People**

The Board of Commissioners met at 4:00 PM at the Currituck Cooperative Extension Center in Barco, North Carolina, for the annual "Report to the People" presentation. Director, Cameron Lowe, introduced Cooperative Extension staff members and reviewed the many activities and programs available through the Extension office. Positive economic impacts from 2019 noted 328 class offerings and volunteers contributing 9,300 hours of service. A variety of displays provided an opportunity for attendees to learn more about program offerings from Extension staff. A light meal was served. The recent virus outbreak of COVID-19 was discussed. Ms. Lowe reviewed cleaning recommendations published by North Carolina State University to prevent the spread of the virus, and County Manager, Ben Stikeleather, presented recommendations the county should consider to reduce the risk of public and employee exposure to the Covid-19 virus. County Attorney, Ike McRee, and Emergency Management Director, Mary Beth Newns were also present and they, along with Mr. Stikeleather, answered questions and clarified both legal and safety aspects of the recommendations. Commissioners agreed safety measures should be implemented, and Mr. Stikeleather said he would present the recommendations at the regular meeting for Board action. Following discussion, Commissioners thanked Ms. Lowe and Extension staff for their efforts and hard work. The work session concluded at 5:30 PM.

#### **6:00 PM CALL TO ORDER**

The Currituck County Board of Commissioners met in regular session at 5:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Bob White	Chairman	Present	
Mike H. Payment	Vice Chairman	Present	
Paul M. Beaumont	Commissioner	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	

Chairman White called the meeting to order.

**A) Invocation & Pledge of Allegiance**

Commissioner Mary Etheridge offered the Invocation and led the Pledge of Allegiance.

**B) Approval of Agenda**

Commissioner Payment moved for approval of the agenda. The motion was seconded by Commissioner Jarvis. The motion carried.

Approved agenda:

**Work Session**

4:00 PM Cooperative Extension Report to the People

**6:00 PM Call to Order**

A) Invocation & Pledge of Allegiance

B) Approval of Agenda

**Public Comment**

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

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

- A) **Consideration and Action: PB 90-07 Pine Island, Phase 5:** Request for a preliminary plat/use permit for a 23 lot Planned Unit Development on Audubon Drive, Tax Map 128, Parcel 2H, Poplar Branch (Beach) Township.

**New Business**

- A) **Consideration of An Ordinance Amending Section 2-97 of the Currituck County Code of Ordinances to Increase the Number of Consecutive Terms a Member of an Authority, Board or Commission May Serve**
- B) **Airport Hangar Lease Agreement**
- C) **Consideration for the Approval of a Sand Fencing Grant Program Agreement**
- D) **Resolution Opposing Proposed Rule Changes by the NC Wildlife Resources Commission to move the Boundaries of Inland Waters**

**and Coastal Waters****E) Consent Agenda**

1. Approval Of Minutes-March 2, 2020
2. Budget Amendments
3. Surplus Resolution-Communications (Radio/Tower Equip)
4. Classification Chart Revision and Salary Adjustments: Public Works Director, Sheriff

**Recess Regular Meeting****Special Meeting of the Tourism Development Authority**

Budget Amendment-TDA

**Adjourn Special Meeting and Reconvene****Closed Session**

Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and to Preserve the Attorney-client Privilege in the Matter Entitled 85 and Sunny, LLC v. Currituck County.

**Adjourn**

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

**PUBLIC COMMENT**

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

Chairman White opened the Public Comment period.

Karen Coolman, Jamie Coolman and daughter, Carley Martinette, residents at 172 Old Jury Road, Moyock, talked about flooding issues at their property they believe are related to construction of a new subdivision on a neighboring property. Photos of the Coolman's property displayed on the overhead first showed their property under dry conditions followed by more recent pictures of flooded conditions. Photos of the neighboring construction area, which showed standing water at the property boundary from a recent rain event, were used to demonstrate the source of the water that is causing their flooding issues. Ms. Martinette read a statement describing health problems for their horses due to the standing water and the family's efforts to ease flooding by bringing in large amounts of fill.

Board members clarified some of the points presented with the Coolmans, and staff discussed challenges related to the inability to require an upstream or downstream analysis

when considering new subdivisions. County Manager, Ben Stikeleather, said a prior inspection had taken place at the site and County Engineer, Eric Weatherly, presented his thoughts as to what is causing the flooding. Laurie LoCicero, Planning and Community Development Director, used the overhead and displayed the adjoining subdivision plat for Board reference and noted the original conditions within the property prior to development. Commissioners and staff discussed the possibility that when subdivision construction began, water that used to drain onto the site was no longer able to do so, resulting in flooding at properties along Old Jury Road.

Mr. Weatherly said he would meet with homeowners to see what could be done to help improve drainage on Old Jury Road. Following discussion, Commissioners directed county staff to visit and assess the area, determine where the water was coming from, and develop a plan for drainage improvements that homeowners and the subdivision developer could use to alleviate the flooding on Old Jury Road.

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

### **COMMISSIONER'S REPORT**

Chairman White announced the earlier work session. He relayed some of the information presented at the Report to the People including the educational opportunities and services provided by Cooperative Extension. He discussed the success of county events and horse shows held at the Currituck County Rural Center. Chairman White said safety measures will be implemented for county facilities as a way to help prevent public and employee exposure to Coronavirus, and he shared web resources where information on Covid-19 could be found.

Commissioner Payment recently attended an Alcohol Abuse event at Moyock Middle School and explained funding for these types of educational programs is provided through the Alcoholic Beverage Control (ABC) Commission. He also commended all involved for the excellent response to a recent fire in Lower Currituck County.

Commissioner McCord also attended the alcohol abuse presentation at Moyock Middle School and said it was a good program. He congratulated fellow Commissioners on their successful primary elections. He also acknowledged responders to the recent fire call in Lower Currituck and encouraged citizens to call dispatch if they require assistance.

Commissioner J. Owen Etheridge said he attended the Crawford Township Volunteer Fire Department awards banquet and noted how impressed he was with their firefighter training efforts. He cautioned all to pray, be safe, and use common sense to protect against the COVID-19 virus.

Commissioner Jarvis reported on the recent Trillium Health advisory meeting where human trafficking was discussed. Statistics showed North Carolina is tenth in the nation for the number of trafficking victims and signs of trafficking were presented. She commended Sheriff Beickert for his outreach to educate the community about human trafficking. Commissioner Jarvis reported on the recent community recycling meeting held for Corolla homeowners and commended the County Manager for his honest conversation and professional presentation to those who attended.

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



Ben Stikeleather, County Manager, reviewed a list of recommendations for implementation by the county to help slow the spread of the Corona Virus and protect citizens and employees from exposure. Mr. Stikeleather said recommendations would begin the following day and stay in effect for thirty days, with Board approval. Recommendations included the closure or restricted access for county facilities, cancellation of all scheduled public meetings and events, departmental staffing changes, and modifications to the employee sick leave policy. He said the county would remain open for business. Essential personnel such as emergency services and utilities employees would remain on duty.

Following review and discussion, Mr. Stikeleather requested Board action to approve the recommendations and revised sick leave policy included in documents distributed earlier to Commissioners. Commissioner Payment moved to accept the recommendations as presented by the County Manager. Commissioner J. Owen Etheridge seconded the motion. The motion carried unanimously.

Mr. Stikeleather confirmed modifications would begin the next day and run through April 17, 2020, and be reevaluated as needed.

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

## PUBLIC HEARINGS

### A. Consideration and Action: PB 90-07 Pine Island, Phase 5:

#### APPLICATION SUMMARY

<b>Property Owner:</b> Pine Island Properties, LLC 4400 Silas Creek Pkwy, Suite 302 Winston Salem, NC 27104	<b>Applicant:</b> Turnpike Properties, LLC 4400 Silas Creek Pkwy, Suite 302 Winston Salem, NC 27104
<b>Case Number:</b> PB90-07	<b>Application Type:</b> Preliminary Plat/Use Permit Phase 5B
<b>Parcel Identification Numbers:</b> 0128-000-002H-0000 (Phase 5B)	<b>Existing Use:</b> Planned Unit Development
<b>2006 Land Use Plan Classification:</b> Full Service	<b>PUD Parcel Size (Acres):</b> 366.22 <b>Phase 5B:</b> 25.15
<b>Request:</b> Preliminary Plat/Use Permit	<b>Zoning:</b> SFO with PUD Overlay
<b>PUD Number of Units:</b> 303 units <b>Phase 5B:</b> 23 units	<b>PUD Density:</b> .87 units per acre <b>Phase 5B:</b> .91 units per acre
<b>PUD REQUIRED Open Space:</b> 128.18 acres (35%) <b>Phase 5B:</b> 7.01 acres (27.9%)	<b>PUD PROVIDED Open Space:</b> 137.95 acres (37.67%) <b>Phase 5B:</b> 7.01 acres (27.9%)

#### SURROUNDING PARCELS

	Land Use	Zoning
North	Single Family Dwellings, Hotel and National Audubon Society Property	SFO with PUD Overlay
South	Single Family Dwellings and National Audubon Society Property	SFO with PUD Overlay
East	Single Family Dwellings and Atlantic Ocean	SFO with PUD Overlay
West	National Audubon Society Property	SFO with PUD Overlay

The applicant is requesting preliminary plat/use permit approval for a 23 lot residential subdivision within the Pine Island Planned Unit Development (PUD). On September 16, 2019, the Board of Commissioners approved an amended sketch plan/use permit for Pine Island PUD to allow Phase 5B (Lot 4R) to be developed as 23 single-family dwelling lots on condition that the side setbacks shall be a minimum of 15' on the proposed lots. The applicant is proposing 15' side setbacks for principal structures. The property is located adjacent to the Atlantic Ocean, south of the Hampton Inn in Corolla. Paved sidewalks are proposed within the subdivision and connections will be made to the existing sidewalk along NC12. Community water access is available on the North and South of the property and each owner of oceanfront property may construct a private beach access way. A cabana is proposed at the northern end of the property.

A community meeting was not required for this application; community meetings are not required for plats of less than 50 lots.

INFRASTRUCTURE	
<b>WATER</b>	PUBLIC
<b>SEWER</b>	PRIVATE CENTRALIZED SYSTEM
<b>TRANSPORTATION</b>	PEDESTRIAN: PROPOSED SIDEWALK WILL CONNECT TO PATH ALONG NC12 CONNECTIVITY SCORE: MINIMUM = 1.2 PROPOSED = 1.5
<b>STORMWATER/DRAINAGE</b>	REVIEWED BY SOIL AND STORMWATER MANAGER.
<b>LIGHTING</b>	NONE PROPOSED.
<b>LANDSCAPING</b>	STREET TREES WILL BE REQUIRED.
<b>PARKING</b>	ADEQUATE PARKING WILL BE PROVIDED ON EACH LOT AS WELL AS AT THE PROPOSED CABANA AMENITY.
<b>COMPATIBILITY</b>	THE USE IS COMPATIBLE WITH THE 2006 LAND USE PLAN.
<b>RECREATION AND PARK AREA DEDICATION</b>	A FEE-IN-LIEU WILL BE PROVIDED. THE FEE WILL BE BASED ON THE ASSESSED VALUE AT THE TIME OF FINAL PLAT.
<b>RIPARIAN BUFFERS</b>	CAMA REGULATIONS APPLY TO OCEANFRONT LOTS.

## RECOMMENDATIONS

### TECHNICAL REVIEW COMMITTEE

THE TECHNICAL REVIEW COMMITTEE RECOMMENDS ADOPTION OF THE USE PERMIT AND APPROVAL OF THE PRELIMINARY PLAT SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

1. The application complies with all applicable review standards of the UDO.
2. The applicant demonstrates the proposed use will meet the use permit review standards of the UDO.

3. 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. Side setbacks shall be a minimum of 15' for principal structures.
  - b. A fee in lieu is required and shall be paid prior to final plat.

## 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. THE USE CONFORMS TO ADJACENT LAND USES.
2. APPROPRIATE CONSIDERATIONS TO THESE COMPONENTS WILL BE GIVEN DURING DESIGN OF CONSTRUCTION DRAWINGS.
3. THE PROPOSED DEVELOPMENT WILL BE SERVED BY A NEW ROADWAY MEETING NCDOT STANDARDS AND WATER/SEWER MEETING STATE REGULATIONS.

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 proposed use will not injure the values of adjoining or abutting properties and will complement the adjoining existing uses.
2. The proposed single family dwelling lots are equivalently sized (actually larger) to the adjoining subdivision and offer similar amenities.

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

Preliminary Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service within the Corolla subarea. The proposed use is consistent with the policies of the plan, including:

POLICY HN1: Currituck County shall encourage development to occur at densities appropriate for the location.

POLICY HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:

1. OPEN SPACE DEVELOPMENTS that cluster homes on less land, preserving permanently dedicated open space and often employ on-site or community sewage treatment.

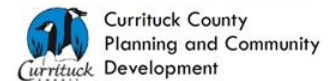
The use will not exceed the county's ability to provide adequate public facilities, including, but not limited to: schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate.

PRELIMINARY STAFF FINDINGS:

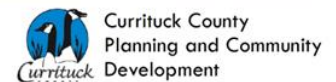
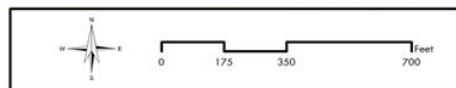
1. The proposed use will not exceed the county's ability to provide adequate public facilities. Utility services are proposed for the site, wastewater and water capacity are available, and on-site stormwater management is proposed to address additional run-off.



Pine Island PUD Phase 5B  
Preliminary Plat/Use Permit  
Aerial



Pine Island PUD Phase 5B  
Preliminary Plat/Use Permit  
Zoning







Parties to testify were sworn in and Planner, Jennie Turner, reviewed the request which was continued from the February 17, 2020 meeting of the Board of Commissioners. Ms. Turner used the overhead and displayed an aerial of the subdivision location and plat. Findings of fact, conditions of approval, and setback exemptions and encroachments were reviewed and discussed by the Board.

John Morrison, Attorney representing the applicant, addressed the Board of Commissioners. He confirmed the applicant is agreeable to a fifteen foot setback with allowable encroachments as described.

Gregory Bourne of Kitty Hawk, licensed Real Estate Appraiser, was questioned by Mr. Morrison about his qualifications and experience performing appraisals in the area. Mr. Bourne discussed the methods used to develop his assessment of the subject property. Mr. Bourne's findings determined the development would not impact the value of neighboring properties and would be in harmony with the area in which it is located. Mr. Bourne responded to questions posed by the Board.

When asked, Project Engineer Mike Strader, said the applicant would be amenable to installing a wooden walkway on the western side of the subdivision. Mr. Morrison confirmed agreement as long as the walkway could get CAMA (Coastal Area Management Act) approval, which would be required.

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

Chairman White moved to approve PB 90-07, Pine Island Phase 5B Preliminary

Plat/Use Permit, with staff recommendations because the applicant has demonstrated the proposed use meets the use permit review standards of the Unified Development Ordinance (UDO).

Conditions of Approval:

The application complies with all applicable review standards of the UDO.

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 including:

- Side setbacks shall be a minimum of 15' for principal structures and allows structures as referenced by Planning staff (Jennie Turner) and agreed to by the applicant.
- A fee in lieu is required and shall be paid prior to final plat
- Additionally, on the south end of the proposed development, an approved wooden walkover will be installed for guests provided the applicant can get CAMA approval and any other permits required to construct the walkway.

The use will not endanger the public health or safety. The use conforms to adjacent land uses and consideration will be given through site plan design.

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 use will compliment adjoining existing uses and the proposed single-family dwelling lots are equivalently sized to the adjoining subdivision and offer similar amenities.

The use will be in conformity with the Land Use Plan or other officially adopted plans. The 2006 Land Use Plan (LUP) classifies this site as Full Service within the Corolla subarea. The proposed use is consistent with the policies of the plan, including:

- Policy HN1-Currituck County shall encourage development to occur at densities appropriate for the location
- Policy HN3-Currituck county shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl. This proposed subdivision meets Open Space Developments that cluster homes on less land, preserving permanently dedicated open space and often employ on-site or community sewage treatment.

The use will not exceed the county's ability to provide adequate public facilities. Utility services are proposed for the site, wastewater and water capacity are available, and on-site stormwater management is proposed to address additional run-off.

Commissioner McCord seconded the motion and the motion carried, 7-0.

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

## RECESS

A recess was called at 7:40 PM, following the Public Hearing. The meeting was reconvened at 7:48 PM.

## NEW BUSINESS

### **A. Consideration of An Ordinance Amending Section 2-97 of the Currituck County Code of Ordinances to Increase the Number of Consecutive Terms a Member of an Authority, Board or Commission May Serve**

County Attorney, Ike McRee, reviewed the ordinance amendment that had been discussed originally at the Board of Commissioners retreat to increase the number of consecutive terms a member of a county advisory, board or committee may serve from two to three, two-year terms.

Commissioner J. Owen Etheridge moved for approval. The motion was seconded by Commissioner Beaumont. The motion carried, 7-0.

Prior to the vote, Mr. McRee reviewed for Commissioner Mary Etheridge a provision in the ordinance that prohibits Commissioners from serving on an advisory for a set period of time after leaving office.

### **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 2-97 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO INCREASE THE NUMBER OF CONSECUTIVE TERMS A MEMBER OF AN AUTHORITY, BOARD OR COMMISSION MAY SERVE**

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

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

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

PART I. Section 2-97 of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

**Sec. 2-97. Consecutive terms of office.**

- (a) No person who has been appointed to ~~two~~ three consecutive terms as a member of any authority, board or commission shall be eligible for reappointment to the same board for the next consecutive term.
- (b) Appointees who are being appointed to completely new positions; unexpired terms from which incumbents are removed; or unexpired terms for which there are vacancies at the present time are deemed to be appointed to fill unexpired terms and shall be eligible to serve ~~two~~ three consecutive terms after the expiration of the unexpired term.
- (c) If a person who has served ~~one~~ two full terms is reappointed to a ~~second~~ third term and then resigns during the ~~second~~ third term, that person is not eligible for reappointment during the next consecutive term.
- (d) If a person is nominated to a board by an at large county commissioner or county commissioner of one district, and serves ~~two~~ three consecutive terms, the same person cannot be reappointed to the same board, even if ~~he or she is~~ they are nominated by a different county commissioner.
- (e) If a board has certain criteria for membership, such as income guidelines, but also has different criteria for other members, such as educational, professional or income guidelines, a member who has served ~~two~~ three consecutive terms in one capacity cannot be reappointed to the same board to serve in a different capacity.

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 16th day of March, 2020.

\_\_\_\_\_  
Bob White, Chairman  
Board of Commissioners

ATTEST:

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

(COUNTY SEAL)

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

**B. Airport Hangar Lease Agreement**



William Nelson, Currituck County Airport Manager, presented for consideration a hangar lease agreement document, and explained a party is interested in building a hangar at the airport. Mr. Nelson said it is a good opportunity for the county, resulting in an increase in property tax from the housing of two aircraft and perhaps the ability to secure additional Division of Aviation grant funding.

Commissioner Jarvis moved for approval of the Airport Ground Lease Agreement. The motion was seconded by Commissioner Beaumont. The motion carried, 7-0.

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

### **C. Consideration for the Approval of a Sand Fencing Grant Program Agreement**

Ben Stikeleather, County Manager, reviewed the grant program that would allow oceanfront property owners and homeowner's associations to apply to receive sand fencing for dune protection and preservation. Cost of fencing will be absorbed by the county and would require proper installation at the grantees expense for the purpose of dune protection and preservation.

Chairman White moved for approval. The motion was seconded by Commissioner McCord. The motion carried, 7-0.

### **GRANT AGREEMENT**

This Grant Agreement made, entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "County"), and \_\_\_\_\_, ("Grantee").

### **WITNESSETH:**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any person in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-438 a county may expend public funds to finance the acquisition, construction, reconstruction, extension, maintenance, improvement or enlargement of groins, jetties, dikes, moles, walls, sand dunes, vegetation, or other types of works or improvements that are designed for controlling beach erosion, for protection from hurricane floods, or for preserving or restoring facilities and natural features that afford protection to the beaches and other land areas of the county and to the life and property of the county; and

WHEREAS, Grantee desires to install sand fencing located at

\_\_\_\_\_  
\_\_\_\_\_(address and parcel number; if Grantee is POA describe area of coverage) by installing the appropriate amount of sand fencing in order to extend, maintain and enlarge the sand dunes for protection from hurricane floods and to preserve and restore those sand dunes to afford protection to a portion of the beach and property located landward of the beach; and

NOW, THEREFORE, for valuable consideration and the mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. To assist Grantee with the cost to purchase and install the sand fencing located at:

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

County agrees to award a grant to Grantee for the cost of the sand fencing and Grantee agrees to pay for the installation of the fencing.

2. Grantee agrees that Grantee will use grant funds only for the purpose of purchasing the amount of sand fencing needed to install along the landward side of the beach front sand dunes located at the property referenced above.
3. PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Grantee must fulfill the following requirements:

- 3.1 Installation of sand fencing requires an exemption letter from the CAMA Local Permit Officer. Grantee shall be responsible for contacting the Currituck County CAMA LPO Officer located in the Corolla office at 1123 Ocean Trail, Corolla, North Carolina to obtain the specifications and conditions required prior to installation of any sand fencing.
- 3.2 Grantee shall order and pay for the total cost of the sand fencing to include poles and connections.
- 3.3 Grantee assumes responsibility for the proper installation of the sand fence and any associated costs with said installation.
- 3.3 Grantee shall complete the installation of fencing by \_\_\_\_\_.
- 3.4 Upon completion of the sand fence installation, Grantee shall notify the Currituck County CAMA LPO Officer County and request an inspection of the fence.

4. DISBURSEMENT OF GRANT

- 4.1 The CAMA LPO Officer will inspect the property for sand fence installation within two weeks of notification of the completed installation by Grantee. An inspection report shall be provided to the Grantee to use in submittal for reimbursement.
- 4.2 Grantee shall submit the inspection report provided by the CAMA LPO Officer that the fence has been installed in conformity of the Coastal Area Management Act together with

a copy of the invoice for material, to the Currituck County Finance Department, 153 Courthouse Road, Currituck, NC 27929 for reimbursement of the cost of the sand fence material

5. Grantee agrees to make a full and accurate accounting to the County of all expenditures of the grant funding.
6. Grantee shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Grant Agreement.
7. The laws of the State of North Carolina shall control and govern this Grant Agreement. Any controversy or claim arising out of this Grant Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Currituck County, North Carolina.
8. Grantee and County respectively bind themselves, their successors, and assigns in respect to the covenants, agreements and obligations contained in this Grant Agreement.
9. This Grant Agreement sets forth the entire agreement between Grantee and the County and supersedes any and all other agreements on this subject between the parties.

NOW, THEREFORE, for valuable consideration and mutual covenants exchanged between the parties hereto, it is agreed as follows:

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

#### **D. Resolution Opposing Proposed Rule Changes by the NC Wildlife Resources Commission to move the Boundaries of Inland Waters and Coastal Waters**

County Manager, Ben Stikeleather, described the Resolution which opposes proposed boundary changes by the North Carolina Wildlife Resources Commission. Mr. Stikeleather noted the move would impact commercial fisheries and local watermen and County Attorney, Ike McRee, discussed possible constitutionality issues with the move, with one agency infringing on another. Mr. Stikeleather and Commissioners discussed prior action taken to limit resources available for commercial fishing.

Discussion concluded and Commissioner McCord moved to approve the Resolution. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0.

