



**Board of Commissioners
Agenda Packet**

October 3, 2022

6:00 PM Call to Order

- A) Invocation & Pledge of Allegiance
- B) Statement of Ethics and Conflict of Interest Reminder
- C) Approval of Agenda

Public Comment

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

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

- A) Team Recognition-District Champions, Currituck County 8U Coach Pitch Softball
- B) NC Forest Service Annual Report to the Board

Public Hearings

- A) **PB 22-11 Bissell Professional Group:** Request to amend the Unified Development Ordinance, Chapter 10. Definitions and Measurement, to change the way multi-family building height is measured in the Planned Development-Residential District.

New Business

- A) **Resolution of Intent to Permanently Close a Portion of Simpson Road (SR 1280) in Crawford Township**
- B) **An Ordinance Directing the Building Inspector to Remove or Demolish the Dwelling Located at 101 Baxter Grove Road, Crawford Township, as Unfit for Human Habitation and Directing the Removal of the Current Occupants.**
- C) **Consideration of Additional Appropriation for Purchase of New Fire Apparatus for Corolla Volunteer Fire Department**
- D) **Board Appointments**
 - 1. Recreation Advisory Board
- E) **Consent Agenda**
 - 1. Budget Amendments
 - 2. Dominion Power Easement-Maple Commerce Park
 - 3. Contract Approval to Install Fiber Cable for Telecommunications System and Authorize County Manager to Execute Documents
 - 4. No Cost Lease Agreement-NC Public Safety and Parole, Judicial Center

5. Approval Of Minutes-September 19, 2022

Recess Regular Meeting**Special Meeting-Tourism Development Authority**

Tourism Development Authority-Budget Amendments

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

Ocean Sands Water & Sewer District-Budget Amendments

Adjourn OSWSD Board and Reconvene**Closed Session**

Closed Session Pursuant to NC G.S. 143-318.11(a)(4) to discuss matters related to the location or expansion of business or industry within the county; and, NC GS 143-318.11(a)(5) to establish or instruct County staff concerning the position to be taken by the county in negotiating the price or other material terms of a contract for the purchase of real property located at 2878 Caratoke Highway owned by Daniel W. Humphrey to be used for any public purpose.

Adjourn



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3558)

Agenda Item Title: Team Recognition-District Champions, Currituck County 8U Coach Pitch Softball

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Information

Brief Description of Agenda Item:

Recognition of the Currituck County 8U Coach-Pitch softball team for winning the District 7 Tarheel League Softball Tournament.

Potential Budget Affect: N/A

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

Manager Recommendation:

Currituck County 8U All-Stars Softball Team 2022 District 7 Champions

Head Coach: Ashley Foster

Assistant Coaches:

- Asheley Austin
- Tyler Miller
- William “Bill” Rozell
- Brooke Williams
- Amy Hartman

Players:

- Quinn Hartman
- Caroline Thomas
- Addyson Williams
- Kaydence Williams
- Tenley Miller
- Peyton Moore
- Aubrey Holley
- Ryleigh Bonneval
- Sadie Drab
- Hailey Smith
- Keanna Rozell
- Braylin Biddiscombe



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3557)

Agenda Item Title: NC Forest Service Annual Report to the Board

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Information

Brief Description of Agenda Item:

NC Forest Service representatives will present information on activity, training, and initiatives implemented over the past year.

Potential Budget Affect: N/A

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

Manager Recommendation:



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N.C. Forest Service



Scott Bisette
Assistant Commissioner

Dear Currituck County Commissioners and County Manager Donald "Ike" McRee Jr.:

This letter highlights the NC Forest Service's accomplishments in Currituck County for fiscal year 2021-2022. Unfortunately, our former County Ranger Aaron Bishop has recently left our agency and currently our County Ranger position is vacant. I was hired on in January of 2020 as the Assistant County Ranger and am currently the acting County Ranger. I graduated with a B.S. in Recreation and Park Management from East Carolina in 2019 and am currently taking online classes for a Masters in Geographic Information Science and Technology through NC State. Throughout this transition, we had a very successful year in all program areas and look forward to another year of serving the 40,000 acres of forestland in Currituck County.

