



**Board of Commissioners  
Agenda Packet**

**November 29, 2021**

**5:00 Call to Order**

- A) Approval of Agenda

**New Business**

- A) **Discussion of the Moyock Regional Wastewater Treatment Plant**
- B) **Discussion of County Manager Search and Recruitment**
- C) **Consent Agenda**
  - 1. Consideration of Lease Agreement with the Department of Agriculture and Consumer Services for North Carolina Forest Service Office.

**Adjourn**

Motion to Adjourn Meeting



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3282)

**Agenda Item Title:** Discussion of the Moyock Regional Wastewater Treatment Plant

**Submitted By:** Samantha Evans – County Manager

**Presenter of Item:**

**Board Action:** Discussion

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**Brief Description of Agenda Item:**

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

**Manager Recommendation:**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3283)

**Agenda Item Title:** Discussion of County Manager Search and Recruitment

**Submitted By:** Samantha Evans – County Manager

**Presenter of Item:**

**Board Action:** Discussion

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**Brief Description of Agenda Item:**

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

**Manager Recommendation:**



## Currituck County Agenda Item Summary Sheet

**Agenda ID Number** – (ID # 3281)

**Agenda Item Title:** Consideration of Lease Agreement with the Department of Agriculture and Consumer Services for North Carolina Forest Service Office.

**Submitted By:** Samantha Evans – County Manager

**Presenter of Item:**

**Board Action:** Action

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**Brief Description of Agenda Item:**

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

**Manager Recommendation:**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF CURRITUCK

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **Currituck County**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7<sup>th</sup>, 1999, and April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and as amended on the 26th day of December, 2016: and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the, County of Currituck, North Carolina, more particularly described as follows:

**Being approximately 400 net square feet of office space and 129 SF of Storage Space located Freestanding County Owned Building Located at 125 College Way, Room 106, Barco, NC 27917 (Attached Exhibit A), Currituck County, North Carolina and further described as follows:**

Department of Agriculture and Consumer Services  
(Forest Service)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **Three (3) years**, commencing on the **1<sup>st</sup> day of December, 2021**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of November, 2024**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$ One Dollar** per annum, which sum shall be paid for the term of the lease. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
  - a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
  - b. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provisions for the handling of recyclable items such as aluminum cans, cardboard and paper. Maintenance of lawns, parking areas (including snow removal) and common areas is required.
  - c. Parking
  - d. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
  - e. All stormwater fees.
  - f. Any fire or safety inspection fees.
  - g. Lessor furnishes telephone, NCFS pays electrical utilities.
  - h. All land transfer tax/fees imposed by the County or City in which the space is located.
  - i. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
  - j. Maintenance of lawns, sidewalks, paved areas (this includes snow and debris removal), disposal of trash and common areas are required.
  - k. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also



agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **153 Courthouse Road, Suite 204, Currituck, NC 27929**, the Lessee at **North Carolina Department of Agriculture & Consumer Services Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
15. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.
16. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.
17. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
18. Although Lessor is under no obligation to provide internet service to Lessee pursuant to this lease, if Lessor does make internet service available to Lessee, Lessee shall require its employees and agents who use said service to abide by Currituck County's internet use policies.
19. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: \_\_\_\_\_  
 Andrew A. Meier  
 Director  
 NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_:

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew A. Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

LESSOR:

Currituck County

By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledge the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

Attachment: Office Lease Currituck County (Unsigned) 2021-2024 (SM\_Forest Service Lease Agreement)

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. **FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.**

**PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28**

1. NAME OF LESSOR: Currituck County      2. LESSOR'S AGENT: County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ☐ A. PROPRIETORSHIP ☐ B. PARTNERSHIP  
☐ C. CORPORATION ☒ D. GOVERNMENTAL ☐ E. NON-PROFIT ☐ F. \*\*\* (HUB) HISTORICALLY UNDERUTILIZED  
 BUSINESSES ☐ G. OTHER:      TAX I.D. #

MAILING ADDRESS: 153 Courthouse Road      MAILING ADDRESS:  
 CITY: Currituck      ZIP: 27929      CITY:      ZIP:  
 PHONE#: 252-232-2075      FAX#:      PHONE#: 252-232-0300      FAX#:  
 E-MAIL: sandee.salimbene@currituckcountync.gov      E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)  
 Public Safety Bldg., 125 College Way, Room 106, Barco, NC 27917 (including Rooms 106, 106A, 106B, & 106C)

STREET ADDRESS      CITY      COUNTY      ZIP CODE  
 125 College Way      Barco      Currituck      27917

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE      A. OFFICE      B. WAREHOUSE      C. OTHER  
 NET USAGE COMPUTED      400           129

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	400						
WAREHOUSE							
OTHER	129						
TOTALS	529	1.00		XXXX	XXXX	XXXX	XXXX

Lessor will provide ( ) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

**ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL**

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

*(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)*

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	
OFFICE							
WAREHOUSE							
OTHER							
TOTALS				XXXX	XXXX	XXXX	

Lessor will provide ( ) clientele parking spaces and ( ) employee parking spaces

Comments:

7. LEASE TERM : \_\_\_\_\_ YEARS      BEGINNING DATE: December 2021

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: every 3 years

**\* MAXIMUM OF 3 YEARS TO INCLUDE TERM AND OPTIONS\***

*NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)*

**The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.**

**THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.**

Is the proposed building free of hazardous asbestos?      YES ☐      NO ☐  
 Is the proposed building free of hazardous lead paint?      YES ☐      NO ☐

DEPARTMENT:      DIVISION:  
 CITY:      SQUARE FEET:      AGENT:

(2/6/2017)

Attachment: PO-28 Currituck 2021-24 (SM\_Forest Service Lease Agreement)

<b>LESSOR:</b>	
<ul style="list-style-type: none"> <li>ALL LEASES MUST HAVE ORIGINAL SIGNATURES OF LESSOR</li> </ul>	
<b>9. ADDITIONAL INFORMATION</b>	
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIALLY	
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
11. This proposal is made in compliance with the specifications furnished by the Department of _____ . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.  I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):  <i>*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>  <b>N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.</b>  _____ Printed Name of Lessor  _____      _____ Signature of Lessor      Date	
<b>MAILING /DELIVERY INSTRUCTIONS</b>	
<b>Contact:</b> _____ <b>Email:</b> _____ <b>Department/Division:</b> NC Department of Agriculture & Consumer Services, _____ <b>Mailing Address:</b> NCD&CS, Property & Construction Division, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001	
<b>ENVELOPE SHOULD BE MARKED:</b>	
(a) Lease proposal Enclosed (b) Name of State Agency involved.	
<b>NOTE:</b> Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage: 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and <b>interior columns</b> h. Other space not usable for State purposes  *Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET:      AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM      DATE:	
FORM (PO-28)      (2/6/2017)	