#### **RESOLUTION OF THE BOARD OF COMMISSIONERS OPPOSING PROPOSED RULE CHANGES BY THE NC WILDLIFE RESOURCES COMMISSION TO MOVE THE BOUNDARIES OF**

**INLAND WATERS AND COASTAL WATERS**

**WHEREAS**, many of our citizens earn their livelihoods through commercial fishing activities; and,

**WHEREAS**, many of our residents and visitors enjoy fishing and water sports for recreational purposes; and,

**WHEREAS**, the NC Wildlife Resources Commission seeks to change the boundaries of Inland Waters and Coastal Waters in North Carolina; and,

**WHEREAS**, these proposed changes would disrupt and confuse the public in their commercial and recreational use of our waters; and,

**WHEREAS**, the Coastal Area Management Act (CAMA) provides protections for our waters and wetlands; and

**WHEREAS**, we object to any of our waters being removed from the protection of existing coastal management, water quality, and habitat conservation programs;

**WHEREAS**, the recent acts of the NC Wildlife Resources Commission are causing confusion for local citizens and conflict among regulatory agencies;

**NOW THEREFORE, BE IT RESOLVED** by the Currituck County Board of Commissioners, does hereby express its opposition to the rule making actions of the NC Wildlife Resources Commission in 2019 and described by WRC Executive Director Gordon Myers on or about January 29, 2020; and

**BE IT FURTHER RESOLVED** that copies of this Resolution are transmitted to our Representative and our Senator in the NC General Assembly and to Governor Roy A. Cooper, III to let them know of our opposition to the actions of the NC Wildlife Resources Commission.

**ADOPTED** this 16<sup>th</sup> day of March, 2020.

ATTEST:

\_\_\_\_\_  
Robert M. White, Chairman

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

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

**2769 : Classification Chart & Salary Revisions-Sheriff**

Prior to considering Consent Agenda, Commissioner J. Owen Etheridge moved to pull the Classification Chart and salary revision item so the Board could hold discussion on the portion related to the Sheriff's salary. Commissioner Payment seconded the motion. The motion carried, 7-0, and the item was open for discussion.

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

### **Motion to approve Sheriff salary increase**

County Manager, Ben Stikeleather, reviewed for Commissioners a request to include the Sheriff in the career development plan that had been established for law enforcement officers in the last budget. Mr. Stikeleather said Sheriff's pay increase related to the career development plan, plus longevity pay, would result in an annual salary of \$107,367. Mr. Stikeleather responded to questions posed by Commissioners and when asked about other elected officials, said those salaries are established by the Board and the number presented reflects the maximum salary with all of the career development increases included. He clarified an earlier increase in the Sheriff's salary was due to a 2% cost of living raise.

Discussion followed. Commissioner Mary Etheridge said she could not see giving a \$19,000 increase at this time and it should be handled during budget sessions. She voiced concerns with unknown problems due to Coronavirus and noted a current pay study underway for county employees.

Commissioner McCord discussed the career development plan within for Sheriff Deputies, and said he has an issue with the number two ranked employee making more than the highest ranking member of the department. He said the average salary listed online for North Carolina Police Chiefs and Sheriffs is \$105,000.

Mr. Stikeleather reviewed the modifications made to the Sheriff's office career development plan that were implemented in the 2019 budget, and he presented Sheriff's salaries in areas comparable to Currituck County. Currituck County having no municipalities was also considered.

Commissioner Beaumont disagreed with Commissioner McCord's idea that supervisors must make more than those who report to them, and suggested that the Board may have voted differently if the Sheriff had been included during budget discussions of the revised career development plan. Commissioner Beaumont suggested tabling the issue to revisit at budget time and to see what develops with Coronavirus.

Chairman White noted the Sheriff's years of service, training and experience, and with no municipalities, his department serving as the basis for all law enforcement in the county. Commissioner Jarvis discussed the work Sheriff Beickert been credited with by other organizations, naming his efforts to fight human trafficking and his work with juvenile offenders.

Mr. Stikeleather explained several options the Board could consider as it related to establishing the Sheriff's salary and the Chief Deputy's salary was reported to

Commissioners. Discussion of longevity and issues with retention were also discussed, and staff responded to additional questions posed by Commissioners.

Chairman White suggested a lower salary could be considered. Commissioner Beaumont restated his position that it is a budget discussion and said the County will be stressed financially this year. Commissioner Beaumont moved to table the item until budget discussions. Commissioner Mary Etheridge seconded. The motion failed, with Commissioners Beaumont and Mary Etheridge voting in favor and Chairman White and Commissioners Payment, J. Owen Etheridge, Jarvis and McCord opposed.

Mr. Stikeleather was asked for a figure with longevity removed, and he said the salary would be \$95,047.

Commissioner Payment moved to look at the Sheriff's increase excluding longevity at this time and hold further discussion at budget meetings. The increase at this time will be 8%, with longevity portion to be looked at a later date. The salary would be set at \$95,047 with an effective date of March 30, 2020.

The motion was seconded by Commissioner Jarvis. The motion carried on a vote of 5-2, with Commissioner Beaumont and Commissioner Mary Etheridge opposed.

<b>RESULT:</b>	<b>APPROVED [5 TO 2]</b>
<b>MOVER:</b>	Mike H. Payment, Vice Chairman
<b>SECONDER:</b>	Selina S. Jarvis, Commissioner
<b>AYES:</b>	Bob White, Chairman, Mike H. Payment, Vice Chairman, J. Owen Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner
<b>NAYS:</b>	Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner

## E) Consent Agenda

The Sheriff's salary discussion concluded and Commissioner J. Owen Etheridge moved to approve the remaining Consent Agenda items. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

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

### 1) Approval Of Minutes-March 2, 2020

#### 1. Minutes for March 2, 2020

#### 2. Budget Amendments

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
50795-590007	Shingle Landing Park	\$ 205,000	
50795-590005	Veteran's Park Dock Improvement		\$ 11,003
50795-594500	Soccer Fields		\$ 2,233
50510-590002	Shooting Range		\$ 32,424
50512-590000	Incinerator		\$ 3,454
50512-594500	Animal Shelter		\$ 3,270
50796-590012	Carova Park - FY 2018		\$ 1,448
50380-481000	Investment Earnings		\$ 151,168
		\$ 205,000	\$ 205,000
<b>Explanation:</b>	County Governmental Construction (50) - Increase appropriations for Shingle Landing Park after bids evaluated. This will be funded through residual funds from closed projects for the Veteran's Park Dock Improvements, Baseball/Softball and Soccer Fields, Shooting Range, Incinerator, Animal Shelter and Carova Park with additional funds from investment earnings.		
<b>Net Budget Effect:</b>	County Governmental Construction Fund (50) - Increased by \$151,168.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10640-532000	Supplies		\$ 175
10640-553000	Dues & Subscriptions	\$ 175	
10796-590000	Capital Outlay		\$ 2,762
10796-532000	Supplies	\$ 2,762	
		\$ 2,937	\$ 2,937
<b>Explanation:</b>	Cooperative Extension (10640); Currituck County Rural Center (10796) - Transfer funds for increases in dues and for computer upgrades that fall below the capital outlay threshold.		
<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>		
10460-516000	Repairs & Maintenance	\$ 8,209	
10460-545000	Contracted Services		\$ 7,500
10460-590000	Capital Outlay		\$ 8,209
10490-545000	Contracted Services Other	\$ 2,000	
10490-545003	Contracted Services CRT/Jail	\$ 5,500	
		\$ 15,709	\$ 15,709
<b>Explanation:</b>	Public Works (10460); Court Facilities (10490) - Transfer funds for repairs and increased contracts for the remainder of the year.		
<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>		
10490-545003	Contracted services	\$ 37,085	
10380-484001	Insurance Recovery		\$ 37,085
10490-545003	Contracted services	\$ 5,000	
10460-592000	Projects		\$ 5,000
		\$ 42,085	\$ 42,085
<b>Explanation:</b>	Public Works (10460); Judicial Building (10490) - Increase appropriations to record insurance funds for Judicial building damages.		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$37,085.		



		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
63838-516000	Repairs & Maintenance	\$ 5,000	
63838-590000	Capital Outlay		\$ 5,000
		<u>\$ 5,000</u>	<u>\$ 5,000</u>
<b>Explanation:</b>	Solid Waste (63838) - Transfer funds for roof repairs at the transfer station scale house.		
<b>Net Budget Effect:</b>	Solid Waste Fund (63) - No change.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10535 502000	Salaries		\$ 69,000
10535 502100	Salaries - Overtime	\$ 69,000	
		<u>\$ 69,000</u>	<u>\$ 69,000</u>
<b>Explanation:</b>	Communications (10535) - Transfer funds for overtime due to scheduling and position vacancies.		
<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>		
10410-514000	Travel	\$ 1,000	
10410-514500	Training & Education	\$ 1,000	
10410-561000	Professional Services		2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>
<b>Explanation:</b>	Administration (10410) To transfer funds for additional training for remainder of fiscal year.		
<b>Net Budget Effect:</b>	Operating Fund (10) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
67878-545000	Contract Services		\$ 10,000
67878-532000	Supplies	\$ 4,000	
67878-516000	Repairs & Maintenance	6,000	
		<u>\$ 10,000</u>	<u>\$ 10,000</u>
<b>Explanation:</b>	Mainland Central Sewer (67878) - Transfer funds for supplies and pumps for the YMCA lift station.		
<b>Net Budget Effect:</b>	Mainland Central Sewer Fund (67) - No change.		

### 3. Surplus Resolution-Communications (Radio/Tower Equip)

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 disposed of-not sellable.			
County			
Asset Tag	Description	Serial Number	Original Cost
2743	RADIO TOWER IN JARVISBURG (UPGRADES)		5,422.00
3820	FIRE/RESCUE QUANTAR BASE/REPEATER STATIO	448CWF0017	10,641.50
3959	FIRE & RESCUE REPEATER SYSTEM		9,952.00
3960	FIRE/RESCUE SAT RECEIVER VOTER SYSTEM		
4133	MTR 2000 SHERIFF DEPT REPEATER STATION	474CXT0163	21,510.75
4451	MOYOCK TOWER REPEATER	780TEY0715	14,898.85
	<div>ALL TO BE DISPOSED OF NO LONGER WORKING UNSELLABLE</div>		
<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 16th day of March, 2020.			

### 4. Classification Chart Revision and Salary Adjustments: Public Works Director, Sheriff

**RECESS REGULAR MEETING**

Chairman White recessed the regular meeting to hold a Special Meeting of the Board of Commissioners sitting as the Tourism Development Authority.

**SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY**

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

**F. Budget Amendment-TDA**

Ben Stikeleather, County Manager, reviewed the budget amendment that would provide funding to replace the horse fencing located on the beach at the northern terminus of Highway 12.

Chairman White moved for approval and Commissioner Beaumont seconded the motion. 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>		
15447-590000	Capital Outlay	\$ 41,925	
15320-415000	Occupancy Tax		\$ 41,925
		<u>\$ 41,925</u>	<u>\$ 41,925</u>
<b>Explanation:</b>	Occupancy Tax - Tourism Related (15447) - Increase appropriations to allocate \$50,625 for replacement of the horse fence in Corolla from the vehicle access gate on the ocean front west to the cattle grate located at the north end of NC 12. This project does not include the section of the fence from the vehicle access gate extending into the ocean that will be repaired by the Corolla Wild Horse Fund. Funding will come from Occupancy Tax that will include \$9,000 previously approved to camping platforms that will not be used for that project.		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - Increased by \$41,925.		

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

### **ADJOURN SPECIAL MEETING AND RECONVENE**

There was no further business and Commissioner Mary Etheridge moved to adjourn. Commissioner McCord seconded the motion and the motion carried, 7-0. The meeting of the Tourism Development Authority adjourned at 8:30 PM.

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

### **CLOSED SESSION**

- 1. Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and to Preserve the Attorney-client Privilege in the Matter Entitled 85 and Sunny, LLC v. Currituck County.**

Chairman White reconvened the regular meeting of the Board of Commissioners and moved to enter Closed Session pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and to preserve the attorney-client privilege in the matter entitled 85 and Sunny, LLC v. Currituck County. Commissioner McCord seconded the motion. The motion carried and the Board of Commissioners entered Closed Session.

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

### **ADJOURN**

#### **Motion to Adjourn Meeting**

Discussion continued following Closed Session. Ben Stikeleather, County Manager, reported that Auto One-Stop, a used car business in the county, had begun the process to apply for a new Use Permit after revocation of the one previously issued.

Chairman White talked about requiring applicants to have an attorney present during quasi-judicial proceedings. County Attorney, Ike McRee, explained although an individual can represent themselves, companies risk being construed as practicing law without a license. He said the same burden would also be required of an opposing side as it relates to testimony to the findings of fact.

Mr. Stikeleather discussed concerns raised by county staff over the developer's wastewater plan for the Fost Tract, a large subdivision approved for the northern part of the county. The plan is to install a 60,000 gallons per day (gpd) septic waste disposal system, in lieu of a community treatment plant. After talking with the North Carolina Department of Health and Human Services (DHHS), Mr. Stikeleather found the proposed system for the Fost Tract would be more than double the size of anything else permitted in the state. Mr. Stikeleather described the approval process for these types of septic systems through DHHS and asked the Board if they wanted the item brought back to the Board to discuss these concerns. Commissioners chose not to bring the item back.

There was no further discussion and Commissioner Beaumont moved to adjourn. Commissioner McCord seconded the motion. The motion carried and the meeting was adjourned.

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



**STAFF REPORT**  
**PB 90-07 PINE ISLAND PUD**  
**PRELIMINARY PLAT/USE PERMIT**  
**BOARD OF COMMISSIONERS**  
**FEBRUARY 17, 2020**

### APPLICATION SUMMARY

<b>Property Owner:</b> Pine Island Properties, LLC 4400 Silas Creek Pkwy, Suite 302 Winston Salem, NC 27104	<b>Applicant:</b> Turnpike Properties, LLC 4400 Silas Creek Pkwy, Suite 302 Winston Salem, NC 27104
<b>Case Number:</b> PB90-07	<b>Application Type:</b> Preliminary Plat/Use Permit Phase 5B
<b>Parcel Identification Numbers:</b> 0128-000-002H-0000 (Phase 5B)	<b>Existing Use:</b> Planned Unit Development
<b>2006 Land Use Plan Classification:</b> Full Service	<b>PUD Parcel Size (Acres):</b> 366.22 <b>Phase 5B:</b> 25.15
<b>Request:</b> Preliminary Plat/Use Permit	<b>Zoning:</b> SFO with PUD Overlay
<b>PUD Number of Units:</b> 303 units <b>Phase 5B:</b> 23 units	<b>PUD Density:</b> .87 units per acre <b>Phase 5B:</b> .91 units per acre
<b>PUD REQUIRED Open Space:</b> 128.18 acres (35%) <b>Phase 5B:</b> 7.01 acres (27.9%)	<b>PUD PROVIDED Open Space:</b> 137.95 acres (37.67%) <b>Phase 5B:</b> 7.01 acres (27.9%)

### SURROUNDING PARCELS

	Land Use	Zoning
North	Single Family Dwellings, Hotel and National Audubon Society Property	SFO with PUD Overlay
South	Single Family Dwellings and National Audubon Society Property	SFO with PUD Overlay
East	Single Family Dwellings and Atlantic Ocean	SFO with PUD Overlay
West	National Audubon Society Property	SFO with PUD Overlay

### STAFF ANALYSIS

The applicant is requesting preliminary plat/use permit approval for a 23 lot residential subdivision within the Pine Island Planned Unit Development (PUD). On September 16, 2019, the Board of Commissioners approved an amended sketch plan/use permit for Pine Island PUD to allow Phase 5B (Lot 4R) to be developed as 23 single-family dwelling lots on condition that the side setbacks shall be

a minimum of 15' on the proposed lots. The applicant is proposing 15' side setbacks for principal structures. The property is located adjacent to the Atlantic Ocean, south of the Hampton Inn in Corolla. Paved sidewalks are proposed within the subdivision and connections will be made to the existing sidewalk along NC12. Community water access is available on the North and South of the property and each owner of oceanfront property may construct a private beach access way. A cabana is proposed at the northern end of the property.

A community meeting was not required for this application; community meetings are not required for plats of less than 50 lots.

INFRASTRUCTURE	
Water	Public
Sewer	Private Centralized System
Transportation	Pedestrian: Proposed sidewalk will connect to path along NC12 Connectivity Score: Minimum = 1.2 Proposed = 1.5
Stormwater/Drainage	Reviewed by Soil and Stormwater Manager.
Lighting	None proposed.
Landscaping	Street Trees will be required.
Parking	Adequate parking will be provided on each lot as well as at the proposed cabana amenity.
Compatibility	The use is compatible with the 2006 Land Use Plan.
Recreation and Park Area Dedication	A fee-in-lieu will be provided. The fee will be based on the assessed value at the time of final plat.
Riparian Buffers	CAMA regulations apply to oceanfront lots.

## RECOMMENDATIONS

### TECHNICAL REVIEW COMMITTEE

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

1. The application complies with all applicable review standards of the UDO.
2. The applicant demonstrates the proposed use will meet the use permit review standards of the UDO.
3. 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. Side setbacks shall be a minimum of 15' for principal structures.
  - b. A fee in lieu is required and shall be paid prior to final plat.

## 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. The use conforms to adjacent land uses.
2. Appropriate considerations to these components will be given during design of construction drawings.
3. The proposed development will be served by a new roadway meeting NCDOT standards and water/sewer meeting State regulations.

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 proposed use will not injure the values of adjoining or abutting properties and will complement the adjoining existing uses.
2. The proposed single family dwelling lots are equivalently sized (actually larger) to the adjoining subdivision and offer similar amenities.

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

Preliminary Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service within the Corolla subarea. The proposed use is consistent with the policies of the plan, including:

POLICY HN1: Currituck County shall encourage development to occur at densities appropriate for the location.

POLICY HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:

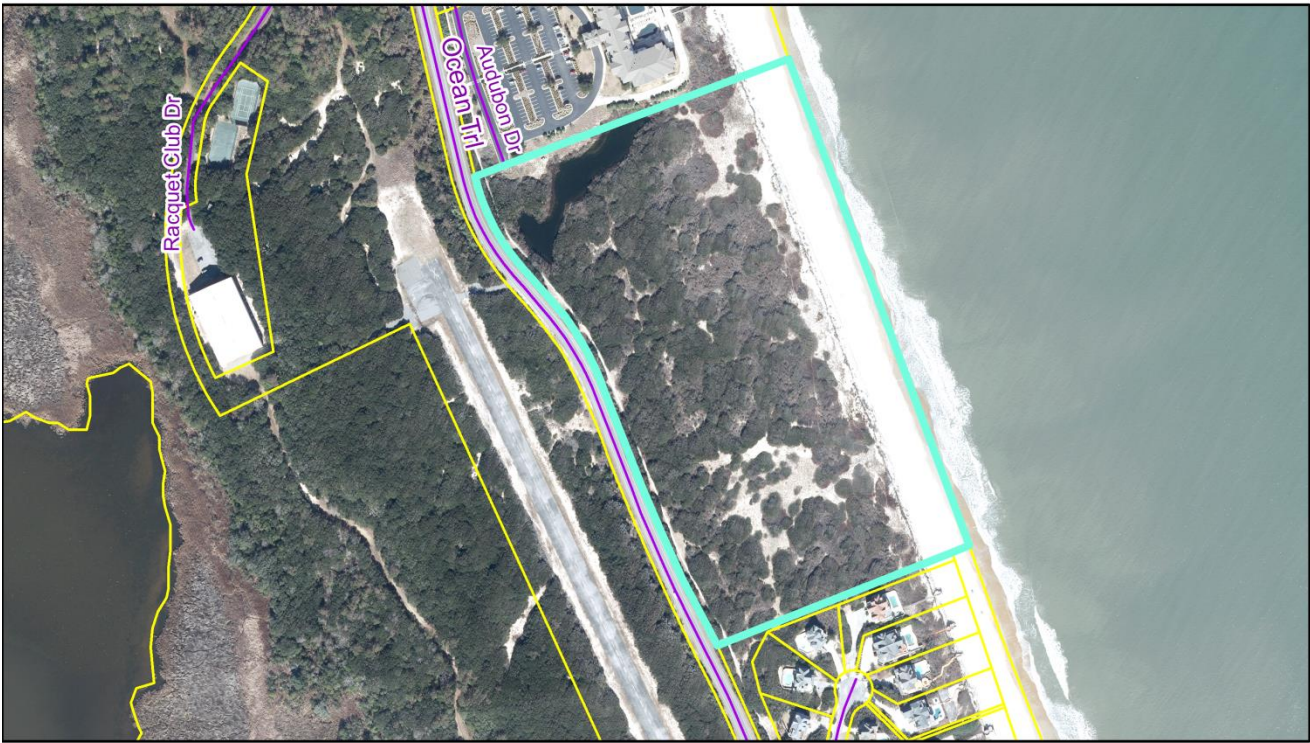
1. OPEN SPACE DEVELOPMENTS that cluster homes on less land, preserving permanently dedicated open space and often employ on-site or community sewage treatment.

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.

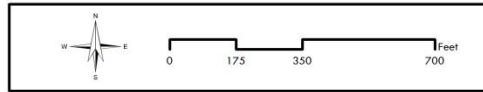
Preliminary Staff Findings:

1. The proposed use will not exceed the county's ability to provide adequate public facilities. Utility services are proposed for the site, wastewater and water capacity are available, and on-site stormwater management is proposed to address additional run-off.





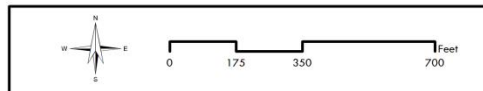
Pine Island PUD Phase 5B  
Preliminary Plat/Use Permit  
Aerial



Currituck County  
Planning and Community  
Development



Pine Island PUD Phase 5B  
Preliminary Plat/Use Permit  
Zoning

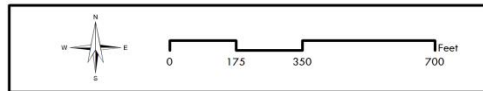


Currituck County  
Planning and Community  
Development





Pine Island PUD Phase 5B  
Preliminary Plat/Use Permit  
Land Use Plan Classification



Currituck County  
Planning and Community  
Development

Attachment: 1 Staff Report PI Phase 5B (PB 90-07 Pine Island, Phase 5)

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)



# Major Subdivision Application

## OFFICIAL USE ONLY:

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

## Contact Information

## APPLICANT:

Name: Turnpike Properties, LLC  
 Address: 4400 Silas Creek Parkway, Suite 302  
Winston Salem, NC 27104  
 Telephone: (336)722-2236  
 E-Mail Address: rbizzard1@me.com

## PROPERTY OWNER:

Name: Pine Island Properties, LLC  
 Address: 2200 Silas Creek Parkway, Suite 302  
Winston Salem, NC 27104  
 Telephone: (336) 722-2236  
 E-Mail Address: rbizzard1@me.com

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: same

## Request

Physical Street Address: Audubon Drive  
 Parcel Identification Number(s): 128000002H0000  
 Subdivision Name: Pine Island PUD  
 Number of Lots or Units: 23 Lots Phase: 5B

## TYPE OF SUBMITTAL

- ☐ Conservation and Development Plan  
☐ Amended Sketch Plan/Use Permit  
☒ Preliminary Plat (or amended)  
     ☐ Type I OR ☒ Type II  
☐ Construction Drawings (or amended)  
☐ Final Plat (or amended)

## TYPE OF SUBDIVISION

- ☐ Traditional Development  
☐ Conservation Subdivision  
☒ Planned Unit Development  
☐ Planned Development

I hereby authorize county officials to enter my property for purposes of determining compliance with all applicable standards. All information submitted and required as part of this process shall become public record.

O. Rolf Blizzard, III  
**O. Rolf Blizzard, III, Managing Director for Manager**  
 Property Owner(s)/Applicant\*

12/18/19

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.**

## Community Meeting, if applicable

Date Meeting Held: \_\_\_\_\_ Meeting Location: \_\_\_\_\_

**Use Permit Review Standards, if applicable***PUD Amended Sketch Plan/Use Permit, Type II Preliminary Plat*

Purpose of Use Permit and Project Narrative (please provide on additional paper if needed): \_\_\_\_\_  
 Lot 4R is proposed to be developed into 23 SFD lots, the amended sketch plan for Pine Island PUD was recently updated  
 to reflect this change and approved.