Fire Control & Emergency Response

This year, we received a steady pattern of precipitation throughout the spring, which kept fire activity mild throughout the fire season. The NC Forest Service responded to 72 fire calls in Currituck, 28 of which were reportable wildfires. These fires burned approximately 18 acres, but due to effective and efficient response, over \$1.75 million in property value was protected and no homes were destroyed.

The volunteer and paid fire departments of the County continue to be an invaluable asset in wildland fire suppression assistance. The NC Forest Service strives to support these departments through grants and assistance programs as well as providing training opportunities. We are currently working on acquiring several pieces of apparatus for multiple volunteer departments through our Federal partners.

Last, through our Firewise USA Program we reinspected and recertified our three Firewise communities in Currituck County. Our Communities are, Point Harbor Beach, Pine Island, and The Currituck Club. These inspections help landowners get organized, find direction, and take action to increase the resistance of their homes from wildfire. The communities will be certified for the next three years.

Forest Management

The NC Forest Service offers an array of forest management services to landowners in the County. This year, we provided 6 verbal assists to landowners regarding forest management and wrote 11 plans for roughly 536 acres of forestland. Our forest management plans address timber resources, water quality, soils, and other natural traits, and provide landowners with comprehensive forest management recommendations that align with their forest resource objectives. With this information, landowners are empowered to meet their land use goals.

Water Quality Protection

In North Carolina, all forestry activities must adhere to the Forest Practice Guidelines Related to Water Quality. The NC Forest Service inspects logging operations to ensure compliance with these rules and recommends Best Management Practices to protect the water quality of Currituck County. There was a very light amount of logging that occurred in Currituck this fiscal year as we performed 4 inspections on 71 acres of land, and no violations were found.

Information and Education

In FY 21-22, our office participated in 21 events, providing education on fire prevention, fire safety, forest stewardship, and information on the services our agency offers. This included providing Smokey Bear programs, assisting with the FFA at the high school, and attending our Currituck Aviation Day at the airport. Through these programs we engaged many Currituck citizens, including school children, private landowners, farmers, and grew our professional relationships with our partner agencies and local departments.

Urban Assistance and Pest Control

The NC Forest Service provides assistance and guidance regarding urban tree, insect, and disease concerns. Last year, our office provided expert assistance to 8 individuals in Currituck County.

Our agency also actively monitors for insect and disease outbreaks through aerial and ground surveys. This year, our Department tracked the gypsy moth populations in Carova Beach and Corolla and conducted about 2,300 acres of aerial spray treatment. Additionally, through our ground and aerial surveys, no significant insect activity was observed this past year. We maintain communication with cooperative agencies to continuously track forest pest movements.

Conclusion

Through the support of the County, fire departments, and other cooperative agencies, the NC Forest Service has had a successful year in Currituck County. We will continue to deliver effective wildland fire control, offer expert forest management advice, protect water quality, provide information and education programs, and vigilantly monitor forest health for all citizens of Currituck County.

If you have any questions or need assistance, please contact our office at (252) 232-0983, or, you can reach me after hours at (910) 471-8235.

Sincerely,

Will Rose
Currituck Assistant County Ranger



Currituck County Agenda Item Summary Sheet

Agenda ID Number – 3539

Agenda Item Title: PB 22-11 Bissell Professional Group:

Submitted By: Tammy Glave – Planning & Community Development

Item Type: Legislative

Presenter of Item: Tammy Glave

Board Action: Action

Brief Description of Agenda Item:

Request to amend the Unified Development Ordinance, Chapter 10. Definitions and Measurement, to change the way multi-family building height is measured in the Planned Development-Residential District.

Planning Board Recommendation:

Staff Recommendation: Denial

TRC Recommendation:

**Currituck County**

Development Services Department
 Planning and Zoning Division
 153 Courthouse Road Suite 110
 Currituck NC 27929
 252-232-3055 Fax 252-232302

To: Board of Commissioners

From: Tammy D. Glave, CZO
 Senior Planner

Date: September 16, 2022

Subject: PB 22-11 Bissell Professional Group, Representing Ryan Homes- Building Height Text Amendment

Background

The enclosed text amendment, submitted by Bissell Professional Group, is intended to revise Section 10.3.6 of the county's Unified Development Ordinance (UDO) as it relates to the rules of measurement of height for multi-family buildings exclusively in the PD-R (Planned Development Residential) district. The PD-R district is a legacy district, meaning that only properties that are currently PD-R can have that zoning designation. The county currently has two developments that are zoned PD-R, which are University Park and Fost.