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 proposed use will not materially endanger the public health or safety as the use conforms to adjacent land  
 uses. Appropriate consideration to these components will be given during design of construction drawings. The  
 proposed development will be served by a new roadway meeting NCDOT standards and water/sewer meeting State regulations.

**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 proposed use will not injure the value of adjoining or abutting properties  
 and will compliment the adjoining existing uses. The proposed SFD lots are equivalently  
 sized (actually larger) than the adjoining subdivision and offers similar amenities.

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

The proposed use is in general conformance with the County's Land Use Plan, current UDO,  
 and the latest approved sketch plan. The proposed uses are within the PUD, meet the UDO's Bulk & Dimensional  
 Standards as specified in the Transitional Provisions of Chapter 1, and match the County's Future Land Use Plan.

**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.**

The proposed use will not exceed the County's ability to provide adequate public facilities.  
 Utility services are proposed for the site, wastewater and water capacity are available, and  
 on-site stormwater management is proposed to address additional runoff.

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.



**O. Rolf Blizzard, III, Managing Director for Manager**

Property Owner(s)/Applicant\*

**12/18/19**

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.**

Major Subdivision Application  
 Page 6 of 12

Revised 8/29/2018

Attachment: 2 Application (PB 90-07 Pine Island, Phase 5)



# PINE ISLAND PUD, PHASE 5B

ADDRESS ASSIGNMENT:	LOT 12 = 304 AUDUBON DR.
LOT 1 = 331 AUDUBON DR.	LOT 13 = 307 AUDUBON DR.
LOT 2 = 329 AUDUBON DR.	LOT 14 = 306 AUDUBON DR.
LOT 3 = 327 AUDUBON DR.	LOT 15 = 308 AUDUBON DR.
LOT 4 = 325 AUDUBON DR.	LOT 16 = 310 AUDUBON DR.
LOT 5 = 323 AUDUBON DR.	LOT 17 = 312 AUDUBON DR.
LOT 6 = 321 AUDUBON DR.	LOT 18 = 314 AUDUBON DR.
LOT 7 = 319 AUDUBON DR.	LOT 19 = 318 AUDUBON DR.
LOT 8 = 317 AUDUBON DR.	LOT 20 = 320 AUDUBON DR.
LOT 9 = 315 AUDUBON DR.	LOT 21 = 322 AUDUBON DR.
LOT 10 = 313 AUDUBON DR.	LOT 22 = 324 AUDUBON DR.
LOT 11 = 311 AUDUBON DR.	LOT 23 = 326 AUDUBON DR.

## OWNERSHIP & DEDICATION CERTIFICATE

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF CURRITUCK COUNTY, THAT I HEREBY FREELY ADOPT THIS PLAT OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, UTILITIES, ALLEYS, WALKS, RECREATION AND PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY OR HOME OWNER'S ASSOCIATION. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ANY OTHER PUBLIC USE AUTHORIZED BY LAW WHEN SUCH USE IS APPROVED BY THE APPROPRIATE PUBLIC AUTHORITY IN THE PUBLIC INTEREST.

OWNER DATE

## NOTARY CERTIFICATE

I, \_\_\_\_\_, A NOTARY PUBLIC OF \_\_\_\_\_ COUNTY NORTH CAROLINA, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGE THE DUE EXECUTION OF THE FOREGOING CERTIFICATE.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

NOTARY PUBLIC DATE

## PRIVATE STREETS OWNER CERTIFICATE

I HEREBY CERTIFY THAT THE PRIVATE STREETS SHOWN ON THIS PLAT ARE INTENDED FOR PRIVATE USE AND WILL REMAIN UNDER THE CONTROL, MAINTENANCE AND RESPONSIBILITY OF THE DEVELOPER AND/OR A HOMEOWNER'S ASSOCIATION AND ACKNOWLEDGE THAT SOME PUBLIC SERVICES MAY NOT BE PROVIDED DUE TO THE PRIVATE NATURE OF THE ROAD.

OWNER DATE

## APPROVAL CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT IS IN ALL RESPECTS IN COMPLIANCE WITH THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE AND, THEREFORE, THIS PLAT HAS BEEN APPROVED BY THE CURRITUCK COUNTY ADMINISTRATOR, SUBJECT TO ITS BEING RECORDED IN THE OFFICE OF THE CURRITUCK COUNTY REGISTER OF DEEDS WITHIN NINETY (90) DAYS OF THE DATE BELOW.

ADMINISTRATOR DATE

## ENVIRONMENTAL CONCERN CERTIFICATE

THIS SUBDIVISION (OR PORTIONS THEREOF) IS LOCATED WITHIN AN AREA OF ENVIRONMENTAL CONCERN

LOCAL PERMIT OFFICER DATE

## REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA  
COUNTY OF CURRITUCK

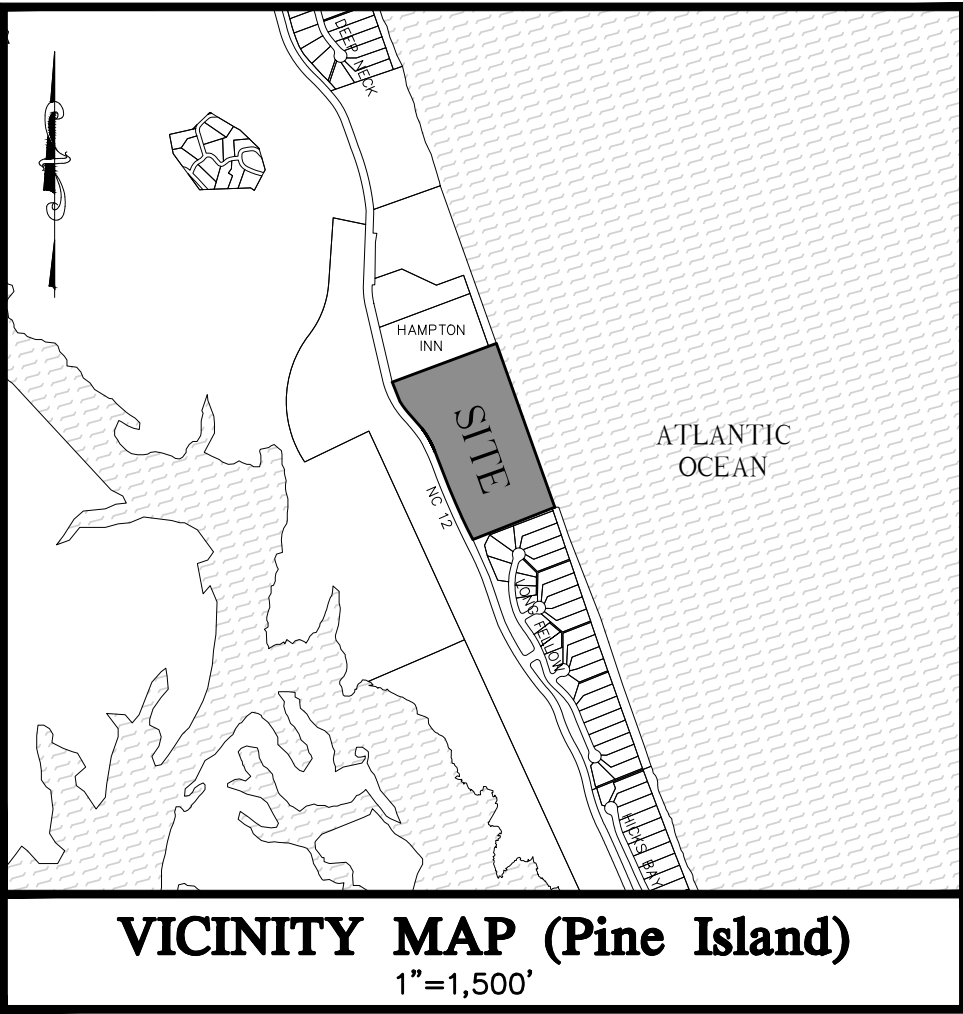
I, \_\_\_\_\_, REVIEW OFFICER OF CURRITUCK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

## IMPROVEMENTS CERTIFICATE

I HEREBY CERTIFY THAT ALL IMPROVEMENTS REQUIRED BY THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY QUIBLE & ASSOCIATES, P.C., AND SAID IMPROVEMENTS COMPLY WITH CURRITUCK COUNTY SPECIFICATIONS.

REGISTERED ENGINEER DATE



## PRIVATE ACCESS DISCLOSURE STATEMENT

PRIVATE ACCESS STREETS DO NOT MEET THE NCDOT'S MINIMUM STANDARDS FOR ASSUMPTION OF MAINTENANCE. CURRITUCK COUNTY DOES NOT CONSTRUCT OR MAINTAIN STREETS. FURTHER, SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT MAY BE PROHIBITED BY THE CURRITUCK COUNTY UDO UNLESS THE PRIVATE ACCESS STREET IS IMPROVED CONSISTENT WITH MINIMUM NCDOT STANDARDS.

## EASEMENT ESTABLISHMENT STATEMENT

A 10 FOOT EASEMENT FOR UTILITIES AND DRAINAGE ALONG REAR AND SIDE PROPERTY LINES AND A 15 FOOT EASEMENT ALONG THE FRONT PROPERTY LINE IS HEREBY ESTABLISHED.

ALL SIDEWALK AREAS ARE HEREBY ESTABLISHED AS PEDESTRIAN EASEMENTS.

## FLOODWAY/FLOODPLAIN STATEMENT

USE OF LAND WITHIN A FLOODWAY OR FLOODPLAIN IS SUBSTANTIALLY RESTRICTED BY CHAPTER 7 OF THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

## PUBLIC DEDICATION OF RECREATION AND PARK AREA, STATEMENT

A PAYMENT-IN-LIEU OF RECREATION AND PARK AREA DEDICATION HAS BEEN PROVIDED IN ACCORDANCE WITH THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE. PAYMENTS-IN-LIEU RECEIVED BY THE COUNTY SHALL BE USED ONLY FOR THE ACQUISITION OR DEVELOPMENT OF RECREATION AND PARK AREAS, AND OPEN SPACE SITES CONSISTENT WITH THE REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES SECTION 153A-331.

## STORMWATER STATEMENT

NO MORE THAN 45% OF LOTS 1-23 SHALL BE COVERED BY IMPERVIOUS STRUCTURES AND MATERIALS, INCLUDING ASPHALT, GRAVEL, CONCRETE, BRICK, STONE, SLATE, OR SIMILAR MATERIAL, NOT INCLUDING WOOD DECKING OR THE WATER SURFACE OF SWIMMING POOLS. THIS COVENANT IS INTENDED TO ENSURE COMPLIANCE WITH THE STORMWATER PERMIT NUMBER ISSUED BY THE STATE OF NORTH CAROLINA. THE COVENANT MAY NOT BE CHANGED OR DELETED WITHOUT THE CONSENT OF THE STATE. FILLING IN OR PIPING OF ANY VEGETATIVE CONVEYANCES (DITCHES, SWALES, ETC.) ASSOCIATED WITH THIS DEVELOPMENT, EXCEPT FOR AVERAGE DRIVEWAY CROSSINGS, IS STRICTLY PROHIBITED BY ANY PERSON. THE LOT COVERAGE ALLOWANCE PROVIDED IN THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE MAY BE DIFFERENT THAN THE NC STATE STORMWATER PERMIT. THE MOST RESTRICTIVE LOT COVERAGE SHALL APPLY.

## SURVEYOR'S CERTIFICATE

I, JOHN M. HURDLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE NOTES); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AND ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN (SEE NOTES); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 41-30 AS AMENDED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

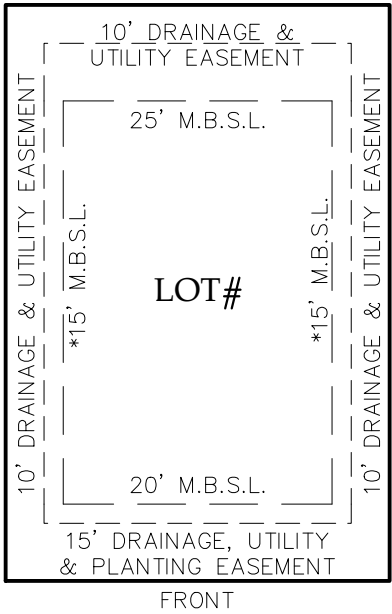
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, A.D.

JOHN M. HURDLE, PLS NC L-5209

- NOTES:
- PROPERTY OWNER / APPLICANT: PINE ISLAND PROPERTIES LLC, 1100 SOUTH STRATFORD RD, SUITE 300 WINSTON SALEM, NC 27103
  - PROPERTY IDENTIFICATION: PID: 01280000002H0000 PIN: 9942-TT-8603
  - RECORDED REFERENCE: D.B. 1071, PG. 310, PG. "J", SL 118
  - PROPERTY ZONED: LIMITED BUSINESS (LB) W/UD OVERLAY
  - TOTAL AREA = 1,095,671.41 SQ. FT. (25.15 AC)  
OPEN SPACE = 305,233.03 SQ. FT. (7.01 AC) OR 27.9%  
LOT AREA = 1,081,78.02 SQ. FT. (16.26 AC)  
ROW = 82,260.42 SQ. FT. (1.89 AC)
  - PROPOSED 23 LOT SUBDIVISION.
  - BOUNDARY AND TOPOGRAPHIC DATA SHOWN ON THIS PLAN ARE BASED ON SURVEY BY QUIBLE & ASSOCIATES, P.C., DATED 10/22/12.
  - PROPERTY LOCATED IN FIRM ZONES "VE" (11) & "X" PANEL# 3T20944200K DATED 12/21/18. (SUBJECT TO CHANGE BY FEMA)
  - VERTICAL DATUM NAVD 88, BASED UPON RAPID STATIC GPS POST PROCESSED IN OPUS AND NCGS MONUMENT "RUN".
  - THIS PLAN SUBJECT TO ANY FACTS, INCLUDING BUILDING SETBACK, RESTRICTIONS, EASEMENTS, COVENANTS, ETC., THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH.
  - HORIZONTAL DATUM IS NAD83 (2011), DERIVED FROM NCGS MONUMENT "RUN".
  - THERE ARE NO JURISDICTIONAL WETLANDS OR WATERS ON THE SUBJECT PROPERTY.
  - SOIL TYPES: NEWHAN FINE SAND (N6C), BEACHES-NEWHAN ASSOCIATION (BN) (SOILS BOUNDARY SHOWN IS APPROXIMATE).

## LEGEND

- EXISTING ASPHALT PAVEMENT
- EXISTING IRON ROD
- CALCULATED POINT
- EXISTING TELEPHONE
- EXISTING CABLE
- EXISTING TRANSFORMER
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING CONTOUR
- FIRM ZONE BOUNDARY
- EXISTING STORMWATER PIPE
- EXISTING WATERLINE
- EXISTING FORCEMAIN
- EXISTING TELEPHONE
- EXISTING CABLE
- EXISTING FIBER OPTIC
- TOTAL DISTANCE
- PROPOSED SANITARY MANHOLE/PUMP STATION
- PROPOSED WATERLINE
- PROPOSED SANITARY SEWER



## TYPICAL LOT SETBACKS & EASEMENTS

\*CORNER LOTS SHALL HAVE 20' SIDE M.B.S.L.

PRELIMINARY PLAT 1 OF 3

LOT 4R  
PINE ISLAND PUD, PHASE 5B

POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

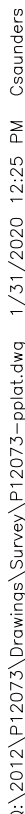
COMMISSION NO.	P12073
DRAWN BY	CMS/JMH
CHECKED BY	JMH
SCALE	1"=80'
ISSUE DATE	01/21/20

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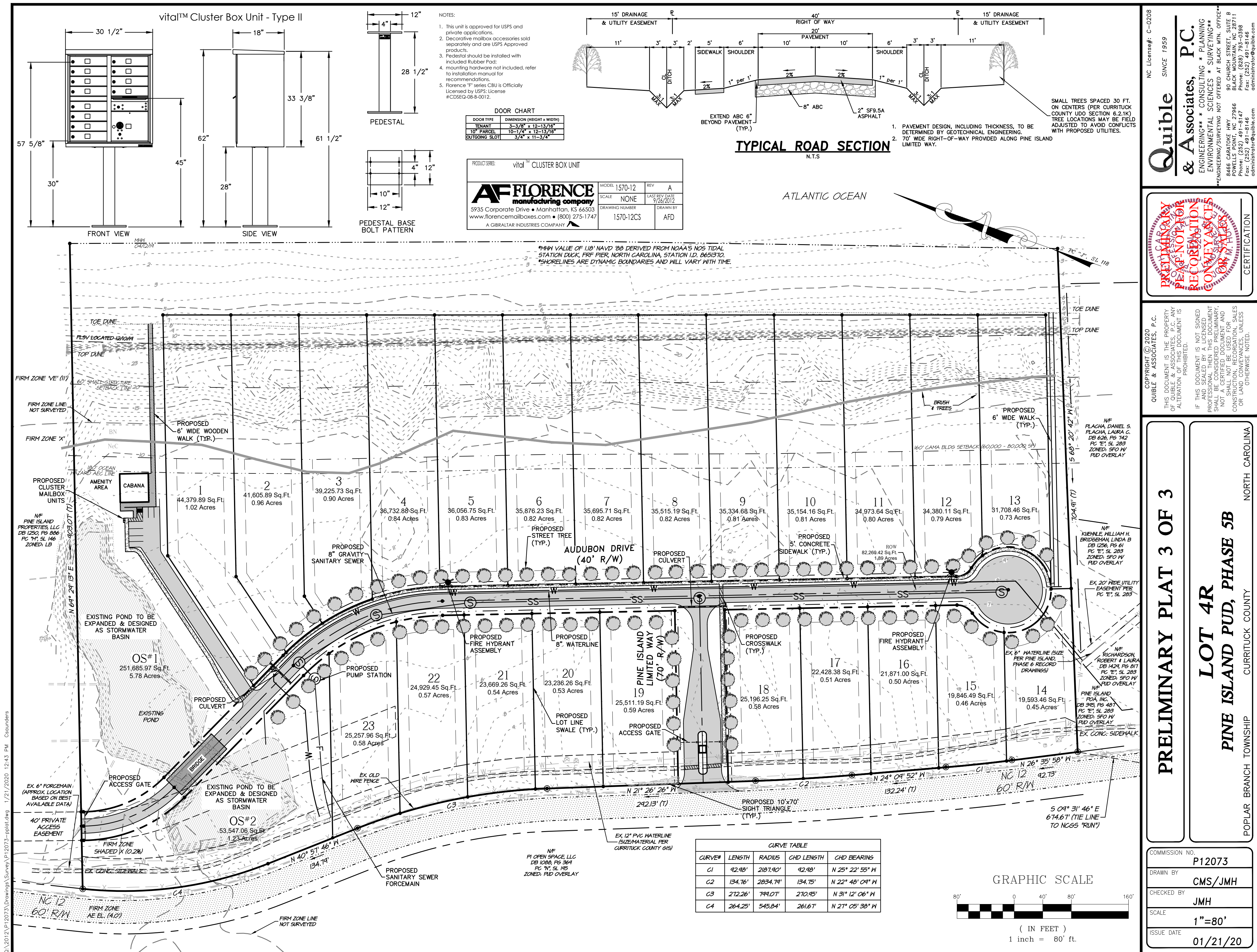
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ON THIS  
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NC License#: C-0208  
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ENVIRONMENTAL SCIENCES \* SURVEYING\*\*  
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POWELL'S POINT, NC 27966  
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Fax: (252) 491-8146  
admin@quible.com  
quible.com









NC License# C-0208  
SINCE 1959

**Quible & Associates, P.C.**

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90 CHURCH STREET, SUITE B  
BLACK MOUNTAIN, NC 28711  
Phone: (252) 491-8147  
Fax: (252) 491-8146  
administrator@quible.com

**PRELIMINARY**  
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**CONVEYANCE**  
**NOT FOR CONSTRUCTION**

**CERTIFICATION**

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**PRELIMINARY PLAT 3 OF 3**

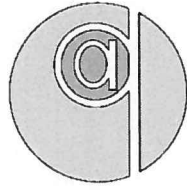
**LOT 4R**

**PINE ISLAND PUD, PHASE 5B**

**POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA**

**COMMISSION NO. P12073**  
**DRAWN BY CMS/JMH**  
**CHECKED BY JMH**  
**SCALE 1"=80'**  
**ISSUE DATE 01/21/20**





**SITE NARRATIVE**  
**Pine Island, Phase 5B**  
**Preliminary Plat**  
**Corolla, Currituck County, North Carolina**

Prepared for:  
Turnpike Properties, LLC  
4400 Silas Creek Parkway, Suite 302  
Winston Salem, NC 27104

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

December 23, 2019  
Revised: January 21, 2020  
P12073

Attachment: 4 Revised Narrative (PB 90-07 Pine Island, Phase 5)



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## Appendices

*Appendix A – Existing State Stormwater Permit*

*Appendix B - Stormwater Calculations*

*Appendix C – NRCS Web Soil Survey Data*

*Appendix D – Wastewater Commitment to Serve Letter*

## Overview

This narrative will detail the stormwater management plan for Pine Island, Phase 5B Subdivision located in Corolla, Currituck County.

The proposed subdivision is 25.15 acres in size and is formerly known as Lot 4R within the Pine Island PUD Amended Sketch Plan. The lot is located adjacent to the existing Phase 5A Hotel Lot (Hampton Inn), the Atlantic Ocean, Pine Island, Phase 6 residential development, and NC 12. The existing land is vacant and consists of open space with brush throughout. Surrounding development consists of residential lots, the Pine Island Airfield, and the existing Hampton Inn. There is an existing pond on site that serves the Hampton Inn and the current open space.

The Developer is proposing a 23-lot subdivision with associated improvements such as streets, sidewalks, stormwater control measures, domestic water supply, and other associated utilities. The runoff from impervious surfaces in this subdivision will be directed to roadside and property line swales then taken to the existing pond that is permitted as a stormwater control measure. The existing permit for this pond will be updated to treat the proposed coverage.

The following narrative sections will detail the parameters of the stormwater management plan and demonstrate compliance with the State and County stormwater management requirements.

## Existing Site

As stated above, the subject parcel is vacant and consists of vegetated open space. There is an existing wet pond shared with the adjacent northern property. Runoff from the existing site currently infiltrates within existing low spots or discharges into this existing pond. The parcel currently has no existing impervious surfaces or improvements other than an existing sidewalk along NC 12.

An existing 12" watermain and an existing 6" wastewater forcemain are available along NC 12.

## Proposed Development

### *Access*

The proposed subdivision will connect into an existing 40' Private Access Easement adjacent to Hotel Lot 3R (Audubon Drive). In addition, a second access will connect the subdivision to NC 12. The provided roadway is 20' wide with a 2' wide gravel shoulder capable of withstanding 75,000 lbs, which allows for fire access to the site. A cul-de-sac is available with a 48' radius for fire department and vehicular turn around.

A sidewalk is proposed along Audubon Drive Extension, which will connect the beach access at the southern property line and the amenity located adjacent to the northern property line. Pedestrian access is proposed through the subdivision to connect residents with the proposed site amenities. The existing sidewalk along NC 12 will remain in place.

### *Stormwater Management Plan*

Stormwater to serve the proposed subdivision will include roadside swales and lot line swales throughout to direct stormwater towards an existing pond. This pond will be expanded to account for all impervious improvements within the proposed subdivision. With this pond expansion the existing State permit will be modified within the existing South Pond Drainage

Site Plan Narrative  
Pine Island Phase 5B - Preliminary Plat  
Revised: January 21, 2020

Basin only. The existing permit has been included within **Appendix A** for reference. The existing permit allows for the following required and permitted storage:

**Table 1: Existing State Stormwater Permit Summary**

	SCM	Permitted Drainage Area (sf)	Total Coverage within Drainage Area (sf)	Total Required Storage	Total Permitted Provided Storage	Description
Drainage Area 1 (Lots 1A-1F)	North Pond	198,784	114,169	4,346	65,055	No changes proposed
Drainage Area 2 (Beach Club and Lot 2R)	Infiltration Basin	221,556	82,506	3,905	12,836	No changes proposed
Drainage Area 3 (Hotel Lot & Phase 5B)	South Pond	1,494,108	177,087	13,804	101,454	To be updated

Drainage Area 3 was previously designed and permitted to handle 177,087 sf of coverage. The entirety of this coverage is designated to the existing Hotel Lot. This assumption is based on the previously performed ALTA survey (updated in 2006) and previous stormwater certifications. The drainage area for this wet pond contains the existing open space within Phase 5B and will be updated to account for the proposed impervious coverage. The proposed coverage within the Phase 5B residential lots are proposed to route the 10-yr post developed storm back to the 2-yr predeveloped condition. Supporting calculations are provided within **Appendix B**. The 10-yr post-developed volume is 91,905 cf and the 2-yr pre-developed wooded condition does not produce runoff due to the low curve number and type A soils. Therefore, the entirety of the 10-yr post developed volume will need to be stored on site within the South pond.

The proposed Drainage Area 3 stormwater management facility has been designed to provide the following storage above a permanent pool elevation of 3.0' and a top of 5.0' (based on the existing State permit). The existing water table appears to be approximately 2.0' based on survey data collected on 04/12/2019:

**Table 2: Above Permanent Pool Storage Provided in Wet Detention Basin**

Elev	Area (sf)	Avg area (sf)	Volume (cf)	Cum Vol. (cf)
3	49,524			0
		51,528	51,528	
4	53,532			51,528
		55,565.8	55,566	
5	57,599.6			107,094

This storage accounts for over 105,709 cf of storage (91,905 cf and 13,804 cf) to route the proposed subdivision coverage back from the 10-yr actual to a 2-yr wooded condition. In addition, 13,804 cf is provided to accounted for the existing permitted Hotel facility. Calculations for routing and County storage have been provided within **Appendix B**.

### Soils

The USDA NRCS Soil Survey lists the soil in the vicinity of the stormwater infiltration basin as described below.

- **BN – Beaches-Newhan association**  
This soil typically has 0 to 30 percent slopes. Beaches-Newhan typically has a very low runoff rate and is typically excessively drained. This soil is categorized in Hydrologic Soil Group: A
- **NeC – Newhan fine sand**  
This soil typically has 0 to 10 percent slopes. Newhan fine sand typically has a very low runoff rate and is typically excessively drained. This soil is categorized in Hydrologic Soil Group: A

See attached soil memorandum in **Appendix C** for additional information. The proposed stormwater management facility will provide an adequate system to meet State and local requirements for stormwater storage. An existing high-density stormwater permit will be modified as required by NC DEQ along with deed restrictions for each individual lot. Stormwater calculations have been included within **Appendix B**.

### Utilities

The County has an existing 12" water line that runs along NC12 and a 6" branch exists along the southern property line adjacent to NC12. The proposed subdivision will provide an 8" loop between the existing 6" and 12" waterlines. A 10' wide easement will be provided over the propose 8" waterline outside of the proposed right-of-way. A willingness to serve from Currituck County has been requested.

The proposed wastewater effluent from the proposed single-family homes will be collected via gravity into a central sewer system and directed into a downstream pump station. This pump station will then connect via forcemain into the existing 6" forcemain along NC 12. A willingness to serve letter from Pine Island Currituck, LLC (Owner/operator of the downstream WWTP) is included within **Appendix D**.

### Proposed Zoning Conditions/Dimensional Standards

Proposed lot dimensions are designed to meet Bulk Dimensional and Transitional standards as listed within Table 1.8.6.A in the Currituck County Uniform Development Ordinance. Lots are designed to greater than 19,000 sf residential standards:

**Table 3: Lot Dimension Summary**

	Minimum Lot Area	Minimum Lot Width	Lot Coverage
Single Family	10,000 sf w/ Central Sewer	65' (65' provided)	30%*

\*Lot coverage increased by 15% for use of designed stormwater control measure as allowed by County Stormwater Manual

## **Appendix A – Existing State Stormwater Permit**



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

John E. Skvarla, III  
Secretary

October 27, 2014

Turnpike Properties, LLC  
Mr. Rolf Blizzard, Manager  
1100C S. Stratford Rd., Suite 300  
Winston Salem, NC 27103

**Subject: Stormwater Permit No. SW7020721 Modification  
Pine Island Hotel, Phase 5a Modifications Including Phase 9  
High Density Wet Ponds and Infiltration Basin Project  
Currituck County**

Dear Mr. Blizzard:

The Washington Regional Office received a complete Stormwater Management Permit Modification Application for Pine Island Hotel, Phase 5a Modifications Including Phase 9 on September 26, 2014 and additional information on October 24, 2014. Staff review of the plans and specifications has determined that the project, as proposed, will comply with the Stormwater Regulations set forth in Title 15A NCAC 2H.1000. We are forwarding Permit No. SW7020721 Modification, dated October 27, 2014, for the construction of the subject project. The Modification is to include 6 residential lots, changes to layout of Beach Club and to incorporate the proposed single family residence lot 2R that replaced existing Flyway Grill as originally permitted.

This permit shall be effective from the date of issuance until October 27, 2022, shall void permit SW7020721 issued on September 30, 2002 and shall be subject to the conditions and limitations as specified therein. Please pay special attention to the Operation and Maintenance requirements in this permit. Failure to establish an adequate system for operation and maintenance of the stormwater management system will result in future compliance problems.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within thirty (30) days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made this permit shall be final and binding.

If you have any questions, or need additional information concerning this matter, please contact me at (252) 946-6481.

Sincerely,

Samir Dumpor, PE  
Environmental Engineer



**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES**

**STATE STORMWATER MANAGEMENT PERMIT**

**HIGH DENSITY SUBDIVISION DEVELOPMENT**

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

*Turnpike Properties, LLC*

*Pine Island Hotel, Phase 5a Modifications Including Phase 9*

*Currituck County*

FOR THE

construction, operation and maintenance of two wet detention ponds and one infiltration basin in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications and other supporting data as attached and on file with and approved by the Division of Energy, Mineral, and Land Resources (Division) and considered a part of this permit.

This permit shall be effective from the date of issuance until October 27, 2022 and shall be subject to the following specified conditions and limitations:

**I. DESIGN STANDARDS**

1. This permit is effective only with respect to the nature and volume of stormwater described in the application and other supporting data.
2. This stormwater system has been approved for the management of stormwater runoff as described in Section I.5 on page 3 of this permit..
3. The runoff from all built-upon area within the permitted drainage area of this project must be directed into the permitted stormwater control system.
4. The built-upon areas associated with this project shall be located at least 50 feet landward of all perennial and intermittent surface waters.
5. The following design elements have been permitted for this wet detention pond stormwater facility, and must be provided in the system at all times.

**2 Wet Ponds:**

	<b><u>South Pond</u></b>	<b><u>North Pond</u></b>
a. Drainage Area, acres:	34.3	198,784 s.f.
b. Total Impervious Surfaces, ft <sup>2</sup> :	177,087	114,169
c. Average Pond Design Depth, feet:	6.00	3.50
d. TSS removal efficiency:	90%	90%
e. Design Storm:	1.0"	1.5"
f. Permanent Pool Elevation, FMSL:	3.00	2.50
g. Required Surface Area @PP, ft <sup>2</sup> :	9,350	23,645
h. Permitted Surface Area @PP, ft <sup>2</sup> :	46,550	23,645
i. Required Storage Volume, ft <sup>3</sup> :	13,804	4,346
j. Permitted Storage Volume, ft <sup>3</sup> :	101,454	65,055
k. Storage Elevation, FMSL:	5.00	5.00
l. Controlling Orifice :	no outlet from either pond	
m. Receiving Stream / River Basin:	Currituck Sound / Pasquotank	
n. Stream Index Number:	30-1	
o. Classification of Water Body:	"SC"	

**6 Residential Lots draining to North Pond are limited to 45% Lot Coverage per the Unified Development Ordinance of Currituck County.**

**Infiltration Basin:**

a. Drainage Area, ft <sup>2</sup> :	221,556
b. Total Impervious Surfaces, ft <sup>2</sup> :	80,074
c. Design Storm, inches:	1.5"
d. Basin Depth, feet:	1.50
e. Bottom Elevation, FMSL:	4.50
f. Bottom Surface Area, ft <sup>2</sup> :	7,649
g. Bypass Weir Elevation, FMSL:	6.00
h. Permitted Storage Volume, ft <sup>3</sup> :	12,836
i. Type of Soil:	Newhan
j. Expected Infiltration Rate, in/hr:	7.50
k. Seasonal High Water Table, FMSL:	2.50
l. Time to Draw Down, days:	0.10
m. Receiving Stream/River Basin:	Currituck Sound/Pasquotank
n. Stream Index Number:	30-1
o. Classification of Water Body:	"SC"

**II. SCHEDULE OF COMPLIANCE**

1. No homeowner/lot owner/developer shall fill in, alter, or pipe any drainage feature (such as swales) shown on the approved plans as part of the stormwater management system without submitting a revision to the permit and receiving approval from the Division.
2. The permittee is responsible for verifying that the proposed built-upon area for the entire lot does not exceed the maximum allowed by this permit. Once the lot transfer is complete, the built-upon area may not be revised without approval from the Division, and responsibility for meeting the built-upon area limit is transferred to the individual property owner.
3. If an Architectural Review Board or Committee is set up by the permittee to review plans for compliance with the BUA limit, the plans reviewed must include all proposed built-upon area. Any approvals given by the Board do not relieve the homeowner of the responsibility to maintain compliance with the permitted BUA limit.



4. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
5. The stormwater management system shall be constructed in its entirety, vegetated and operational for its intended use prior to the construction of any built-upon surface.
6. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
  - a. Any revision to the approved plans, regardless of size.
  - b. Project name change.
  - c. Transfer of ownership.
  - d. Redesign or addition to the approved amount of built-upon area.
  - e. Further subdivision, acquisition, or sale of all or part of the project area.  
The project area is defined as all property owned by the permittee, for which Sedimentation and Erosion Control Plan approval or a CAMA Major permit was sought.
  - f. Filling in, altering, or piping of any vegetative conveyance shown on the approved plan.
7. The permittee shall submit for approval, final site layout and grading plans for any permitted future development areas shown on the approved plans, prior to construction.
8. All stormwater collection and treatment systems must be located in either dedicated common areas or recorded easements. The final plats for the project will be recorded showing all such required easements, in accordance with the approved plans.
9. During construction, erosion shall be kept to a minimum and any eroded areas of the system will be repaired immediately.
10. Upon completion of construction, prior to issuance of a Certificate of Occupancy, and prior to operation of this permitted facility, a certification must be received from an appropriate designer for the system installed certifying that the permitted facility has been installed in accordance with this permit, the approved plans and specifications, and other supporting documentation. Any deviations from the approved plans and specifications must be noted on the Certification.
11. If the stormwater system was used as an Erosion Control device, it must be restored to design condition prior to operation as a stormwater treatment device, and prior to occupancy of the facility.
12. The permittee shall at all times provide the operation and maintenance necessary to assure that all components of the permitted stormwater system function at optimum efficiency. The approved Operation and Maintenance Plan must be followed in its entirety and maintenance must occur at the scheduled intervals including, but not limited to:
  - a. Semiannual scheduled inspections (every 6 months).
  - b. Sediment removal.
  - c. Mowing and re-vegetation of side slopes.
  - d. Immediate repair of eroded areas.
  - e. Maintenance of side slopes in accordance with approved plans.

- f. Debris removal and unclogging of structures, orifice, catch basins and piping.
  - g. Access to all components of the system must be available at all times.
13. Records of maintenance activities must be kept by the permittee. The records will indicate the date, activity, name of person performing the work and what actions were taken.
  14. The permittee shall submit to the Division of Water Quality an annual summary report of the maintenance and inspection records for each BMP. The report shall summarize the inspection dates, results of the inspections, and the maintenance work performed at each inspection.
  15. This permit shall become void unless the facilities are constructed in accordance with the conditions of this permit, the approved plans and specifications, and other supporting data.
  16. Prior to transfer of the permit, the stormwater facilities will be inspected by DEMLR personnel. The facility must be in compliance with all permit conditions. Any items not in compliance must be repaired or replaced to design condition prior to the transfer. Records of maintenance activities performed to date will be required.
  17. Decorative spray fountains will be allowed in the stormwater treatment system, subject to the following criteria:
    - a. The fountain must draw its water from less than 2' below the permanent pool surface.
    - b. Separated units, where the nozzle, pump and intake are connected by tubing, may be used only if they draw water from the surface in the deepest part of the pond.
    - c. The falling water from the fountain must be centered in the pond, away from the shoreline.
    - d. The maximum horsepower for the fountain's pump is based on the permanent pool volume. The maximum pump power for a fountain in south pond is 3/4HP and north pond is 1/3HP.
  20. If permeable pavement credit is desired, the permittee must submit a request to modify the permit to incorporate such language as required by the Division of Energy, Mineral, and Land Resources. The request to modify must include a soils report identifying the type of soil, the Seasonal High Water Table elevation and the infiltration rate. Upon the successful completion of a permit modification, the individual lot owners that request to utilize permeable pavements must submit the necessary forms and documentation to the permittee and receive approval prior to construction of the permeable pavement.

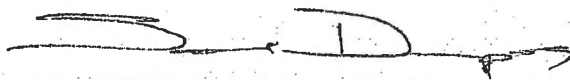
### III. GENERAL CONDITIONS

1. This permit is not transferable except after notice to and approval by the Director. In the event of a change of ownership, or a name change, the permittee must submit a completed Name/Ownership Change form signed by both parties, to the Division, accompanied by the supporting documentation as listed on page 2 of the form. The approval of this request will be considered on its merits and may or may not be approved.
2. The permittee is responsible for compliance with all permit conditions until such time as the Division approves a request to transfer the permit.
3. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to enforcement action by the Division, in accordance with North Carolina General Statute 143-215.6A to 143-215.6C.

4. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other government agencies (local, state, and federal) having jurisdiction.
5. In the event that the facilities fail to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective action, including those as may be required by this Division, such as the construction of additional or replacement stormwater management systems.
6. The permittee grants DENR Staff permission to enter the property during normal business hours for the purpose of inspecting all components of the permitted stormwater management facility.
7. The permit issued shall continue in force and effect until revoked or terminated. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and re-issuance or termination does not stay any permit condition.
8. Unless specified elsewhere, permanent seeding requirements for the stormwater control must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.
9. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of the permit.
10. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit as allowed by the laws, rules and regulations contained in Session Law 2008-211, Title 15A NCAC 2H.1000, and NCGS 143-215.1 et.al.
11. The permittee shall notify the Division in writing of any name, ownership or mailing address changes at least 30 days prior to making such changes.
12. This permit shall be effective from the date of issuance until June 4, 2019. Application for permit renewal shall be submitted 180 days prior to the expiration date of this permit and must be accompanied by the processing fee.

Permit issued this the 27th day of October, 2014.

#### NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



Tracy E. Davis, PE, CPM  
Division of Energy, Mineral, and Land Resources  
By Authority of the Environmental Management Commission

**Permit Number SW7020721 Modification**

Pine Island Hotel, Phase 5a Modifications Including Phase 9  
 Stormwater Permit No. SW7020721 Modification  
Currituck County

Page 1 of

### Designer's Certification

I, \_\_\_\_\_, as a duly registered \_\_\_\_\_ in  
 the State of North Carolina, having been authorized to observe (periodically/weekly/full  
 time) the construction of the project,

\_\_\_\_\_  
 (Project)

for \_\_\_\_\_ (Project Owner) hereby state that, to the  
 best of my abilities, due care and diligence was used in the observation of the project  
 construction such that the construction was observed to be built within substantial  
 compliance and intent of the approved plans and specifications.

The checklist of items on page 2 of this form is a part of this Certification.

Noted deviations from approved plans and specifications:

Signature \_\_\_\_\_

SEAL

Registration Number \_\_\_\_\_

Date \_\_\_\_\_

Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)



## Certification Requirements:

Page 2 of 2

- \_\_\_\_ 1. The drainage area to the system contains approximately the permitted acreage.
- \_\_\_\_ 2. The drainage area to the system contains no more than the permitted amount of built-upon area.
- \_\_\_\_ 3. All the built-upon area associated with the project is graded such that the runoff drains to the system.
- \_\_\_\_ 4. All roof drains are located such that the runoff is directed into the system.
- \_\_\_\_ 5. The outlet/bypass structure elevations are per the approved plan.
- \_\_\_\_ 6. The outlet structure is located per the approved plans.
- \_\_\_\_ 7. Trash rack is provided on the outlet/bypass structure.
- \_\_\_\_ 8. All slopes are grassed with permanent vegetation.
- \_\_\_\_ 9. Vegetated slopes are no steeper than 3:1.
- \_\_\_\_ 10. The inlets are located per the approved plans and do not cause short-circuiting of the system.
- \_\_\_\_ 11. The permitted amounts of surface area and/or volume have been provided.
- \_\_\_\_ 12. Required drawdown devices are correctly sized per the approved plans.
- \_\_\_\_ 13. All required design depths are provided.
- \_\_\_\_ 14. All required parts of the system are provided, such as a vegetated shelf, a forebay, and the vegetated filter.
- \_\_\_\_ 15. The required dimensions of the system are provided, per the approved plan.

cc: NCDENR-DEMLR Regional Office  
Currituck County Building Inspections

Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)

SD: G:\LR\SWP\SD\Permits – Wet Pond\SW7020721Modification

cc: Michael Strader, PE, Quible & Associates, P.C.  
Currituck County Inspections  
Doug Huggett, DCM  
Washington Regional Office

## Appendix B – Stormwater Calculations

Pine Island, Phase 5B  
Preliminary Plat  
Impervious Coverage Summary

P12073  
12/23/2019

	Total Sq. Ft	45%	Onsite Storm Coverage	
Roadway	82,260.42		44,737 SF	1.03 ACRE
Concrete Sidewalks (existing & proposed) *			13,014 SF	0.30 ACRE
Amenity Area	305,233.03		11,093 SF	0.25 ACRE
Lot 1	40,877.19	18,395 SF	18,395 SF	0.42 ACRE
Lot 2	44,968.96	20,236 SF	20,236 SF	0.46 ACRE
Lot 3	39,365.36	17,714 SF	17,714 SF	0.41 ACRE
Lot 4	36,732.88	16,530 SF	16,530 SF	0.38 ACRE
Lot 5	36,056.75	16,226 SF	16,226 SF	0.37 ACRE
Lot 6	35,876.23	16,144 SF	16,144 SF	0.37 ACRE
Lot 7	35,695.71	16,063 SF	16,063 SF	0.37 ACRE
Lot 8	35,515.19	15,982 SF	15,982 SF	0.37 ACRE
Lot 9	35,334.68	15,901 SF	15,901 SF	0.37 ACRE
Lot 10	35,154.16	15,819 SF	15,819 SF	0.36 ACRE
Lot 11	34,973.64	15,738 SF	15,738 SF	0.36 ACRE
Lot 12	34,380.11	15,471 SF	15,471 SF	0.36 ACRE
Lot 13	31,708.46	14,269 SF	14,269 SF	0.33 ACRE
Lot 14	19,593.46	8,817 SF	8,817 SF	0.20 ACRE
Lot 15	19,845.49	8,930 SF	8,930 SF	0.21 ACRE
Lot 16	21,871.00	9,842 SF	9,842 SF	0.23 ACRE
Lot 17	22,428.38	10,093 SF	10,093 SF	0.23 ACRE
Lot 18	25,196.25	11,338 SF	11,338 SF	0.26 ACRE
Lot 19	25,511.19	11,480 SF	11,480 SF	0.26 ACRE
Lot 20	23,236.26	10,456 SF	10,456 SF	0.24 ACRE
Lot 21	23,669.26	10,651 SF	10,651 SF	0.24 ACRE
Lot 22	24,929.45	11,218 SF	11,218 SF	0.26 ACRE
Lot 23	25,257.96	11,366.08	11,366 SF	0.26 ACRE
Total	1,095,671.47		387,524 SF	8.90 ACRE

\*Assumed open slotted wood decking for beach access

Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

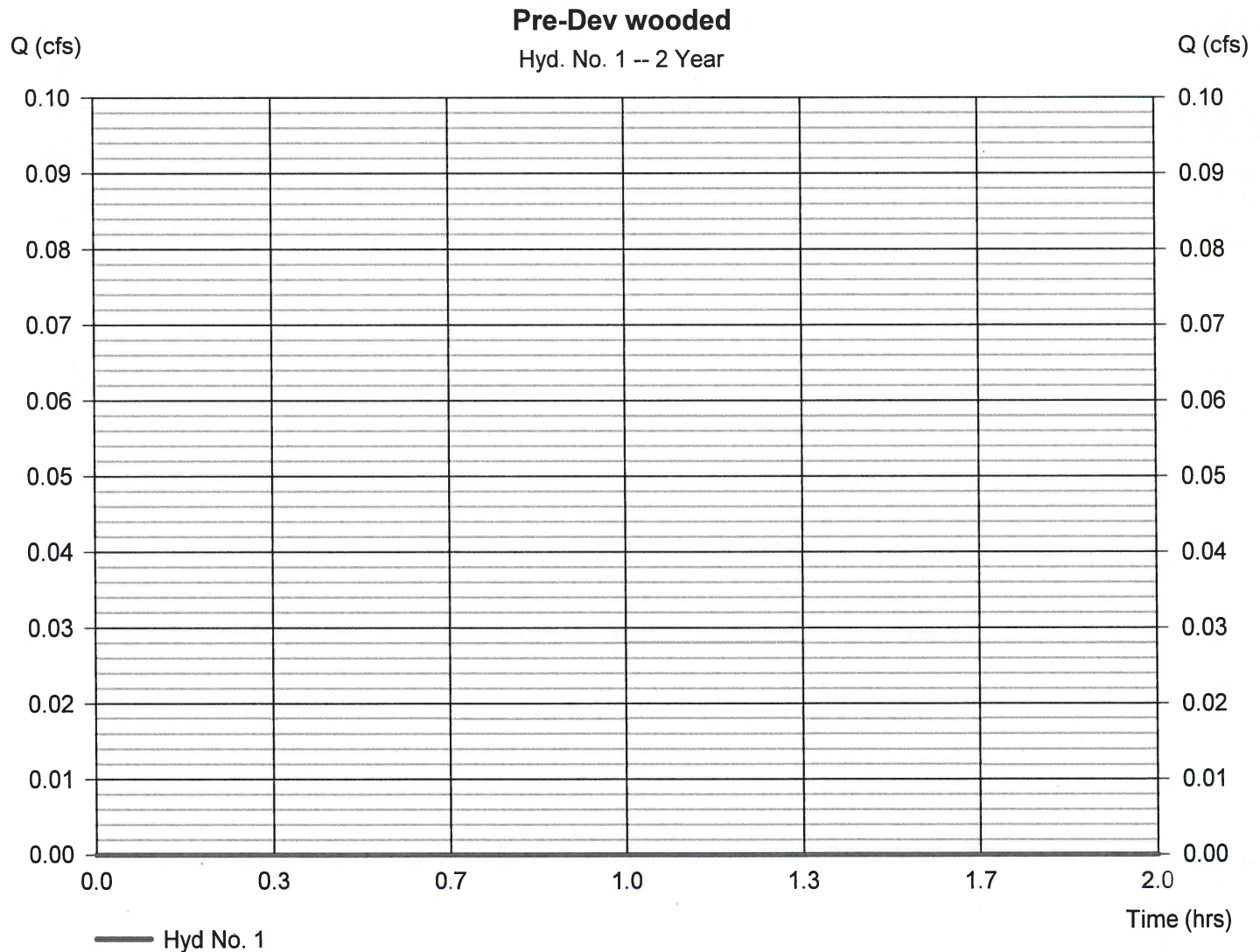
Monday, 12 / 23 / 2019

## Hyd. No. 1

Pre-Dev wooded

Hydrograph type = SCS Runoff  
 Storm frequency = 2 yrs  
 Time interval = 2 min  
 Drainage area = 17.200 ac  
 Basin Slope = 0.0 %  
 Tc method = TR55  
 Total precip. = 3.68 in  
 Storm duration = 24 hrs