Although the text amendment applies county-wide, this application was submitted because two of the multi-family buildings in the Fost development were built taller than the maximum building height of thirty-five feet. The thirty-five foot maximum height for the development was set by the developer and is enforced through the Terms and Conditions document, preliminary plat/special use permit, and final plat. A third multi-family building was built too tall; however, the roof was removed and replaced with a roof pitch that complies with the maximum height requirement. Section 5.7.3.C.5. of the UDO requires that "the minimum ground floor elevation shall be elevated two feet above established or finished grade" for all multi-family structures. In the case of buildings one and two of the Fost development, when the townhomes were elevated, the height of the structure became too tall. Therefore, the applicant wishes to exclude the required two-foot elevation from the height measurement.

Section 10.3.6.A of the UDO defines the building height as "the vertical distance measured from the average established grade adjoining the building to the highest point of the roof surface of a flat roof, to the deck line of a mansard or Bermuda roof, to the mean height levels between eaves and ridge of gable, hip cone, gambrel and shed roofs." Section 10.3.6.C. of the UDO identifies the exemptions to the measurement of height. This proposed amendment would add a section to the exemptions that would exclude two-feet of height from the measurement of a multi-family structure only in the PD-R zoning district.

Staff Comments

Staff has been working with the builder since spring when it was determined that the height of the first multi-family building exceeded the height limit set by the developer. Although this proposed text amendment would correct the problem of buildings one and two exceeding the maximum allowed height, staff has shared with the applicant that the preferred method to correct the issue is to amend the Terms and Conditions document, preliminary plat and final plat. The applicant has chosen to pursue this county-wide text amendment in the interest of time.

Although staff feels a thirty-seven foot maximum height for multi-family structures in the Fost development is not unreasonable, the logical way to address this via a text amendment would be to draft a height exemption in a similar way to structures located in the Special Flood Hazard Area. Section 10.3.6.C.(2) of the UDO allows for structures in a Special Flood Hazard Area and required to elevate in order to meet Design Flood Elevation (DFE), a maximum building height not to be exceeded by a distance greater than the difference between the established grade and the DFE. The required elevation is allowed, not to exceed three feet; however, the additional elevation is still counted when measuring total structure height, not exempt from the measurement. The approach to the text amendment would still require an amendment to the Terms and Conditions document, preliminary plat/special use permit, and the final plat, and therefore was not pursued.

Text Amendment Review Standards

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

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

Staff Recommendation

The staff recommendation of the proposed text amendment involves concluding whether the application complies with all applicable review standards identified in Section 2.4.2.C. of the UDO. As presented the staff recommends denial of this application for the following reasons:

1. The proposed text amendment is not due to changed conditions, as the maximum building height of thirty-five feet was established by the developer.
2. Because the Fost PD-R zoning district has height requirements solely for that district set by the developer, exceeding the maximum defined height as is currently measured in the UDO is not consistent with the intent that was established in the Terms and Conditions document, which limits the height to thirty-five feet.

Planning Board Recommendation

The Planning Board recommended approval of the requested text amendment on September 13, 2022, with a 3-2 vote.

Planning Board Motion

Mr. Bass moved to recommend **approval of PB 22-11 Bissell Professional Group (Multi-Family Height in PDR)** because the request is reasonable and in the public interest because it would be an undue burden on the builder to make the necessary adjustments to the structure and it is the quickest remedy.

Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Corbell and Mr. Doll voting nay.



**PB 22-11 BISSELL PROFESSIONAL
GROUP
TEXT AMENDMENT
BOARD OF COMMISSIONERS
OCTOBER 3, 2022**

Bissell Profession Group requests an amendment to the Unified Development Ordinance, Chapter 10 Definitions and Measurement, to except multi-family buildings in the PD-R District that are subject to the two-foot raised finished floor provision from counting that two-feet in overall height measurement.