Peak discharge = 0.000 cfs  
 Time to peak = n/a  
 Hyd. volume = 0 cuft  
 Curve number = 30  
 Hydraulic length = 0 ft  
 Time of conc. (Tc) = 34.40 min  
 Distribution = Type III  
 Shape factor = 484



Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

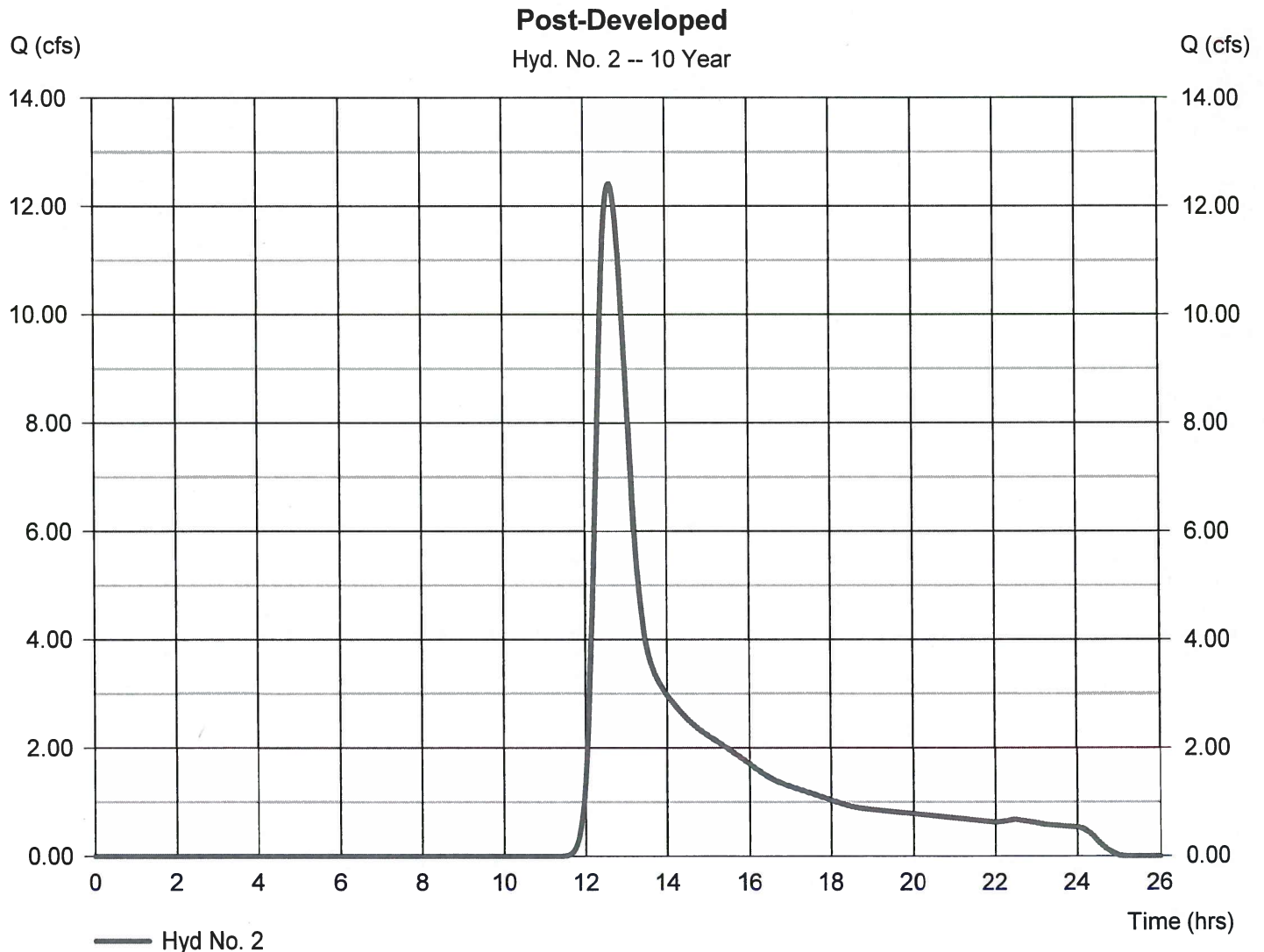
Monday, 12 / 23 / 2019

## Hyd. No. 2

### Post-Developed

Hydrograph type = SCS Runoff  
 Storm frequency = 10 yrs  
 Time interval = 2 min  
 Drainage area = 17.200 ac  
 Basin Slope = 0.0 %  
 Tc method = TR55  
 Total precip. = 6.08 in  
 Storm duration = 24 hrs

Peak discharge = 12.41 cfs  
 Time to peak = 758 min  
 Hyd. volume = 91,905 cuft  
 Curve number = 54  
 Hydraulic length = 0 ft  
 Time of conc. (Tc) = 45.30 min  
 Distribution = Type III  
 Shape factor = 484



Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)

## Appendix C – NRCS Web Soil Survey Data



United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

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

# Custom Soil Resource Report for Currituck County, North Carolina

## Pine Island Phase 5B



Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)



## Preface

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

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

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

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

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

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

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

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## Soil Map

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



Custom Soil Resource Report  
Soil Map

6.A.e



Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)

## MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Currituck County, North Carolina  
Survey Area Data: Version 18, Sep 16, 2019

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

**Date(s) aerial images were photographed:** Dec 31, 2009—Oct 19, 2017

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

2

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BN	Beaches-Newhan association	12.9	36.3%
NeC	Newhan fine sand, 0 to 10 percent slopes	22.7	63.7%
<b>Totals for Area of Interest</b>		<b>35.6</b>	<b>100.0%</b>

## Map Unit Descriptions

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

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

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

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



## Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

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

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

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

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

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

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

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

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

## Currituck County, North Carolina

### BN—Beaches-Newhan association

#### Map Unit Setting

*National map unit symbol:* 3rn9  
*Elevation:* 0 to 20 feet  
*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Newhan and similar soils:* 45 percent  
*Beaches:* 45 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Newhan

##### Setting

*Landform:* Dunes  
*Landform position (two-dimensional):* Backslope, shoulder  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Eolian sands and/or beach sand

##### Typical profile

*A - 0 to 2 inches:* fine sand  
*C1 - 2 to 50 inches:* fine sand  
*C2 - 50 to 80 inches:* sand

##### Properties and qualities

*Slope:* 0 to 30 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Excessively drained  
*Runoff class:* Very low  
*Capacity of the most limiting layer to transmit water (Ksat):* Very high (19.98 to 39.96 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* Rare  
*Frequency of ponding:* None  
*Salinity, maximum in profile:* Slightly saline to strongly saline (4.0 to 16.0 mmhos/cm)  
*Sodium adsorption ratio, maximum in profile:* 20.0  
*Available water storage in profile:* Very low (about 1.8 inches)

##### Interpretive groups

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

## Custom Soil Resource Report

**Description of Beaches****Setting**

*Landform:* Barrier beaches, barrier flats  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Beach sand

**Typical profile**

*C - 0 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 5 percent  
*Natural drainage class:* Poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 39.96 in/hr)  
*Depth to water table:* About 0 to 6 inches  
*Frequency of flooding:* Very frequent  
*Salinity, maximum in profile:* Slightly saline to strongly saline (4.0 to 32.0 mmhos/cm)  
*Available water storage in profile:* Very low (about 2.4 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8w  
*Hydric soil rating:* Yes

**NeC—Newhan fine sand, 0 to 10 percent slopes****Map Unit Setting**

*National map unit symbol:* 3rns  
*Elevation:* 0 to 20 feet  
*Mean annual precipitation:* 42 to 58 inches  
*Mean annual air temperature:* 61 to 64 degrees F  
*Frost-free period:* 190 to 270 days  
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Newhan and similar soils:* 80 percent  
*Minor components:* 10 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Newhan****Setting**

*Landform:* Dunes  
*Landform position (two-dimensional):* Backslope, shoulder  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex

## Custom Soil Resource Report

*Across-slope shape:* Convex

*Parent material:* Eolian sands and/or beach sand

**Typical profile**

*A - 0 to 2 inches:* fine sand

*C1 - 2 to 50 inches:* fine sand

*C2 - 50 to 80 inches:* sand

**Properties and qualities**

*Slope:* 0 to 10 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Excessively drained

*Runoff class:* Very low

*Capacity of the most limiting layer to transmit water (Ksat):* Very high (19.98 to 39.96 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* Rare

*Frequency of ponding:* None

*Salinity, maximum in profile:* Slightly saline to strongly saline (4.0 to 16.0 mmhos/cm)

*Sodium adsorption ratio, maximum in profile:* 20.0

*Available water storage in profile:* Very low (about 1.8 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 8s

*Hydrologic Soil Group:* A

*Hydric soil rating:* No

**Minor Components****Beaches**

*Percent of map unit:* 5 percent

*Landform:* Barrier beaches, barrier flats

*Hydric soil rating:* Yes

**Duckston**

*Percent of map unit:* 5 percent

*Landform:* Depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* Yes



## References

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American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_054262](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262)

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053577](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577)

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053580](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580)

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)

**Appendix D – Wastewater Commitment to Serve Letter**

Pine Island Currituck LLC  
4400 Silas Creek Parkway, Suite 302  
Winston Salem, North Carolina 27104

December 19, 2019

Mr. Michael Strader  
Quible and Associates  
8466 Caratoke Highway, Building 400  
Powells Point, North Carolina. 27966

RE: Wastewater Utility, Willingness to Serve, Pine Island Limited – Corolla, North Carolina

Dear Mr. Strader:

As you are aware, Pine Island Currituck LLC (PICLLC) provides wastewater treatment service to the Pine Island Development, the Currituck Club and certain portions of the Sanderling Development in Dare and Currituck Counties. PICLLC is a regulated public utility company in the State of North Carolina.

PICLLC is willing and able and hereby agrees to accommodate the domestic wastewater utility needs for the Pine Island Limited Community currently designated as Lot 4R in Phase 5B of the Pine Island PUD. The property already lies within the service area for PICLLC.

Should you have any questions, please do not hesitate to contact me directly at 919.389.3655 or by email at [rblizzard1@me.com](mailto:rblizzard1@me.com). Thank you for your attention.

Sincerely,



Rolf Blizzard  
Pine Island Currituck LLC

Attachment: 5 Appendices (PB 90-07 Pine Island, Phase 5)



## Currituck County Southern Outer Banks Water Capacity Availability Form

### County Contact Information

Will Rumsey, Utilities Director  
444 Maple Road  
Maple, NC 27956

Phone: 252.232.2769  
Fax: 252.453.3721

Website: <https://co.currituck.nc.us/departments/water/>

### Request

This request is for:

- ☐ Single Family Residence  
☒ Residential Development  
☐ Non-residential

### Owner Information

Name(s): Pine Island Properties, LLC

Mailing Address: 4400 Silas Creek Parkway, Suite 302 Winston Salem, NC 27104

E-Mail Address: rblizzard1@me.com

Phone Number: (919) 389-3655

### Applicant Information (if different from Owner)

Name(s): Pine Island Properties, LLC

Mailing Address: 4400 Silas Creek Parkway, Suite 302 Winston Salem, NC 27104

E-Mail Address: rblizzard1@me.com

Phone Number: (919) 389-3655

## Parcel Information

PIN(s): PID: 128000002H0000 PIN: 9942-77-8711

Street Address: Audubon Drive

## Project Information

Name of Project: Pine Island, Phase 5B Preliminary Plat


Number of Units: 23 Lots

Projected Daily Project Demand (gpd): 18,400 gpd

Anticipated Water Access Date: Fall/Winter 2020

## Applicant's Signature

I declare, that to the best of my knowledge, the information provided herein is true, correct, and complete.

  
 O. Rolf Blizzard, III, Managing Director for Manager  
 Property Owner/Applicant Signature

12/27/19

Date

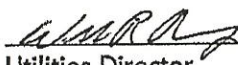
Note: Water connection and/or developmental fees are due at building permit application. See the Currituck County Master Fee Schedule for rates.

<https://co.currituck.nc.us/master-fee-schedule/>

## For Office Use Only

☒ Water capacity is available for this project.

☐ Water capacity is not available for this project.

 12-30-19  
 Utilities Director Date

 12-31-19  
 County Manager Date

This capacity availability is good for one year

**Currituck County***Department of Planning and Community Development*

153 Courthouse Road, Suite 110

Currituck, North Carolina 27929

252-232-3055

FAX 252-232-3026

**MEMORANDUM**

**To:** Rolf Blizzard, Turnpike Properties, LLC  
 Michael Strader, Quible & Associates, P.C.

**From:** Jennie Turner, Planner II

**Date:** January 9, 2020

**Re:** PB90-07 Pine Island PUD – Phase 5B Preliminary Plat/Use Permit

---

The following comments were received at the January 8, 2020 TRC meeting. TRC comments are valid for six months from the date of the TRC meeting.

In order to be scheduled for the February 17, 2020 Board of Commissioners meeting, please address all comments and resubmit a corrected plan by 3:00 p.m. on January 21, 2020.

**Planning, Jennie Turner 252-232-6031****Reviewed**

1. Are there any wetlands on the property?
2. Correct zoning references and provide use types for adjacent properties. (ex: LB vs LBH, SFO w/ PUD overlay vs RO1)
3. Note soil types on plan.
4. Note 20' corner lot setbacks.
5. Note non-access easement on double-frontage lots.
6. Provide CBU detail and access (no backing on street).
7. Lot 1 is a proposed flag lot. Provide overall % of flag lots in Pine Island PUD.
8. Staff will ask for clarification from BOC on the 15' side setback. Staff believes this is applicable to principal structures. The required setbacks should be noted on the preliminary plat prior to approval.
9. Provide proposed number of lots in development notes.
10. Connect proposed sidewalk to existing sidewalk.
11. Clearly show sidewalk easements – existing and proposed if needed.
12. Provide crosswalk striping, raised crossing or different material for crosswalk at entrance and any additional crosswalks.
13. Regarding Payment in Lieu:
  - a. Show proposed location of recreation and parkland dedication area so the county can make a determination.
  - b. At the pre-application conference, it was mentioned that Turnpike may be interested in alternatives to the payment-in-lieu. If there is still an interest in alternatives, please provide additional information.
14. Provide summary of open space including open space required, open space provided and % of open space.
15. Consider future driveway locations and alternative spacing for street trees.



16. Provide phasing schedule if proposed, be mindful of open space phasing requirements of UDO Section 7.1.3 (C) (6).
17. Gates shall be equipped with county-approved devices that allow emergency services to gain access to the street and shall meet requirements set forth in the currently adopted version of the North Carolina Fire Code per UDO Section 6.2.1.J.(4)
18. On page 4 of the narrative, please delete the references to setbacks.
19. There appears to be a minor change in area calculations on this plat vs. the approved sketch plan. Please explain.

**Currituck County Soil & Stormwater, Dylan Lloyd 252-232-3360**

Provide detail for drainage at amenity area access and parking area (cabana).  
Provide slope protection during expansion of existing ponds.

**Currituck County Building Code Official, Bill Newns, 252-232-6023**

Reviewed

Detectable warning domes shall be installed at crosswalks.  
Bridge construction shall meet NCDOT Construction Standards.

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

As proposed, the development will require a CAMA Major Permit. This is because the project indicates over one acre of disturbance with parts of the development proposed inside an Area of Environmental Concern (AEC). Reduction in the area of disturbance would allow for a CAMA Minor Permit to be issued by the County. Please contact Robert Corbett, DCM Field Representative, for additional information. He can be reached at 252-264-3901.

Concerning the two (2) 10 foot wide walkways:

- These are to be exclusively for pedestrian use and are only allowed to be greater than 6 feet wide if they meet a public purpose or need which cannot otherwise be met. Additional information will be needed to support the walkway width shown.
- Note: Structural accessways may be constructed no more than 6 feet seaward of the waterward toe of the frontal or primary dune, provided they do not interfere with public trust rights and emergency access along the beach.

**Public Utilities, Will Rumsey 252-232-6065**

Reviewed

Would ask that the 6 inch waterline on the south end be verified before connection is made.  
Would like to see the fire hydrants moved to the side that the waterline is on instead of running lines under the road. Move hydrant locations from lot 22 to lot 4 or 5 and lot 15 to 12.  
Development fees are due at the time of building permit application.

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

Contact County Manager, P&CD director, and Parks & Rec Director staff about all recreation options; if no other arrangements are agreed upon, a fee in lieu is preferred.

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

Reviewed

DEVELOPER NEEDS TO CONSULT WITH THE NC DIVISION OF WATER QUALITY (WASHINGTON REGIONAL OFFICE) AT 252-946-9215 CONCERNING WASTEWATER CAPACITY APPROVAL (PINE ISLAND WASTEWATER TREATMENT PLANT) FOR PROPOSED SUB-DIVISION.

**Currituck County GIS, Harry Lee 252-232-2034**

Reviewed

Please remove the "Ext" from the street name "Audubon Dr".

## Address Assignment:

LOT 1: 331 AUDUBON DR  
 LOT 2: 329 AUDUBON DR  
 LOT 3: 327 AUDUBON DR  
 LOT 4: 325 AUDUBON DR  
 LOT 5: 323 AUDUBON DR  
 LOT 6: 321 AUDUBON DR  
 LOT 7: 319 AUDUBON DR  
 LOT 8: 317 AUDUBON DR  
 LOT 9: 315 AUDUBON DR  
 LOT 10: 313 AUDUBON DR  
 LOT 11: 311 AUDUBON DR  
 LOT 12: 309 AUDUBON DR

LOT 13: 307 AUDUBON DR  
 LOT 14: 306 AUDUBON DR  
 LOT 15: 308 AUDUBON DR  
 LOT 16: 310 AUDUBON DR  
 LOT 17: 312 AUDUBON DR  
 LOT 18: 314 AUDUBON DR  
 LOT 19: 318 AUDUBON DR  
 LOT 20: 320 AUDUBON DR  
 LOT 21: 322 AUDUBON DR  
 LOT 22: 324 AUDUBON DR  
 LOT 23: 326 AUDUBON DR

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

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

# Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING  
SINCE 1959

P.O. Drawer 870  
Kitty Hawk, NC 27949  
Phone: 252-491-8147  
Fax: 252-491-8146  
web: quible.com

January 21, 2020

Ms. Jennie Turner, CFM  
Planner II  
Currituck County Planning and Community Development  
153 Courthouse Road, Suite 110  
Currituck, NC 27929

Re: **Preliminary Plat Application for Pine Island PUD, Phase 5B (PB90-07)**  
Parcel Identification No. 0128000002H0000  
Corolla, Currituck County, North Carolina

Dear Ms. Turner:

Thank you for your review comments received from the January 9, 2020 TRC meeting for the above referenced project. On behalf of Turnpike Properties, LLC, Quible & Associates, P.C. hereby submit for your review the following documentation for the Pine Island PUD, Phase 5B Type II Preliminary Plat (presently being referred to as Pine Island Limited).

- Three (3) Full-Size (18"x24") Copies of Revised Preliminary Plats
- One (1) 8.5"x11" Copy of the Revised Preliminary Plat
- One (1) Copy of first 4 pages of the Site Plan Narrative
- One (1) PDF copy of revised Preliminary Plat and associated documents (enclosed CD)

Please find our responses to your review comments below. A copy of the TRC review comments is enclosed for your reference.

Planning, Jennie Turner:

1. Are there any wetlands on the property? *Please refer to the enclosed plat sheet 1 of 3, note 12 for added note stating "There are no Jurisdictional Wetlands or Waters on the Subject Property." Based upon on site observations, borings, and analysis of vegetation types by Quible Environmental Scientist, Brian Rubino, P.G., it is clear that no areas within the subject property constitute Section 404 Wetlands; neither the soil types, hydrology, or vegetation meet wetland criteria (and it is a USACE requirement, per the 1987 Manual and Regional Supplements, that all three of these criteria must be met for an area to be a jurisdictional wetland or water). Further, the wetland inventory maps do not recognize any areas on the subject property as being potential wetlands.*
2. Correct zoning references and provide use types for adjacent properties. (ex: LB vs LBH, SFO w/ PUD overlay vs RO1) *Please refer to the enclosed plat sheets 2 of 3 and 3 of 3 for updated zoning references. Specifically, the northern adjoiner (hotel) has been updated to reflect "LB" versus "LBH", and the southern adjoiners have been updated to reflect "SFO w/ PUD Overlay" versus "RO1".*

Attachment: 8 TRC Response (PB 90-07 Pine Island, Phase 5)

Preliminary Plat Application for Pine Island PUD, Phase 5B (PB90-07)  
January 21, 2020

3. Note soil types on plan. *Please refer to the enclosed plat sheet 1 of 3 for soil types. An approximate boundary has been shown on sheet 2 of 3 in addition to the Soils section on page 4 of the Site Plan Narrative.*
4. Note 20' corner lot setbacks. *Please refer to the enclosed plat sheet 1 of 3 for noted 20' corner lot minimum building setback lines, as well as update to Lots 18 and 19 MBSLs respectively.*
5. Note non-access easement on double-frontage lots. *Please acknowledge the 5' width non-access easement shown along Pine Island Limited Way for Lots 18 and 19.*
6. Provide CBU detail and access (no backing on street). *Please refer to the enclosed plat sheet 3 of 3 for illustration of the ADA accessible CBU.*
7. Lot 1 is a proposed flag lot. Provide overall % of flag lots in Pine Island PUD. *Please acknowledge that the proposed Lot 1 has been adjusted to no longer be considered a flag lot.*
8. Staff will ask for clarification from BOC on the 15' side setback. Staff believes this is applicable to principal structures. The required setbacks should be noted on the preliminary plat prior to approval. *Acknowledged. The Applicant would much appreciate the clarification that the 15' side yard setback applies to principal structure only; especially considering that this side yard setback is above and beyond what the UDO currently requires. Side yard setbacks are currently shown at 15'.*
9. Provide proposed number of lots in development notes. *Please refer to added note 6 on the enclosed plat sheet 1 of 3 for proposed number of lots.*
10. Connect proposed sidewalk to existing sidewalk. *Please refer to the enclosed plat sheet 3 of 3 for the proposed sidewalk connection to the existing sidewalk.*
11. Clearly show sidewalk easements – existing and proposed if needed. *Please refer to the enclosed plat sheet 2 of 3 for the proposed 40' and 50' width access & utility easements encompassing the existing sidewalk along NC Hwy 12. Please refer to the enclosed plat sheet 1 of 3 for the proposed 15' drainage, utility & planting easement along the frontage of the proposed roadway encompassing the proposed sidewalk.*
12. Provide crosswalk striping, raised crossing or different material for crosswalk at entrance and any additional crosswalks. *Please refer to the enclosed plat sheet 3 of 3 for the proposed crosswalks. Please acknowledge that the construction drawings will include crosswalk specifications.*
13. Regarding Payment in Lieu:
  - a. Show proposed location of recreation and parkland dedication area so the county can make a determination. *Please acknowledge that the Applicant intends to remit a payment in lieu of recreation and park area dedication.*

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Preliminary Plat Application for Pine Island PUD, Phase 5B (PB90-07)  
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14. Provide summary of open space including open space required, open space provided and % of open space. *Please refer to the enclosed plat sheet 1 of 3 for open space summary for the subject parcel. Please recognize that at the time of Amended Sketch Plan (ASP) application, a boundary survey had not yet commenced of the subject parcel and the provided open space areas shown on the ASP were based upon best available information at that time. A boundary survey of the subject parcel, including mean high water and FLSV, have been prepared since the time of previously provided information. Due to now having actual parcel area and a preliminary plat design, the open space areas for the subject parcel are more accurate (and offer more open space than proposed with the ASP). Based on the numbers provided at the time of ASP, it appears that approximately 6.85 acres of open space was proposed. Based on the submitted preliminary plat, 7.01 acres of open space is proposed (providing 37.7% open space if the ASP PUD Summary Table were to be updated based on just this new information).*
15. Consider future driveway locations and alternative spacing for street trees. *Noted. The proposed street trees are currently shown equally spaces providing the minimum number required. The Applicant intends to bond a portion, if not all, of the street trees at the time of final platting in consideration of future driveway locations.*
16. Provide phasing schedule if proposed, be mindful of open space phasing requirements of UDO Section 7.1.3 (C) (6). *Currently, the Applicant does not intend to phase the development, as many of the required elements span the subject property. However, it is recognized that there is potential to phase the development project and the Applicant would thoroughly vet with the County any phased scenario prior to implementation.*
17. Gates shall be equipped with county-approved devices that allow emergency services to gain access to the street and shall meet requirements set forth in the currently adopted version of the North Carolina Fire Code per UDO Section 6.2.1.J.(4) *Acknowledged. Gates will be equipped with County approved devices allowing emergency services access and meeting requirements in currently adopted NC Fire Code.*
18. On page 4 of the narrative, please delete the references to setbacks *The "Proposed Zoning Conditions/Dimensional Standards" section of the Site Plan Narrative has been updated to reflect removal of setbacks.*
19. There appears to be a minor change in area calculations on this plat vs. the approved sketch plan. Please explain. *Please acknowledge that the subject property has been surveyed, including mean high water and FLSV. The areas provided within the submitted preliminary plat are accurate as of the time of submittal. The previously provided areas accompanying the amended sketch plan were based upon the best available information at the time of submittal.*

Currituck County Soil and Water, Dylan Lloyd:

1. Provide detail for drainage at amenity area access and parking area (cabana). *Please acknowledge that additional detail will be provided during the permitting and construction drawing phase of the subdivision development, but it is anticipated to provide linear*

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Preliminary Plat Application for Pine Island PUD, Phase 5B (PB90-07)  
January 21, 2020

swales to convey runoff from surface areas to defined entry locations into the wet detention basin.

2. Provide slope protection during expansion of existing ponds. *Acknowledged. Slope protection will be shown as a requirement along pond expansion areas on the construction drawings.*

Currituck County Building Code Official, Bill Newns:

1. Detectable warning domes shall be installed at crosswalks. *Acknowledged. Construction drawings will include specifications for detectable warning truncated domes at crosswalk locations.*
2. Bridge construction shall meet NCDOT Construction Standards. *Acknowledged. It is understood that construction drawings will require that the proposed bridge shall meet NCDOT construction standards.*

NC DEQ-Division of Coastal Management, Charlan Owens:

1. As proposed, the development will require a CAMA Major Permit. This is because the project indicates over one acre of disturbance with parts of the development proposed inside an Area of Environmental Concern (AEC). Reduction in the area of disturbance would allow for a CAMA Minor Permit to be issued by the County. Please contact Robert Corbett, DCM Field Representative, for additional information. He can be reached at 252-264-3901. *Please acknowledge that the enclosed plat sheets 3 of 3 have been updated to reflect no disturbance to the east of the Ocean Hazard AEC Line. The proposed cabana has been shifted westward to remain west of the Ocean Hazard AEC Line. It is our understanding that no CAMA Major Permit will be required given no land disturbance east of the AEC.*
2. Concerning the two (2) 10 foot wide walkways:
  - These are to be exclusively for pedestrian use and are only allowed to be greater than 6 feet wide if they meet a public purpose or need which cannot otherwise be met. Additional information will be needed to support the walkway width shown.
  - Note: Structural accessways may be constructed no more than 6 feet seaward of the waterward toe of the frontal or primary dune, provided they do not interfere with public trust rights and emergency access along the beach. *Please acknowledge that the proposed beach accessways are shown at 6' width on the enclosed plat sheet 3 of 3.*

Public Utilities, Will Rumsey:

1. Would ask that the 6-inch waterline on the south end be verified before connection is made. *Acknowledged. The construction drawings will require that the contractor field verify actual location, depth, and material of the existing water line prior to construction, and coordinate with County Water Department.*
2. Would like to see the fire hydrants moved to the side that the waterline is on instead of

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Telephone (252) 491-8147 • Fax (252) 491-8146

Preliminary Plat Application for Pine Island PUD, Phase 5B (PB90-07)  
January 21, 2020

running lines under the road. Move hydrant locations from lot 22 to lot 4 or 5 and lot 15 to 12. *Please refer to the enclosed plat sheet 3 of 3 for adjusted fire hydrant assembly locations.*

3. Development fees are due at the time of building permit application. *It is acknowledged that development fees are due at the time of building permit applications.*

Currituck County Parks and Recreation, Jason Weeks:

1. Contact County Manager, P&CD director, and Parks & Rec Director staff about all recreation options; if no other arrangements are agreed upon, a fee in lieu is preferred. *Acknowledged. It is the Applicant's intent to remit a payment in lieu of recreation and park area dedication.*

Albemarle Regional Health Services, Joe Hobbs:

1. DEVELOPER NEEDS TO CONSULT WITH THE NC DIVISION OF WATER QUALITY (WASHINGTON REGIONAL OFFICE) AT 252-946-9215 CONCERNING WASTEWATER CAPACITY APPROVAL (PINE ISLAND WASTEWATER TREATMENT PLANT) FOR PROPOSED SUB-DIVISION. *Acknowledged. The Applicant has secured a commitment to serve from PICCWWTP, LLC and will permit the wastewater extension prior to submitting the construction drawings for County review/approval.*

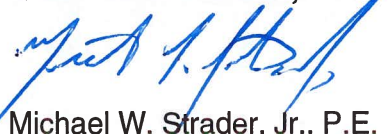
Currituck County GIS, Harry Lee:

1. Please remove the "Ext" from the street name "Audubon Dr". *Please refer to the enclosed plat sheets 2 and 3 of 3 for removal of "Ext" from Audubon Dr.*
2. *Please refer to the enclosed plat sheet 1 of 3 for the addition of address assignments.*

Please review the enclosed documentation and confirm that all TRC review comments have been addressed adequately for a supportive Staff Report. Please do not hesitate to contact me at 252.491.8147 or mstrader@quible.com if you have any questions, comments or requests for additional information.

Sincerely,

**Quible & Associates, P.C.**



Michael W. Strader, Jr., P.E.

encl.: as stated

cc: Rolf Blizzard, Turnpike Properties, LLC

P.O. Drawer 870 • Kitty Hawk, NC 27949  
Telephone (252) 491-8147 • Fax (252) 491-8146



**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF  
COMMISSIONERS AMENDING SECTION 2-97 OF THE CURRITUCK  
COUNTY CODE OF ORDINANCES TO INCREASE THE NUMBER OF  
CONSECUTIVE TERMS A MEMBER OF AN AUTHORITY, BOARD OR  
COMMISSION MAY SERVE**

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

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

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

PART I. Section 2-97 of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

**Sec. 2-97. Consecutive terms of office.**

(a) No person who has been appointed to ~~two~~ three consecutive terms as a member of any authority, board or commission shall be eligible for reappointment to the same board for the next consecutive term.

(b) Appointees who are being appointed to completely new positions; unexpired terms from which incumbents are removed; or unexpired terms for which there are vacancies at the present time are deemed to be appointed to fill unexpired terms and shall be eligible to serve ~~two~~ three consecutive terms after the expiration of the unexpired term.

(c) If a person who has served ~~one~~ two full terms is reappointed to a ~~second~~ third term and then resigns during the ~~second~~ third term, that person is not eligible for reappointment during the next consecutive term.

(d) If a person is nominated to a board by an at large county commissioner or county commissioner of one district, and serves ~~two~~ three consecutive terms, the same person cannot be reappointed to the same board, even if ~~he or she is~~ they are nominated by a different county commissioner.

(e) If a board has certain criteria for membership, such as income guidelines, but also has different criteria for other members, such as educational,

professional or income guidelines, a member who has served ~~two~~ three consecutive terms in one capacity cannot be reappointed to the same board to serve in a different capacity.

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 16th day of March, 2020.

\_\_\_\_\_  
Bob White, Chairman  
Board of Commissioners

ATTEST:

(COUNTY SEAL)

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

APPROVED AS TO FORM:

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

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

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

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

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

## AIRPORT GROUND LEASE AGREEMENT

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

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

### 1. Leased Premises.

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

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

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

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

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

## **2. Rent and Payment.**

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

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

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

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

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

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

### 3. Term.

**A. Initial Term.** The term of this Agreement shall be for a period of Ten (10) years commencing on \_\_\_\_\_ (the "Commencement Date") and ending on \_\_\_\_\_ (such period being the "Initial Term").

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

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



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

#### **4. Tenant's Improvements.**

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

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

#### **5. Tenant's Uses and Privileges.**

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Lessor's Authority.**

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

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

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



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

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

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

## **7. Indemnity, Insurance, and Letter of Credit.**

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

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

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

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

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

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

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

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

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

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

## 8. Hazardous Materials.

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

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

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

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

**9. Assignment and Subleasing.**

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

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

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

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

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



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

# **10. Damage, Destruction, and Condemnation.**

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

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

# **11. Default.**

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

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

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

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

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

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

## **12. Expiration or Termination of Agreement.**

### **A. Disposition of Tenant's Improvements.**

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

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

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

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

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

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

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

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

### **13. General Provisions.**

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

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

If to Lessor:

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

with a required, simultaneous copy to:

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



If to Tenant:

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

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

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

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

LESSOR:

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

ATTEST:

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

(COUNTY SEAL)

TENANT:

\_\_\_\_\_

**EXHIBIT A**  
**PREMISES**

Description of the Premises:

Hanger Site \_\_\_\_\_ as depicted in the attached diagram.

Tax No. \_\_\_\_\_

Consisting of \_\_\_\_ X \_\_\_\_ = \_\_\_\_\_ Sq. Ft.

**Proposed Hanger location**

Proposed location: Grass area between C hangers and Corporate Ramp. 60x60 hanger would be placed on the east side of the C hangers facing the North East Corporate Ramp. The hanger will have to be displaced 60 feet from the center line of the taxiway. Attached is an exhibit of the land.



## EXHIBIT B

### APPROVED AIRCRAFT

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

LESSEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone

Currituck County Regional Airport

\_\_\_\_\_  
Airport Manager

AIRCRAFT

AC NO N\_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

ATTACH COPY OF A/C REGISTRATION

Attachment: Ground Lease Agreement Draft v4 (Airport Hangar Lease Agreement)

## EXHIBIT C

### TENANT CONSTRUCTION REQUIREMENTS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**

**ATTACHMENT 1**

**REQUIRED TENANT IMPROVEMENTS**

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

Date for Tenant's Access to the Premises: \_\_\_\_\_

Schedule for Construction:

Commencement of the Work: \_\_\_\_\_

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

Other schedule requirements shall be as approved by Lessor.

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

Attachment: Ground Lease Agreement Draft v4 (Airport Hangar Lease Agreement)

## EXHIBIT D

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



## EXHIBIT E

### GENERAL PROVISIONS

#### E.1 Governmental Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



NORTH CAROLINA

CURRITUCK COUNTY

### GRANT AGREEMENT

This Grant Agreement made, entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the “County”), and \_\_\_\_\_, (“Grantee”).

### WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any person in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-438 a county may expend public funds to finance the acquisition, construction, reconstruction, extension, maintenance, improvement or enlargement of groins, jetties, dikes, moles, walls, sand dunes, vegetation, or other types of works or improvements that are designed for controlling beach erosion, for protection from hurricane floods, or for preserving or restoring facilities and natural features that afford protection to the beaches and other land areas of the county and to the life and property of the county; and

WHEREAS, Grantee desires to install sand fencing located at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address and parcel number; if Grantee is POA describe area of coverage) by installing the appropriate amount of sand fencing in order to extend, maintain and enlarge the sand dunes for protection from hurricane floods and to preserve and restore those sand dunes to afford protection to a portion of the beach and property located landward of the beach; and

NOW, THEREFORE, for valuable consideration and the mutual covenants exchanged between the parties hereto, it is agreed as follows:

Attachment: Sand Fence Grant Agreement (Sand Fencing Grant Program)

1. To assist Grantee with the cost to purchase and install the sand fencing located at:

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County agrees to award a grant to Grantee for the cost of the sand fencing and Grantee agrees to pay for the installation of the fencing.

2. Grantee agrees that Grantee will use grant funds only for the purpose of purchasing the amount of sand fencing needed to install along the landward side of the beach front sand dunes located at the property referenced above.
3. PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Grantee must fulfill the following requirements:

- 3.1 Installation of sand fencing requires an exemption letter from the CAMA Local Permit Officer. Grantee shall be responsible for contacting the Currituck County CAMA LPO Officer located in the Corolla office at 1123 Ocean Trail, Corolla, North Carolina to obtain the specifications and conditions required prior to installation of any sand fencing.
- 3.2 Grantee shall order and pay for the total cost of the sand fencing to include poles and connections.
- 3.3 Grantee assumes responsibility for the proper installation of the sand fence and any associated costs with said installation.
- 3.3 Grantee shall complete the installation of fencing by \_\_\_\_\_.
- 3.4 Upon completion of the sand fence installation, Grantee shall notify the Currituck County CAMA LPO Officer County and request an inspection of the fence.

#### 4. DISBURSEMENT OF GRANT

- 4.1 The CAMA LPO Officer will inspect the property for sand fence installation within two weeks of notification of the completed installation by Grantee. An inspection report shall be provided to the Grantee to use in submittal for reimbursement.
- 4.2 Grantee shall submit the inspection report provided by the CAMA LPO Officer that the fence has been installed in conformity of the Coastal Area

Management Act together with a copy of the invoice for material, to the Currituck County Finance Department, 153 Courthouse Road, Currituck, NC 27929 for reimbursement of the cost of the sand fence material

5. Grantee agrees to make a full and accurate accounting to the County of all expenditures of the grant funding.
6. Grantee shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Grant Agreement.
7. The laws of the State of North Carolina shall control and govern this Grant Agreement. Any controversy or claim arising out of this Grant Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Currituck County, North Carolina.
8. Grantee and County respectively bind themselves, their successors, and assigns in respect to the covenants, agreements and obligations contained in this Grant Agreement.
9. This Grant Agreement sets forth the entire agreement between Grantee and the County and supersedes any and all other agreements on this subject between the parties.

NOW, THEREFORE, for valuable consideration and mutual covenants exchanged between the parties hereto, it is agreed as follows:

ATTEST:

COUNTY OF CURRITUCK

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

By: \_\_\_\_\_ (SEAL)  
Ben Stikeleather, County Manager

(COUNTY SEAL)

GRANTEE:

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

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

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

Attachment: Sand Fence Grant Agreement (Sand Fencing Grant Program)

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OPPOSING PROPOSED RULE CHANGES BY THE NC WILDLIFE RESOURCES  
COMMISSION TO MOVE THE BOUNDARIES OF  
INLAND WATERS AND COASTAL WATERS**

*WHEREAS*, many of our citizens earn their livelihoods through commercial fishing activities; and,

*WHEREAS*, many of our residents and visitors enjoy fishing and water sports for recreational purposes; and,

*WHEREAS*, the NC Wildlife Resources Commission seeks to change the boundaries of Inland Waters and Coastal Waters in North Carolina; and,

*WHEREAS*, these proposed changes would disrupt and confuse the public in their commercial and recreational use of our waters; and,

*WHEREAS*, the Coastal Area Management Act (CAMA) provides protections for our waters and wetlands; and

*WHEREAS*, we object to any of our waters being removed from the protection of existing coastal management, water quality, and habitat conservation programs;

*WHEREAS*, the recent acts of the NC Wildlife Resources Commission are causing confusion for local citizens and conflict among regulatory agencies;

*NOW THEREFORE, BE IT RESOLVED* by the Currituck County Board of Commissioners, does hereby express its opposition to the rule making actions of the NC Wildlife Resources Commission in 2019 and described by WRC Executive Director Gordon Myers on or about January 29, 2020; and

*BE IT FURTHER RESOLVED* that copies of this Resolution are transmitted to our Representative and our Senator in the NC General Assembly and to Governor Roy A. Cooper, III to let them know of our opposition to the actions of the NC Wildlife Resources Commission.

*ADOPTED* this 16<sup>th</sup> day of March, 2020.

ATTEST:

\_\_\_\_\_  
Robert M. White, Chairman

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



## CURRITUCK COUNTY NORTH CAROLINA

March 2, 2020

Minutes – Regular Meeting of the Board of Commissioners

### WORK SESSION

#### 1. 5:00 PM Mobile Classrooms / Soil and Water

The Currituck County Board of Commissioners met at 5:00 PM in the Conference Room of the Historic Courthouse for a work session, beginning with a discussion of Soil and Water Conservation. Manly West and William Powell, members of the District 5 Soil and Water Conservation Board, were in attendance. Mr. West voiced concern that the duties of Stormwater Technician, Dylan Lloyd, are moving to address more stormwater issues as opposed to the agricultural aspects of the position, which could result in a loss of some salary funding for the position. The heavy workload of the Stormwater Technician position was also discussed. Options for consideration suggested by Mr. West included expanding the Moyock District to shift some of stormwater duties to the county technician, Chandler Sawyer, who performs similar functions within service districts. Documents distributed for Board review included a map of the Moyock Service District boundary and two maps noting ditching and debris removal areas throughout the county. Funding challenges and revenues generated with district expansion were discussed by the County Manager, Ben Stikeleather, and upcoming snag and clear projects already slated to take place in the county were reviewed. County Attorney, Ike McRee, discussed the process for a district expansion and it was suggested that perhaps districts could be created around the various area watersheds. County Engineer, Eric Weatherly, recalled earlier failed attempts to expand the Moyock district. Following discussion, Commissioners asked that maps of the watershed areas be forwarded for their review. No action was taken.

The work session was also attended by Assistant Superintendent, Renee Dowdy, of Currituck County Schools, along with other school officials to discuss funding for mobile classroom units that will be needed by August, 2020, the upcoming school year. A proposal from Modular Technologies was distributed to Commissioners for review, and Mr. Stikeleather discussed several finance options included in the proposal. He asked Commissioners for direction as to where the funds were to come from and what funding option, if any, was preferred. After discussion, Commissioners settled on a 50/50 split, as suggested by Commissioner Mary Etheridge, to be appropriated to the Board of Education annually to cover 50% of the total cost over five years. Ms. Dowdy said the proposal would be taken to the school board for their consideration. A brief discussion about options to resolve a serious roofing issue at one of the schools, resulted in Commissioners agreeing to a silicon coating repair, which comes with a 20 year warrantee and a significant cost savings over a roof replacement.

Communication: Minutes for March 2, 2020 (Approval Of Minutes-March 2, 2020)

There was no further discussion and the work session concluded at 5:50 PM.

### 6:00 PM CALL TO ORDER

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

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

Commissioner Payment acknowledged the absence of the Chairman and, as Vice-chairman of the Board of Commissioners, called the meeting to order.

#### A) Invocation & Pledge of Allegiance

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

#### B) Approval of Agenda

Commissioner Jarvis moved to approve the agenda. Commissioner McCord seconded the motion. The motion carried.

Approved agenda:

#### Work Session

5:00 PM Mobile Classrooms / Soil and Water

#### 6:00 PM Call to Order

A) Invocation & Pledge of Allegiance

B) Approval of Agenda

#### Public Comment

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

#### Commissioner's

#### Report

#### County Manager's



**Report****Public Hearings**

- A) PB 19-25 Currituck County - Currituck Station:** A request to amend the Unified Development Ordinance, Chapter 1. General Provisions, Chapter 2. Administration, Chapter 3. Zoning Districts, Chapter 4. Use Standards, Chapter 5. Development Standards, Chapter 6. Subdivision Infrastructure Standards, and Chapter 10. Definitions and Measurements for the purpose of implementing the Moyock Mega Site master plan (Currituck Station) and establishing the Planned Development - Currituck Station district and regulations.
- B) PB 20-01 McDonald's Corporation:** Request for a text amendment to the Unified Development Ordinance, Chapter 5. Development Standards, and Chapter 10. Definitions, to allow the installation of fully electronic menu board signs associated with drive through lanes.
- C) PB 19-27 QHOC of Windswept Pines - Driveway Width & Setbacks Text Amendment:** Request to amend Chapter 5 of the Unified Development Ordinance to allow driveway widths of up to 40 feet when located on a street with curb and gutter section, and where the allowable lot coverage is not exceeded. The amendment also proposes to revise Chapter 3 to reduce the driveway setback from side property lines to 5 feet as opposed to the current requirement of 10 feet.
- D) Consideration and Action: PB 08-42 Academi Security Training Facility Use Permit Renewal:** Request to renew the use permit for the security training facility located at 850 Puddin Ridge Road, Tax Map 12, Parcel 1 and Tax Map 17, Parcel 1A, Moyock Township. The use permit is due to expire March 15, 2020.

**New Business**

- A) Consideration for Approval of Contract-Shoreline Stability Study**
- B) Contract Amendment-Southern Disaster Recovery Notice to Proceed**
- C) Board Appointments**
1. Fire and EMS Advisory
- D) Consent Agenda**

1. Approval Of Minutes-February 17, 2020
2. Budget Amendments
3. Vehicles Surplus Resolution
4. Surplus Resolution-Communications
5. Surplus Resolution-Lower Currituck VFD Fire Apparatus
6. Salary Classification Chart Revision
7. Project Ordinance-Shoreline Stability Study
8. Road Addition Petition-Homestead Lane, Countryside Estates
9. Road Addition Petition-Sutryk Court, Sound Woods
10. Petition for Road Addition-Thayne Drive, Beckmoore Estates

### **Adjourn**

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

Consideration of Tourism Grant Funding Awards

TDA Budget Amendments

### **Adjourn Special Meeting**

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

### **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 Payment opened the Public Comment period. No one was signed up nor wished to speak and the Public Comment period was closed.

### **COMMISSIONER'S REPORT**

On the eve of the primary, Commissioner Jarvis discussed the upcoming election and encouraged everyone to be heard by getting out and voting. This sentiment was echoed by Commissioner Payment, Commissioner J. Owen Etheridge, Commissioner McCord, Commissioner Mary Etheridge and Commissioner Beaumont.

In addition, Commissioner Payment announced Beach Parking Permits are available at the Moyock Welcome Center and Corolla Visitor Center upon making application through the Department of Travel and Tourism.

**COUNTY MANAGER'S REPORT**

No report.

**PUBLIC HEARINGS****A. PB 19-25 Currituck County - Currituck Station:**

Commissioner Jarvis moved to continue PB 19-25, Currituck Station, to the April 6, 2020 regular meeting of the Board of Commissioners. The motion was seconded by Commissioner Mary Etheridge. The motion carried.

<b>RESULT:</b>	<b>CONTINUED [UNANIMOUS]</b>	<b>Next: 4/6/2020 6:00 PM</b>
<b>MOVER:</b>	Selina S. Jarvis, Commissioner	
<b>SECONDER:</b>	Mary "Kitty" Etheridge, Commissioner	
<b>AYES:</b>	Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner	
<b>ABSENT:</b>	Bob White, Chairman	

**B. PB 20-01 McDonald's Corporation:****Background**

The purpose of this text amendment is to allow the installation of fully electronic menu board signs associated with drive through lanes. The current standard in the Unified Development Ordinance limits the area of an electronically controlled message board to 50% of a sign's total area. This amendment proposes to allow a new category of sign, menu board signs, to have up to 100% of their area be electronically controlled.