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

Item 1: That Chapter 10 is amended by adding the bold and underlined language in Section 10.3.6.C Exceptions:

10.3.6. Height

C. Exceptions

(1) General

Height limits shall not apply to bulk storage silos, grain elevators, barns, chimneys, elevator shafts, church spires, belfries, cupolas, domes, flag poles, monuments, water towers, rooftop dish antennas, solar equipment, skylights, fire escapes or roof access stairways, outdoor recreation uses subject to Section 4.2.4.F., mechanical equipment required to operate and maintain the building, or similar appurtenances, provided:

- (a) The appurtenance does not interfere with Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace;
- (b) The appurtenance does not exceed a maximum height of 200 feet above grade;
- (c) The appurtenance is not constructed for the purpose of providing additional floor area in the building;
- (d) The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in this Ordinance; and,
- (e) The maximum area and height of cupolas shall be determined as follows:
 - (i) The area of the base of appurtenances shall not singularly or collectively exceed 10 percent of the footprint of a structure's roof or 200 square feet, whichever is less.
 - (ii) The appurtenance shall be situated on top of a roof and shall not extend below the midpoint of a roof's ridge and eave.
 - (iii) The walls of the appurtenance shall not be directly in line with any exterior walls of the structure.
 - (iv) The appurtenance does not extend more than 15 feet above the highest roof ridge.

(2) Special Flood Hazard Areas

When structures are required to be elevated in order to meet the design flood elevation (DFE), the maximum building height may be exceeded provided:

- (a) The resulting mean roof height does not exceed 38 feet; and
- (b) The maximum building height is not exceeded by a distance greater than the difference between established grade and the DFE.

(3) Multi-family Buildings in PD-R Districts

For buildings in legacy PD-R zoning districts that are subject to the two-foot raised finished floor provision in paragraph 5.7.3.C(5), the two feet required to raise the finished floor elevation shall be excluded from the building's height measurement.

For reference purposes only

5.7.3.C Multi-family Design Standards, Building Design

- (5) The minimum ground finished floor elevation shall be elevated two feet above established or finished grade.

Item 2: Staff suggested Statement of Consistency:

The requested zoning text amendment is not consistent with adopted plans because:

- Allowing Developments in the PD-R district to exceed the height standards without including going through the public hearing process like the original plan did could create a conflict with adjoining property owners.
- If this text amendment passes, the Fost Development would not comply with the design standards set by the developer and enforced through the Terms and Conditions documents, preliminary plat/use permit, and final plat.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2022.

Board of Commissioners' Chairman

Attest:

Leeann Walton
Clerk to the Board

DATE ADOPTED: _____
 MOTION TO ADOPT BY COMMISSIONER: _____
 SECONDED BY COMMISSIONER: _____
 VOTE: _____AYES _____NAYS _____

PLANNING BOARD DATE: September 13, 2022
 PLANNING BOARD RECOMMENDATION: Approval
 VOTE: 3AYES 2NAYS
 ADVERTISEMENT DATE OF PUBLIC HEARING: _____
 BOARD OF COMMISSIONERS PUBLIC HEARING: _____
 BOARD OF COMMISSIONERS ACTION: _____
 POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
 AMENDMENT NUMBER: _____

Attachment: 1 22-11 Ryan Homes TA Staff Report kk (PB 22-11 Bissell Professional Group (Height))



Text Amendment Application

OFFICIAL USE ONLY:

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

Contact Information
APPLICANT:

Name: Bissell Professional Group
 Address: P.O. Box 1068
Kitty Hawk, NC 27949
 Telephone: (252) 261-3266
 E-Mail Address: mark@bissellprofessionalgroup.com

Request

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

Amend Chapter(s) 10 Section(s) 10.3.6. as follows:

Add paragraph (3) to 10.3.6.C. Exceptions for height measurement in legacy PD-R's according to the attachment.

*Request may be attached on separate paper if needed.