The **applicant's** proposed amendment to section 5.12.6 is as follows:

**E. Electronic Restaurant Menu Reader Boards**

*Signs otherwise permitted under Section 5.12 shall be allowed for one or more drive-through lanes which are accessory to a principle use whereby goods or services may be offered directly to customers in motor vehicles as long as they meet the following conditions:*

1. *A restaurant menu reader board shall not exceed forty-two (42) square feet in area and six (6) feet in height per allowable sign ("Menu Reader Board")*
2. *A pre-browse board consisting of no more than 20 square feet in surface area and six feet in height (Pre-Browse Board").*
3. *Up to 100% of permitted sign area may be an electronic variable message display.*
4. *The number of allowable Menu Reader Boards is based on the number of ordering points per drive through lane. A Menu Reader Board shall be permitted at each ordering point in the drive through lane. Each drive-through lane may also consist of a Pre-Browse Board.*
5. *Two (2) Menu Reader Boards shall be no closer than 8 feet at any point.*
6. *Such signs shall be set back not less than twenty (20) feet from any property line.*
7. *The signage shall not be included in the calculation or count towards the total allowable sign area.*

Staff has suggested some changes to the proposed language. In the event a business needs a slightly different size or configuration of signs in a specific drive through lane, staff suggests amending the applicant's proposed language as indicated in the staff report below. This may avoid future amendments to this section.

#### **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;

*The proposed text amendment is consistent with the following 2006 Land Use Plan Policies:*

*POLICY ED1: NEW AND EXPANDING INDUSTRIES AND BUSINESSES should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and (3) are compatible with the environmental quality and natural amenity based economy of Currituck County.*

2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;

*a. The text amendment request is consistent with the provisions of the UDO and the County Code of Ordinances.*

3. Is required by changed conditions;

*It is likely that most future menu boards will be electronically controlled.*

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;

*a. The text amendment request is consistent with the purpose and intent of the zoning districts. The General Business zoning district is the appropriate location for this type of business and menu boards are not in conflict with the purpose or intent of the district.*

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.

*a. The amendment will 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 this request subject to the staff recommended changes to the proposed amendment and suggested Statement of Consistency and Reasonableness listed in the staff report.

#### **Planning Board Recommendation – February 11, 2020**

RECOMMENDED APPROVAL [UNANIMOUS]

MOVER: Juanita S Krause, Board Member  
 SECONDER: David Doll, Board Member  
 AYES: C. Shay Ballance, Chairman, Garry Owens, Vice Chairman, K. Bryan Bass, Board Member, David Doll, Board Member, Anamarie Hilgendorf, Board Member, Juanita S Krause, Board Member  
 ABSENT: J. Timothy Thomas, Board Member

**Planning Board Motion:**

Ms. Krause motioned to approve PB 20-01 McDonald's Corporation's requested text amendment to allow the installation of fully electronic menu board signs associated with drive through lanes because it is consistent with the goals, objectives, and policies of the 2006 Land Use Plan including:

POLICY ED1: NEW AND EXPANDING INDUSTRIES AND BUSINESSES should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and (3) are compatible with the environmental quality and natural amenity based economy of Currituck County.

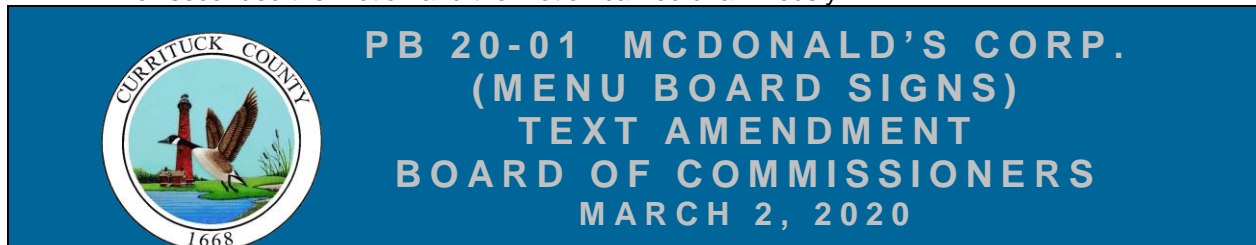
Also, the request is reasonable and in the public interest because:

Restaurants with drive through lanes are an allowable use in the General Business district and the addition of digital menu boards is a reasonable request since this technology is typical for new and upgraded restaurants.

Ms. Krause noted the Menu Board Signs shall comply with the following standards:

- (1) Up to 100 percent of a menu board sign's area can be electronically controlled.
- (2) Menu board signs shall be associated with an approved drive through lane.
- (3) Menu board signs shall not be used for additional advertisement to off-site views and shall be for the sole purpose of conveying menu information to patrons in a drive through lane.
- (4) Menu Board Signs shall have a maximum area of 60 square feet and shall not exceed 8 feet in height.

Mr. Doll seconded the motion and the motion carried unanimously.



McDonald's Corporation requests an amendment to the Unified Development Ordinance, Chapter 5 Development Standards and Chapter 10 Definitions to allow the installation of electronic menu board signs associated with drive through lanes.

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 5 is amended by deleting the following bold and underlined strikethrough language and adding the bold and underlined language in Section 12.6:

**C. Message and Menu Board Signs**

Message board signs shall comply with the following standards:

- (1) Electronically-controlled message board signs are prohibited in the Outer Banks.
- (2) No more than 50 percent of a sign's maximum area can be occupied by a message board, reader board, or electronically controlled message sign.
- (3) Except for time and temperature signs, the message shall remain stationary for at least five seconds.

**Menu Board Signs shall comply with the following standards:**

- (1) Up to 100 percent of a menu board sign's area can be electronically controlled.**
- (2) Menu board signs shall be associated with an approved drive through lane.**
- (3) Menu board signs shall not be used for additional advertisement to off-site views and shall be for the sole purpose of conveying menu information to patrons in a drive through lane.**
- (4) Menu Board Signs shall have a maximum area of 60 square feet and shall not exceed 8 feet in height.**

**Item 2:** That Chapter 10 is amended by deleting the following bold and underlined strikethrough language and adding the bold and underlined language in Section 5:

**Menu Board Sign**

**A freestanding or wall sign that lists the foods or other products available at facilities with approved drive through lanes.**

**Message Board Sign**

**A message board, reader board, or electronically controlled message sign providing a means of altering outgoing information on a sign not associated with a drive through lane.**

**Item 3:** Staff suggested Statement of Consistency and Reasonableness:

**Land Use Plan Consistency**

The UDO requires that the Board of Commissioners adopt a statement of consistency and reasonableness that describes whether the decision on the amendment is consistent with county adopted plans that are applicable and why the decision is reasonable and in the public interest.

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

- **POLICY ED1:** NEW AND EXPANDING INDUSTRIES AND BUSINESSES should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and (3) are compatible with the environmental quality and natural amenity based economy of Currituck County.

The request is reasonable and in the public interest because:

- Restaurants with drive through lanes are an allowable use in the General Business district and the addition of digital menu boards is a reasonable request since this technology is typical for new and upgraded restaurants.

**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 \_\_\_\_\_, 2020.

Jason Litteral, Currituck County Planner, reviewed the request with the Board of Commissioners which would allow for electronic menu board signs for drive-thru lanes. The revised text amendment language and supporting policies were reviewed and there were no questions or Board discussion following the presentation.

Commissioner Payment opened the Public Hearing and Kenneth Haywood, Attorney for McDonald's Corporation, spoke on behalf of the applicant in support of approval of the text amendment. He reviewed the purpose of the request and confirmed the applicant has agreed to all of the staff recommendations. The Board had no questions and, with no others signed up nor wishing to speak, the Public Hearing was closed.

Commissioner J. Owen Etheridge moved to approve the text amendment as submitted by staff. The motion was seconded by Commissioner McCord. The motion carried.

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

**C. PB 19-27 QHOC of Windswept Pines - Driveway Width & Setbacks Text Amendment:**

To: Board of Commissioners

From: Planning Staff

Date: January 28, 2020

Subject: PB 19-27 QHOC of Windswept Pines

The enclosed text amendment submitted by QHOC of Windswept Pines revises Chapter 5 of the Unified Development Ordinance (UDO) to allow driveway widths of up to 40 feet when located on a street with curb and gutter section, and where the allowable lot coverage is not exceeded. The amendment also proposes to revise Chapter 3 to reduce the driveway setback from side property lines to 5 feet as opposed to the current requirement of 10 feet.

**Background**

Prior to the 1989 Unified Development Ordinance, driveway widths and setbacks on private roads in Currituck County were largely unregulated. Driveways on state maintained streets were regulated by NCDOT. This resulted in wide driveways which could be located near side lot lines. Over time this created stormwater issues, particularly on the Outer Banks where parking was in high demand and space was limited. On the mainland, it also became an issue where development was occurring on smaller lots in areas with poor natural drainage.

In 2005, the UDO was amended to regulate driveways to alleviate stormwater issues. Driveway setbacks were instituted in an attempt to minimize stormwater runoff between adjoining properties. Additionally, driveway width regulations were adopted that reflected NCDOT standards. Those

standards are the basis for current ordinance regulations which require a maximum residential driveway width of 24 feet. NCDOT does allow deviation from the 24' standard but this is done on a case by case basis. New subdivision roads are required to be designed and constructed to meet current NCDOT standards with the assumption that they will be accepted into the NCDOT maintenance program.

Part of this text amendment addresses driveway widths in residential developments that use curb and gutter as stormwater conveyance. On the mainland, there is an increase in the use of curb and gutter over the last 6 years. This text amendment would impact existing subdivisions along with any future subdivisions proposing the use of curb and gutter.

#### **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;

- a. *The proposed text amendment is not consistent with the following 2006 Land Use Plan Policies:*

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

- b. *The Land Use Plan Vision Statement:*

*We will strive to maintain and enhance the quality of life within our communities for present and future generations by providing:*

- *economic opportunities and affordable housing for all citizens*
- *quality schools and educational, health and safety services*
- *additional and enhanced recreational facilities*
- *sound transportation planning and water, waste, and stormwater services for a growing population*
- *an aesthetically pleasing environment*

- c. *The proposed text amendment is not consistent with the following purpose statement from the Currituck County Stormwater Manual:*

*In order to manage the growth pressure while addressing the need to protect the sensitive natural systems on which it depends, Currituck County seeks to improve the stormwater management portions of their Unified Development Ordinance (UDO) to raise the level of water quality protection and reduce nuisance flooding problems.*

- (2) Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;

- a. *The text amendment request may conflict with the following UDO General Purpose and Intent Statements:*

- *Protect development and residents from flooding and other natural hazards;*
- *Maintain and protect high quality aesthetic standards for development*

- *Maintain and enhance the character of various districts within the county through an emphasis on design quality;*
  - b. *The text amendment request is not in conflict with the County Code of Ordinances.*
- (3) Is required by changed conditions;  
*Staff is not aware of any changed conditions that would require the text amendment.*
- (4) Addresses a demonstrated community need;  
*The text amendment does not appear to address a 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;
- a. *The amendment is not consistent with some of the general purpose statements of the Residential Zoning section of the UDO.*
    - (1)*The residential base zoning districts established in this section are intended to provide a comfortable, healthy, safe, and pleasant environment in which to live and recreate. More specifically, they are intended to:*
      - *Ensure adequate light, air, privacy, and recreational and open space areas for each dwelling, and protect residents from the negative effects of noise, excessive population density, traffic congestion, **flooding**, and other significant adverse environmental impacts;*
      - *Provide for safe and efficient vehicular access and circulation and promote bicycle-, and pedestrian-friendly neighborhoods;*
- (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.
- a. *The request could result in significantly adverse impacts on the natural environment, specifically stormwater management.*

**Staff Recommendation:**

Staff recommends denial of this text amendment request due to the following concerns expressed by the County Engineer and the Planning Department, and the suggested Statement of Consistency and Reasonableness provided in the attached staff report.

***Planning and Engineering comments:***

**Greater than 24' driveway width concerns:**

Increased driveway width applies only to residential developments with curb and gutter infrastructure

- With curb and gutter, the section of the driveway within the right-of-way (connection of the driveway to the street), will typically drain to the street.
- Depending on the slope, layout, impervious area and design of the lot, more lot area could drain into the street via the driveway.
- Larger driveways will mean more direct runoff to the curb and gutter section which drains to catch basins and outlet pipes.

- If UDO is changed to allow for wider driveways at the ROW, will the current infrastructure in **existing developments** (gutters, catch basins, outlets) handle the increased flow of SW from wider driveways?
- In existing developments, County staff will need to review revised SW calculations to verify the 40' driveway drainage can be handled by current infrastructure.
- In existing developments, any infrastructure (catch basins, gutters, outlets, etc) will need to be improved to meet additional flow if indicated by revised calculations.
- In existing development, County staff will need verification from NCDOT that increased flow and any altered infrastructure will still meet NCDOT standards and carrying capacity.
- Slope of driveways will need to be minimal to limit velocity of runoff.
- Sheet flow from driveways that slope toward the street will have greater potential to impact properties on the opposite side of the street
- The NCDOT standard for driveway width is 24'. Deviations from this standard are evaluated on a case by case basis.
  - At this time, staff is unsure of the criteria used for determining greater driveway width approval
  - If driveways on a street exceed the 24' standard, will that impact NCDOT acceptance of the street into the DOT system?
- The above factors will need to be taken into account during the design of SW plan and infrastructure for curb and gutter residential developments.
- Consideration of Aesthetics – at 40' wide, up to 5 vehicles can be parked at the right-of-way, how will this impact the appearance of lots, and the neighborhood in general?
- What are the potential safety concerns for pedestrian and vehicular traffic movements from the sidewalk and roadway respectively?

### **Setbacks**

One overarching goal of the driveway setback is to minimize runoff onto your neighbor's property.

- Current UDO standard is a 10' side setback for driveways and parking areas.
- This provides more pervious area, which prevents more direct runoff onto neighboring lots.
- Provides a larger area for infiltration without sheet flowing into swales and ditches
- Lot line swales are required in all subdivisions
- Lot line swales could be impacted with decreased setback of driveways and parking areas
- Driveways that require fill to even out slope could violate ordinance requirement of no fill within the 10' setback

### **Benchmarking other communities' standards**

Staff would like to check with other neighboring communities and professional standards to see how others' address the issue.

### **Planning Board Recommendation – January 14, 2014:**

Chairman Ballance motioned to recommend denial of the text amendment and advising to the Board of Commissioners to stay all fines and all enforcement action is stayed on the eight homeowners who have driveway width issues. For the resolution to be on a case by case basis as Mr. Ott stated in his email and for the Board of Commissioners to consider accepting a letter from an engineer for the other people, such as Mr. Blain and Mr. Brooke who have issues with driveways around the side of the houses to remedy the situation by providing an Engineer letter stating that the property owners will not flood anybody.

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

RESULT: RECOMMENDED DENIAL [UNANIMOUS] Next: 2/3/2020 6:00 PM

AYES: C. Shay Ballance, Chairman, Garry Owens, Vice Chairman, K. Bryan Bass, Board Member, David Doll, Board Member, Juanita S Krause, Board Member, J. Timothy Thomas, Board Member  
 ABSENT: Anamarie Hilgendorf, Board Member

Planning and Community Development Director, Laurie LoCicero, reviewed the text amendment request for the Board which. The item had been continued from the February 3, 2020, Commissioner meeting. She explained two issues are included in the request, one pertaining to driveway widths and another related to reducing side setbacks for driveways. She said a response was received from the North Carolina Department of Transportation (NCDOT) accepting the eight driveways within the subdivision that exceeded the 24' maximum. NCDOT did not encourage a text amendment revising the 24' maximum driveway width requirement. Ms. LoCicero reviewed the request to modify side setbacks and addressed concerns in a memo submitted by county Engineer, Eric Weatherly. Staff recommended denial of the text amendment request. Planning Board recommendations and conditions for driveway widths and side setbacks were presented.

Ms. LoCicero responded to questions and noted that Planned Development-Residential (PD-R) side setbacks can vary. She said the text amendment would apply county wide, which raises concerns over impacts to older neighborhoods that may not have extensive stormwater plans.

Commissioner Payment opened the Public Hearing.

Mark Bissell, Engineer, spoke on behalf of the applicant to support the Planning Board recommendation which would allow engineering certifications on a case by case basis. He described instances where existing driveways are currently encroaching into side setbacks. Mr. Bissell said they would be agreeable to an amendment using the language included in Mr. Weatherly's memo.

When asked, Ms. LoCicero said there are some significant encroachments, more than five feet, the worst being a seven foot encroachment that leaves three feet to the neighboring property line. She said in this instance the concrete work was performed later, without permits, and is located in an older subdivision with no stormwater infrastructure. She confirmed no remedy would be available for adjacent homeowners if language recommended by the Planning Board is approved.

Eric Weatherly, County Engineer, discussed the variety of materials used for driveway surfaces and explained why gravel driveways are considered to be impervious. He explained there can be a reduction in lot coverage based on material used, but there would still be runoff with a heavy rain. He responded to questions from Commissioners and County Manager, Ben Stikeleather, clarified Mr. Weatherly's memo recommends denial of the setback text amendment, but a language recommendation was included if the Board was inclined to approve the request.

County Attorney, Ike McRee, reviewed the options available for residents who are currently encroaching within the side setbacks. He said the issue would not lend to a variance before Board of Adjustment so the remedy would be to remove the offending area from within the setback.

No others wished to speak. Commissioner Payment closed the Public Hearing.

Following Board discussion, Commissioner Jarvis made a motion to deny PB 19-27 because the request is not consistent with the goals, objectives and policies of the 2006 Land Use Plan including Policy TR12: New residential developments shall provide for the installation of paved public roadway and drainage infrastructure at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

And, the request is not reasonable and not in the public interest because it is unclear if existing curb and gutter systems are capable of preventing floodwaters, generated by increased impervious areas and potential increased velocity, from negatively affecting neighboring properties and streets; reduction of the side setback for driveways may cause issues with flooding of neighboring properties by reducing space available for stormwater infiltration, limiting the space available for property line swales and encouraging fill in the ten foot side setback when grade changes are necessary.

Commissioner Mary Etheridge seconded. The motion carried on a vote of 4-2, with Commissioners Payment, Beaumont, Mary Etheridge, and Jarvis voting for approval and Commissioners J. Owen Etheridge and McCord opposed.

Following the vote, it was confirmed for Commissioners that the eight driveways in the Windswept Pines subdivision that exceeded the maximum 24' width were approved and accepted by NCDOT, and those properties would not be considered a violation. The explanation prompted Commissioner J. Owen Etheridge to ask the County Attorney if he could change his vote, and upon the advice of Mr. McRee, Commissioner Jarvis made a motion to reconsider. The motion to reconsider was seconded by Commissioner Beaumont. The motion carried unanimously, 6-0.

Following the vote to reconsider the motion, Commissioner Jarvis restated the motion to deny PB 19-27, consistent with the original motion. Commissioner Mary Etheridge seconded and the motion carried unanimously, 6-0.

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

#### **D. Consideration and Action: PB 08-42 Academi Security Training Facility Use Permit Renewal:**

Parties to testify were sworn in and Currituck County Planner, Tammy Glave, reviewed the request with the Board which, if approved, would renew the applicant's Use Permit indefinitely with no set expiration date. Ms. Glave presented a history of the original use



permit, which had been renewed most recently in March, 2015, and the original conditions of approval were presented. She said the applicant has operated in compliance with the permit for the past ten years and staff recommended approval of the request. She responded to questions posed by the Board.

Kate McKenzie-Veal, Attorney, spoke on behalf of the applicant in support of approval of the request. She talked about the facility and responded to questions posed by Commissioners pertaining to the gun ranges located inside Currituck County within the facility and hours of operation. Ms. McKenzie-Veal confirmed neighboring Camden County operational hours were in sync with Currituck County, but Camden did allow shooting on Sunday.

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

Commissioner J. Owen Etheridge moved to approve PB 08-42, as Academi has operated in compliance with no violations or valid complaints in the past eleven (11) years, and motion to renew the use permit without an expiration date. Commissioner McCord seconded the motion. The motion carried.

## **COUNTY OF CURRITUCK**

Planning and Community Development Department  
*Planning and Zoning Division*  
 153 Courthouse Road, Suite 110  
 Currituck, North Carolina 27929  
 Telephone (252) 232-3055 / Fax (252) 232-3026

## **MEMORANDUM**

TO: Board of Commissioners

FROM: Planning Staff

DATE: February 18, 2020

SUBJECT: PB 08-42 Academi Security Training Facility Use Permit Renewal

Academi's use permit for a security training facility is due to expire on March 15, 2020 and they have requested that the use permit be renewed. The Currituck County portion of the operation contains firing ranges and part of a driver training facility. The original use permit was approved by the Board of Commissioners on March 2, 2009; renewed March 15, 2010; and renewed March 16, 2016. The permit is due to expire on March 15, 2020.

We have received no complaints regarding Academi's use of the property and to the best of our knowledge they have operated in compliance with their existing use permit. Staff recommends **approval** of the renewed use permit subject to the previous special use permit conditions:

1. The storage of munitions or explosives shall be prohibited in Currituck County.

2. Each firing range shall be posted indicating the allowable caliber of weapon permissible and any other applicable rules.
3. A copy of the most recent Military Handbook shall be available at each firing range.
4. No activities past 10:00 p.m. shall be conducted on the site.
5. Operations shall be prohibited on Sunday.

Typically, a use permit runs with the land and does not expire. The BOC limited the approval date in this instance to allow the facility to operate for five years so the county could determine compliance and investigate any unforeseen complications. **Since Academi has operated in compliance with no violations or complaints, staff recommends the use permit be approved without an expiration date.**

A copy of the extension request as well as the original use permit is attached to this memorandum. Thank you.

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

## NEW BUSINESS

### A. Consideration for Approval of Contract-Shoreline Stability Study

Ben Stikeleather, County Manager, reviewed the scope of work included in the Shoreline Stability Study, with the option that will study the entirety of the Currituck County coastline as requested by the Board of Commissioners at the recent retreat.

Following review, Commissioner Mary Etheridge moved for approval. The motion was seconded by Commissioner Beaumont. The motion carried.

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

### B. Contract Amendment-Southern Disaster Recovery Notice to Proceed

County Manager, Ben Stikeleather, reviewed the contract amendment and the need for an increase in the Not to Exceed price for Hurricane Dorian debris removal, which was raised by \$54,000.

Following the review, Commissioner Beaumont moved for approval. Commissioner McCord seconded the motion. The motion carried.

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

### C) Board Appointments

#### 1. Fire and EMS Advisory

Commissioner Beaumont moved for approval of Michael Hurt, Chief of Moyock Volunteer Fire Department, to serve as a member of the Fire and EMS Advisory Board. The motion was seconded by Commissioner J. Owen Etheridge. The motion carried unanimously.

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

### D) Consent Agenda

Commissioner Beaumont moved for approval of the Consent Agenda. The motion was seconded by Commissioner Jarvis. The motion carried.

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

#### 1) Approval Of Minutes-February 17, 2020

##### 1. Minutes for February 17, 2020

##### 2. Budget Amendments

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10900-582400	Notes Payable	\$ 246,865	
10900-582000	Interest of Debt		\$ 101,641
10390-495042	T F - Transfer Tax Capital Fund		\$ 145,224
42450-587010	T T - Operating Fund	\$ 145,224	
42320-414000	Land Transfer Tax		\$ 145,224
		\$ 392,089	\$ 392,089

**Explanation:** Debt (10900); Transfer Tax Capital Fund (42450) - Increase appropriations to adjust estimated principal and interest debt service for the public safety building to actual per debt closing statements.

**Net Budget Effect:** Operating Fund (10) - Increased by \$145,224.  
Transfer Tax Capital Fund (42) - Increased by \$145,224.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10531-532000	Supplies	\$ 3,000	
10531-545000	Contract Services		\$ 3,000
		\$ 3,000	\$ 3,000

**Explanation:** Emergency Management (10531) - Transfer budgeted funds for re-entry permits.

**Net Budget Effect:** 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>		
10490-516000	Repairs & Maintenance	\$ 1,673	
10490-561000	Professional Services		\$ 1,673
		\$ 1,673	\$ 1,673

**Explanation:** Judicial Building (10490) - Transfer budgeted funds for unanticipated repairs to the Judicial Building for the remainder of this fiscal year.

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

Communication: Minutes for March 2, 2020 (Approval Of Minutes-March 2, 2020)

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10530 502000	Salaries		\$ 100,000
10530 502100	OT	\$ 84,500	
10530 503500	Temporary Services	\$ 90,000	
10530 505000	FICA	\$ 5,700	
10530 506000	Insurance		\$ 53,000
10530 507000	Retirement	\$ 10,910	
10530 526000	Advertising		\$ 2,500
10530 536000	Uniforms		\$ 5,643
10530 544000	Volunteer Assistance		\$ 500
10530 545000	Contracted Services		\$ 3,000
10530 561000	Professional Services		\$ 21,500
10530-561200	Billing Fees	\$ 20,000	
10530 590000	Capital Outlay		\$ 4,200
10340-450000	Ambulance Services		\$ 20,767
10541 502000	Salaries	\$ 2,829	
10541 505000	FICA	\$ 217	
10541 507000	Retirement	\$ 396	
10541 590000	Capital		\$ 3,442
10541-502100	Salaries - OT	\$ 1,900	
10541-511010	Data Transmission		\$ 900
10541-514600	Public Education		\$ 1,000
10541-532000	Fire Supplies		\$ 5,000
10541-545000	Contract Services	\$ 5,000	
210541 502000	Salaries		\$ 179,000
210541 502100	OT	\$ 179,000	
210541 513000	Utilities	\$ 34	
210541 531000	Fuel	\$ 4,800	
210541 561000	Professional Services		\$ 4,834
220548 502000	Salaries		\$ 100,000
220548 502100	OT	\$ 100,000	
220548 516115	Bldg/grounds	\$ 1,500	
220548 561000	Professional Services		\$ 1,500
		\$ 506,786	\$ 506,786
<b>Explanation:</b>	Emergency Medical Services (10530); County Fire Services (10541); Corolla Fire District (210541); Knotts Island Fire District (220548) - Increase appropriations for EMS, which will be funded through increased ambulance fee revenues, and transfer funds within the other fire departmental funds for operations for the remainder of		
<b>Net Budget Effect:</b>	Operating Fund (10) - Increased by \$20,767.		
	Corolla Fire District (210) - No change.		
	Knotts Island Fire District (220) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10441-532000	Supplies	\$ 1,000	
10540-545000	Contract Services		\$ 1,000
		<u>\$ 1,000</u>	<u>\$ 1,000</u>

**Explanation:** Information Technology (10441); Inspections (10540) - Transfer budgeted funds to IT supplies for a network firewall.

**Net Budget Effect:** 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>		
57878-590000	Capital Outlay	\$ 180,000	
57390-495042	T F - Transfer Tax Capital Fund		\$ 180,000
42450-587057	T T - Mainland Sewer Construction	\$ 180,000	
42320-414000	Transfer Tax		\$ 180,000
		<u>\$ 360,000</u>	<u>\$ 360,000</u>

**Explanation:** Mainland Sewer Construction (57878); Transfer Tax Capital Fund (42450) - Increase appropriations to start up the Moyock Commons Sewer for temporary operations.

**Net Budget Effect:** Transfer Tax Capital Fund (42) - Increased by \$180,000.  
Mainland Sewer Construction Fund (57) - Increased by \$180,000.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10490-545000	Contracted services other	\$ 2,000	
10490-545003	Contracted services CRT/Jail	\$ 3,500	
10490-516000	Repairs & Maintenance other	\$ 1,500	
10490-516003	Repairs & Maintenance CRT/Jail	\$ 2,000	
10460-590000	Cap Outlay		\$ 8,200
10460-592000	Projects		\$ 800
		<u>\$ 9,000</u>	<u>\$ 9,000</u>

**Explanation:** Judicial Building (10490); Public Works (10460) - Transfer funds for increased landscaping costs and building repairs at the judicial building.

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

### 3. Vehicles Surplus Resolution

Communication: Minutes for March 2, 2020 (Approval Of Minutes-March 2, 2020)



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	Description	Serial Number	DEPT
6905	2009 NISSAN TITAN CREWCAB 4X4	1N6AA07C89N302778	Public Works
7701	2013 DODGE RAM 1500 4X4	1C6RR7GT0DS521775	Public Works
7008	2009 DODGE CHARGER	2B3KA43T19H624550	Jail
7005	2009 DODGE CHARGER	2B3KA43T99H607835	Jail
<b>NOW, THEREFORE, BE IT RESOLVED,</b> that the Board of Commissioners of the County of Currituck reserves the			
<b>ADOPTED,</b> this 2nd day of March, 2020.			

#### 4. Surplus Resolution-Communications

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, not sellable.</p>			
County			
Asset Tag	Description	Serial Number	Original Cost
6378	SONY 23" LCD BLACK NO-TOUCH MONITOR	9224934 CAD 3	5,499.00
6379	SONY 23" LCD BLACK NO-TOUCH MONITOR	9223865 CAD 1	5,499.00
6380	SONY 23" LCD BLACK NO-TOUCH MONITOR	9225432 CAD 2	5,499.00
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>BROKEN. ALL TO BE DISPOSED OF.</b> </div>			
<p><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</p>			
<p><b>ADOPTED,</b> this 2nd day of March, 2020.</p>			

#### 5. Surplus Resolution-Lower Currituck VFD Fire Apparatus

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 sold at auction, negotiated sale or will be disposed of if not sellable.</p>			
County			
Asset	Description	Serial Number	DEPT
6861	1995 International Summit	1HTSCAAN0SD647909	Lower Curr VFD
<p><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.</p>			
<p><b>ADOPTED,</b> this 2nd day of March, 2020.</p>			

#### 6. Salary Classification Chart Revision

#### 7. Project Ordinance-Shoreline Stability Study

### COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is a Shoreline Stability Study to begin in the Spring 2020 with completion by June 30, 2023.

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

Shoreline Stability Study - Professional Services	\$ 750,000
	<u>\$ 750,000</u>

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

Occupancy Tax - FY 2020	\$ 250,000
Occupancy Tax - FY 2021	\$ 250,000
Occupancy Tax - FY 2022	\$ 210,000
Occupancy Tax - FY 2023	\$ 40,000
	<u>\$ 750,000</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 2<sup>nd</sup> day of March 2020.

### **8. Road Addition Petition-Homestead Lane, Countryside Estates**

**9. Road Addition Petition-Sutryk Court, Sound Woods****10. Petition for Road Addition-Thayne Drive, Beckmoore Estates****ADJOURN****Motion to Adjourn Meeting**

The Board had no further business and Commissioner Payment moved to adjourn. The motion was seconded by Commissioner McCord. The motion carried and the regular meeting of the Board of Commissioners adjourned at 6:53 PM.

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

**SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY**

The Currituck County Board of Commissioners sat as the Tourism Development Authority in a Special Meeting following adjournment of the March 2, 2020 regular meeting of the Board. The Special Meeting took place in the Historic Courthouse Board Meeting Room, 153 Courthouse Road, Currituck. The Tourism Development Authority met for the purpose of considering event grant funding awards and budget amendments.

Commissioner Beaumont moved to open the meeting of the Tourism Development Authority. Commissioner McCord seconded and the meeting of the Tourism Development Authority convened at 6:54 PM.

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

**E. Consideration of Tourism Grant Funding Awards**

Tameron Kugler, Travel & Tourism Director, joined the Tourism Development Authority at the dais. She reviewed the grant selection process, applicant scores and proposed funding amounts. Eight events were selected to receive grant funds totaling \$95,899.61. Eligible and non-eligible expenses, funding receipts and reimbursement

processes, and post-event reconciliation and evaluations were discussed. Ms. Kugler thanked the Board of Commissioners and Tourism Advisory Board for their efforts and support.

Following the presentation, Commissioner McCord moved for approval of the grant funding awards. The motion was seconded by Commissioner Jarvis. The motion carried.

### **Tourism Advisory Board**

#### **Special Meeting - February 18, 2020**

#### **Grant Funding**

The Tourism Advisory Board (TAB) received eight (8) grant applications for the coming year and one (1) retro application (2019 Peach Festival) on December 31, 2019.

- Total grant funding that can be awarded is capped each year at \$100,000.
- The limit on grant funding that any one organization can receive is \$20,000.
- Six TAB members scored each application separately.
- Each scorecard consisted of 10 criteria points.
- The total number of points that can be awarded individually to each application is 50 points.
- The individual scores for each application from each TAB member were totaled and averaged.

Based on aggregate scores, the TAB is recommending grant funding for the following applicants:

<b>Organization (Applicant)</b>	<b>Event Name</b>	<b>Aggregate Score</b>	<b>Funding Recommendation</b>
Coinjock Ruritan Club	Currituck Wildlife Festival	47.33	\$15,200 (full funding)
Bearded Face Productions	Mustang Rock & Roast	46.33	\$20,000 (full funding)
Currituck Master Gardeners	2020 Flower & Garden Show	45.83	\$3,451 (full funding)
Sanctuary Vineyards	Crabdaddy	43.99	\$2,500 (full funding)
Wildlife Resource Center	Outdoors Day	43.83	\$9,600 (full funding)
Knotts Island Ruritan Club	Peach Festival 2020	40.49	\$19,875 (full funding)
Knotts Island Ruritan Club	Peach Festival 2019	38.6	\$10,273.61 (full funding)
Sanctuary Vineyards	Truckin' Food Truck & Wine	35.83	\$7,000 (full funding)
Currituck Chamber of Commerce	Pig Point Kayak Fishing Tournament	34.83	\$8,000 (partial funding)
<b>Total Grant Funding for 2020-2021</b>			<b>\$95,899.61</b>



Each applicant that receives grant funding will enter into a contract with Currituck County. Monies will be refunded to the recipients upon receipt of invoices before, during or after the event. Invoices may not exceed the awarded grant.

## F. TDA Budget Amendments

Ben Stikeleather, County Manager, reviewed the budget amendment to provide funding for the Shoreline Stability Study.

Commissioner J. Owen Etheridge moved for approval. Commissioner McCord seconded the motion. The motion carried.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-587052	T T - Multi-year grant fund	\$ 250,000	
15320-415000	Occupancy Tax		\$ 250,000
		<u>\$ 250,000</u>	<u>\$ 250,000</u>
<b>Explanation:</b>	Occupancy Tax - Tourism Related (15447) - Increase appropriations to provide the first year of funding for the Shoreline Stability Study.		
<b>Net Budget Effect:</b>	Occupancy Tax Fund (15) - Increased by \$250,000.		

## ADJOURN SPECIAL MEETING

There was no further business and Commissioner Beaumont made a motion to adjourn. The motion was seconded by Commissioner McCord. The motion carried and the meeting of the Tourism Development Authority concluded at 7:06 PM.

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

Number

20200102

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50795-590007	Shingle Landing Park	\$ 205,000	
50795-590005	Veteran's Park Dock Improvement		\$ 11,003
50795-594500	Soccer Fields		\$ 2,233
50510-590002	Shooting Range		\$ 32,424
50512-590000	Incinerator		\$ 3,454
50512-594500	Animal Shelter		\$ 3,270
50796-590012	Carova Park - FY 2018		\$ 1,448
50380-481000	Investment Earnings		\$ 151,168
		<u>\$ 205,000</u>	<u>\$ 205,000</u>

**Explanation:** County Governmental Construction (50) - Increase appropriations for Shingle Landing Park after bids evaluated. This will be funded through residual funds from closed projects for the Veteran's Park Dock Improvements, Baseball/Softball and Soccer Fields, Shooting Range, Incinerator, Animal Shelter and Carova Park with additional funds from investment earnings.

**Net Budget Effect:** County Governmental Construction Fund (50) - Increased by \$151,168.

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

Number 20200103

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-532000	Supplies		\$ 175
10640-553000	Dues & Subscriptions	\$ 175	
10796-590000	Capital Outlay		\$ 2,762
10796-532000	Supplies	\$ 2,762	
		<u>\$ 2,937</u>	<u>\$ 2,937</u>

**Explanation:** Cooperative Extension (10640); Currituck County Rural Center (10796) - Transfer funds for increases in dues and for computer upgrades that fall below the capital outlay threshold.

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

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

Attachment: BAs\_Mar\_16\_General Meeting (Budget Amendments)

Number

20200104

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10460-516000	Repairs & Maintenance	\$ 8,209	
10460-545000	Contracted Services		\$ 7,500
10460-590000	Capital Outlay		\$ 8,209
10490-545000	Contracted Services Other	\$ 2,000	
10490-545003	Contracted Services CRT/Jail	\$ 5,500	
		<u>\$ 15,709</u>	<u>\$ 15,709</u>

**Explanation:** Public Works (10460); Court Facilities (10490) - Transfer funds for repairs and increased contracts for the remainder of the year.

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

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

Number 20200105

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10490-545003	Contracted services	\$ 37,085	
10380-484001	Insurance Recovery		\$ 37,085
10490-545003	Contracted services	\$ 5,000	
10460-592000	Projects		\$ 5,000
		<u>\$ 42,085</u>	<u>\$ 42,085</u>

**Explanation:** Public Works (10460); Judicial Building (10490) - Increase appropriations to record insurance funds for Judicial building damages.

**Net Budget Effect:** Operating Fund (10) - Increased by \$37,085.

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Clerk to the Board

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

Number 20200106

**BUDGET AMENDMENT**

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
63838-516000	Repairs & Maintenance	\$ 5,000	
63838-590000	Capital Outlay		\$ 5,000
		<u>\$ 5,000</u>	<u>\$ 5,000</u>

**Explanation:** Solid Waste (63838) - Transfer funds for roof repairs at the transfer station scale house.

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

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)



Number 20200107

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10535 502000	Salaries		\$ 69,000
10535 502100	Salaries - Overtime	\$ 69,000	
		<u>\$ 69,000</u>	<u>\$ 69,000</u>

**Explanation:** Communications (10535) - Transfer funds for overtime due to scheduling and position vacancies.

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

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

Number 20200108

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10410-514000	Travel	\$ 1,000	
10410-514500	Training & Education	\$ 1,000	
10410-561000	Professional Services		2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>

**Explanation:** Administration (10410) To transfer funds for additional training for remainder of fiscal year.

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

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

Number

20200109

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
67878-545000	Contract Services		\$ 10,000
67878-532000	Supplies	\$ 4,000	
67878-516000	Repairs & Maintenance	6,000	
		<u>\$ 10,000</u>	<u>\$ 10,000</u>

**Explanation:** Mainland Central Sewer (67878) - Transfer funds for supplies and pumps for the YMCA lift station.

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

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

Attachment: BAs\_Mar 16\_General Meeting (Budget Amendments)

## RESOLUTION

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

County Asset Tag	Description	Serial Number	Original Cost
2743	RADIO TOWER IN JARVISBURG (UPGRADES)		5,422.00
3820	FIRE/RESCUE QUANTAR BASE/REPEATER STATIO	448CWF0017	10,641.50
3959	FIRE & RESCUE REPEATER SYSTEM		9,952.00
3960	FIRE/RESCUE SAT RECEIVER VOTER SYSTEM		
4133	MTR 2000 SHERIFF DEPT REPEATER STATION	474CXT0163	21,510.75
4451	MOYOCK TOWER REPEATER	780TEY0715	14,898.85

ALL TO BE DISPOSED OF LONGER WORKING	NO UNSELLABLE
---	------------------

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the County of Currituck reserves the tight to reject any and all bids.

**ADOPTED**, this 16th day of March, 2020.

\_\_\_\_\_  
Bob White  
County of Currituck, Board of Commissioners

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

(Seal)

Attachment: COMMS\_SURPLUS ITEMS-RADIO-TOWER EQUIP (Surplus Resolution-Communications)

**CURRITUCK COUNTY  
CLASSIFICATION BY SALARY GRADE  
FOR THE FISCAL YEAR ENDING JUNE 30, 2020**

7.E.1.4.a

SALARY GRADE	SALARY RANGE	CLASSIFICATION
50	\$24,290-\$33,293	Custodian
50.5	\$25,666-\$35,831	Senior Center Assistant Coordinator
51	\$26,261-\$36,053	Maintenance Helper Park Attendant Rural Attendant
52	\$28,232-\$38,852	Accounting Clerk I Animal Care Technician Community Social Services Assistant DSS DCI CP/Clerk Deputy Register of Deeds Library Assistant I Permit Officer I Processing Assistant IV Public Information Assistant IV Recreation Assistant Secretary I Tax Clerk I Visitor Relations Coordinator

Attachment: Classification Chart 07 01 2019 with 3 16 2020 change (Classification Chart & Salary

53	\$30,204-\$41,575	Line Maintenance Mechanic Helper Library Assistant II Maintenance/Repair Worker Meter Reader EMT Basic/Firefighter Firefighter EMT/Basic Lineman - Airport Tax Clerk II Utilities Customer Service Representative
53.5	\$30,773-\$42,615	Detention Officer
54	\$32,175-\$44,333	4H Program Assistant Animal Control Officer Assistant Register of Deeds Deputy Director of Elections District Administrator F&C Sciences Associate Income Maintenance Caseworker I Library Associate I Permit Officer II Public Information Assistant V Accounting Clerk II Rural Center Manager Shelter Manager Telecommunicator Trainee Visitor Relations Specialist
54.5	\$32,783-\$45,442	Intake Officer



55	\$34,147-\$47,096	Accounting Clerk III Administrative Assistant I Athletic Grounds Manager Deputy Tax Collector Library Associate II Line Maintenance Mechanic Maintenance/Repair Worker Electrician Maintenance/Repair Worker HVAC Park Superintendent Public Relations Coordinator Recreation Specialist Sales & Marketing Associate Telecommunicator I Tourism Promo & Event Coordinator Utilities Customer Service Supervisor
55.5	\$34,795-\$48,274	Firefighter EMT/Advanced EMT Intermediate/Firefighter
56	\$36,120-49,859	Deputy Trainee Evidence Technician Income Maintenance Caseworker II Permit Officer III Social Worker I Support Technician Telecommunicator II Wastewater ORC Trainee Water Plant Operator Trainee
56.5	\$37,506-\$52,646	Sergeant Detention Officer

57	\$38,091-\$52,617	Administrative Assistant II Building Inspector I Code Enforcement Officer Deputy Sheriff I Human Resources Assistant Maintenance Supervisor Rural Center Director Visitor Center Supervisor Wastewater Operator Water Plant Operator Water Plant Operator/Lab Technician
58	\$40,062-\$55,379	Deputy Sheriff II Income Maintenance Caseworker III Income Maintenance Investigator II Training Officer
59	\$42,034-\$58,139	Accounting Technician Building Inspector II probationary/ FQ Inspect I ** E Body Deputy Sheriff III Development Technician Detective I Firefighter/EMT Paramedic EMT Paramedic/Firefighter Planner I Tax Appraiser

60	\$44,007-\$60,901	*Administrative Officer I *Communications Supervisor Deputy Emergency Management Coordinator EMS Training Officer Fire Training Officer/Recruitment Coordinator Fire Lieutenant *Income Maintenance Supervisor II *Lieutenant Detention Officer Fire Marshal Lieutenant - EMS *Operations Director Risk Manager Social Worker II Stormwater Technician Water Distribution Supervisor Trainee
60.5	\$44,850-\$62,423	*Senior Center Coordinator
61	\$45,978-\$63,662	Building Inspector III probationary/FQ BI II Creative Director Detective II GIS Specialist GIS Coordinator IT Coordinator Paralegal Planner II Marketing Director Public Information Officer Video Production Specialist

61	\$45,978-\$63,662	Wastewater Supervisor ORC Water Distribution Supervisor Web/AV Specialist
62	\$47,950-\$66,423	*Airport Manager□ *Contract Purchasing Agent Fiscal and Budget Assistant Sergeant Site Manager/Curator Soil and Stormwater Manager Social Worker III Social Worker Invest/Assess Treatment
63	\$49,920-\$69,182	Building Inspector III FQ *Director of Elections Engineering Technician *Social Work Supervisor II *Water Treatment Plant Supervisor
64	\$51,893-\$71,944	*Accountant *Jail Superintendent Senior Planner
65	\$54,287-\$75,297	*Administrative Assistant/Clerk to Board *Captain - EMS *Fire and EMT Captain *Project Coordinator
66	\$55,837-\$77,467	*Public Utilities Superintendent *Social Worker Supervisor III *Wastewater Superintendent

66	\$55,837-\$77,467	*Water Superintendent
67	\$57,806-\$80,224	*Chief Building Inspector *Emergency Management Director *Lieutenant - Sheriff *Recreation Director *Social Work Program Manager
68	\$59,778-\$82,984	*Human Resources Director *IT Director *Public Works Director *Tax Administrator
69	\$61,749-\$85,746	
70	\$63,781-\$88,590	
71	\$65,693-\$91,267	*Captain- Sheriff *Chief Deputy - Fire/EMS *Tourism Director
72	\$67,665-\$94,030	*Assistant Planning Director
73	\$69,636-\$96,788	*Assistant Finance Director *Assistant Public Services Director/ Assistant County Engineer *Chief Deputy - Sheriff *Economic Development Director
74	\$71,608-\$99,550	
75	\$73,579-\$102,310	*Chief of EMS
76	\$75,552-\$105,071	*Director of Social Services *Finance Director *Public Utilities Director
77	\$77,522-\$107,830	
78	\$79,495-\$110,593	
79	\$81,466-\$113,354	
80	\$83,196-\$115,775	

81	\$85,276-\$129,141	
82	\$87,408-\$132,370	
83	\$89,593-\$135,679	*Assistant County Manager *Planning Director
84	\$91,833-\$139,071	
85	\$94,129-\$142,548	
86	\$96,482-\$146,111	
87	\$98,750-\$149,546	
88	\$99,729-\$151,029	*Senior Planning Director
89	\$102,222-\$154,805	
90	\$104,778-\$158,675	
91	\$107,397-\$162,642	
92	\$109,673-\$166,088	*Public Services Director/County Engineer
93	\$112,415-\$170,240	
94	\$115,225-\$174,496	
95	\$118,106-\$178,859	
96	\$121,059-\$183,330	
97	\$124,085-\$187,913	
98	\$127,187-\$192,611	
99	\$130,367-\$197,426	
100	\$133,626-\$202,362	
101	\$136,967-\$207,421	
102	\$140,391-\$212,607	
103	\$143,901-\$217,922	



104	\$147,498-\$223,370	
105	\$151,186-\$228,954	
106	\$154,965-\$234,678	
107	\$158,839-\$240,545	
108	\$162,810-\$246,559	
109	\$166,881-\$252,723	
110	\$171,053-\$259,041	
111	\$175,318-\$265,501	*Attorney

\* indicates exempt status

Board determined	*County Manager's salary
Board determined	*Sheriff's salary
Board determined	*Register of Deeds' salary
Board determined	*Attorney's salary

\*\* E Body Grade is Dependent upon State Certification Level

Number

TDA2020018

## BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 16th day of March 2020, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2020.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15447-590000	Capital Outlay	\$ 41,925	
15320-415000	Occupancy Tax		\$ 41,925
		<u>\$ 41,925</u>	<u>\$ 41,925</u>

**Explanation:**

Occupancy Tax - Tourism Related (15447) - Increase appropriations to allocate \$50,625 for replacement of the horse fence in Corolla from the vehicle access gate on the ocean front west to the cattle grate located at the north end of NC 12. This project does not include the section of the fence from the vehicle access gate extending into the ocean that will be repaired by the Corolla Wild Horse Fund. Funding will come from Occupancy Tax that will include \$9,000 previously approved to camping platforms that will not be used for that project.

**Net Budget Effect:**

Occupancy Tax Fund (15) - Increased by \$41,925.

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

Attachment: TDA\_Mar\_16\_BA (TDA Budget Amendments)