[Signature]
 Petitioner

7-12-22
 Date

10.3.5. Bulk**A. Definitions/Measurement****(1) Building Size**

Building size is the total floor area located inside exterior walls and covered by a roof.

(2) Density, Residential

The maximum number of residential dwelling units permitted per acre of land area. Density is determined by dividing the number of dwelling units by the total amount of land area within a particular lot or tract. For the purpose of determining maximum gross density, CAMA-designated wetlands shall not be included in calculating the total amount of land area.

(3) District Size

The minimum size, in acres, of a base or overlay zoning district, including streets, rights-of-way, and open space areas, but excluding unbuildable lands.

(4) Floor Area

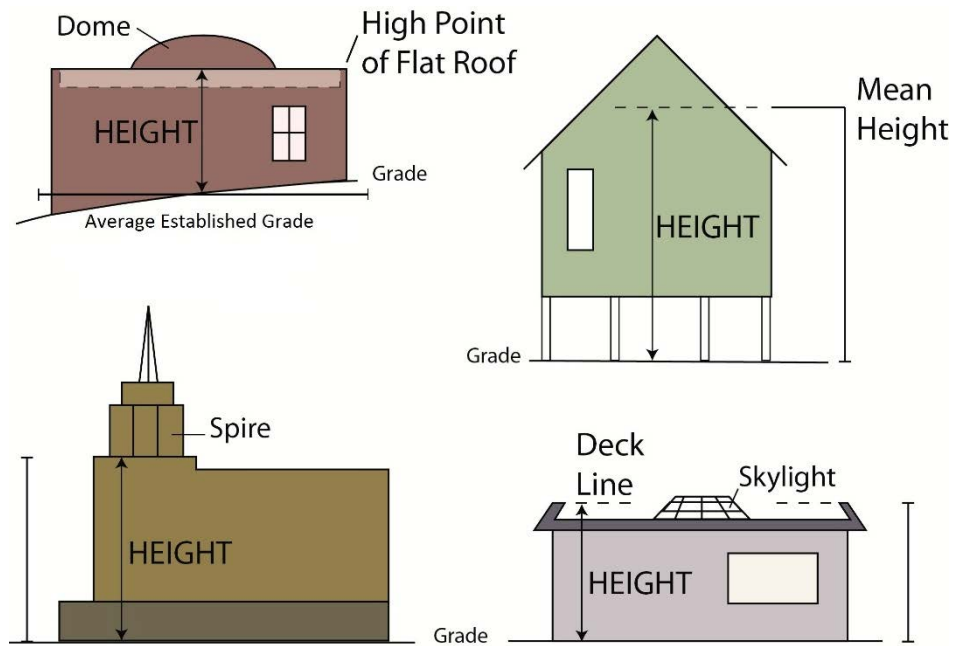
The sum of the gross horizontal areas of the floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings.

(5) Floor Area Ratio

The total floor area of all buildings or structures on a lot divided by the lot area.

10.3.6. Height**A. Definitions/Measurement****(1) Building Height**

The vertical distance measured from the average established grade adjoining the building to the highest point of the roof surface of a flat roof, to the deck line of a mansard or Bermuda roof, to the mean height level between eaves and ridge of gable, hip, cone, gambrel and shed roofs (see Figure 10.3.6, Height Measurement).

Figure 10.3.6, Height Measurement**(2) Building Story**

The space between the surface of any floor and the surface of the next floor above it; or if there is no floor above it, the space between the floor surface and the top of the ceiling joists or roof rafters above it. Building stories shall comply with all the applicable standards from the North Carolina State Building Code.

(3) Established Grade

Established grade is the finished grade following grading, excavation, or other land-disturbing activity.

(4) Grade

Grade means the level of the ground elevation prior to the commencement of development or land-disturbing activity.

B. Height Requirements

- (1)** Multi-story buildings within a mixed-use district or intended for mixed uses and all parking structures shall maintain a first floor ceiling height of at least 15 feet to accommodate commercial first-floor uses.
- (2)** Buildings within the APO may be subject to height requirements not applied to areas outside the APO.

C. Exceptions**(1) General**

Height limits shall not apply to bulk storage silos, grain elevators, barns, chimneys, elevator shafts, church spires, belfries, cupolas, domes, flag poles, monuments, water towers, rooftop dish antennas, solar equipment, skylights,

SECTION 10.3: RULES OF MEASUREMENT**Subsection 10.3.7: Parking Space Computation**

fire escapes or roof access stairways, outdoor recreation uses subject to Section 4.2.4.F., mechanical equipment required to operate and maintain the building, or similar appurtenances, provided:

- (a) The appurtenance does not interfere with Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace;
- (b) The appurtenance does not exceed a maximum height of 200 feet above grade;
- (c) The appurtenance is not constructed for the purpose of providing additional floor area in the building;
- (d) The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in this Ordinance; and,
- (e) The maximum area and height of cupolas shall be determined as follows:
 - (i) The area of the base of appurtenances shall not singularly or collectively exceed 10 percent of the footprint of a structure's roof or 200 square feet, whichever is less.
 - (ii) The appurtenance shall be situated on top of a roof and shall not extend below the midpoint of a roof's ridge and eave.
 - (iii) The walls of the appurtenance shall not be directly in line with any exterior walls of the structure.
 - (iv) The appurtenance does not extend more than 15 feet above the highest roof ridge.

(2) Special Flood Hazard Areas

When structures are required to be elevated in order to meet the design flood elevation (DFE), the maximum building height may be exceeded provided:

- (a) The resulting mean roof height does not exceed 38 feet; and
- (b) The maximum building height is not exceeded by a distance greater than the difference between established grade and the DFE.

(3) Multifamily Buildings in PD-R Districts

For buildings in legacy PD-R zoning districts that are subject to the two-foot raised finished floor provision in paragraph 5.7.3.C.(5), the two feet required to raise the finished floor elevation shall be excluded from the building's height measurement.



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3563)

Agenda Item Title: Resolution of Intent to Permanently Close a Portion of Simpson Road (SR 1280) in Crawford Township

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration of approval of Resolution to provide for the closure of a portion of Simpson Road, Barco, Crawford Township, as delineated on the attached map. The petitioner owns the property on both sides of the roadway. NCDOT is aware of the request and voiced no concerns or issues related to closing this portion of the roadway, which will allow for expansion of the outdoor space at Frog Island Seafood.

Potential Budget Affect: N/A

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

Manager Recommendation:

**RESOLUTION OF INTENT TO PERMANENTLY CLOSE
A PORTION OF SIMPSON ROAD (SR 1280) IN CRAWFORD TOWNSHIP**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-241 a county may permanently close any street, whether opened or unopened; and

WHEREAS, the Board of Commissioners for the County of Currituck, North Carolina has determined that it is desirable, necessary and appropriate to permanently close a portion of Simpson Road (SR 1280) in Crawford.

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

Section 1. A public hearing shall be held on October 17, 2022, at 6:00 p.m., or as soon thereafter as the matter can be reached, to hear any person on the question of whether or not to permanently close a portion of Simpson Road (SR 1280) in Crawford Township, more particularly described as:

Beginning at the northeast corner of the Currituck County tax parcel 00690000110000 owned by Robert D. White (deed book 1612 page 486) and depicted on a map titled Tabb Associates recorded in the Currituck County Register of Deeds in deed book 267 page 325. Thence in a north-westerly direction approximately 60' +/- to the southeast corner of the Currituck County tax parcel 0069000005A0000 owned by Robert D. White (deed book 937 page 624) and depicted on a map titled Recombination Plat Robert D. White Property recorded in the Currituck County Register of Deeds in Plat Cabinet J slide 38. Then in a southwest direction 162.12' to a point, continuing in a southwest direction 85.1' to a point in the eastern right of way of highway 158, both points depicted on the plat recorded in plat cabinet J slide 38. Thence in a southeast direction along the eastern right of way of highway 158 approximately 60' +/-, parallel to an existing guard rail, to a right of way monument in the northwest corner of the Currituck County tax parcel 006900000060000 owned by Robert D. White (deed book 1612 page 486) and depicted on sheet 4 of North Carolina Department of Transportation project 8.1040901 in the Currituck County Register of Deeds. Thence a northeast direction approximately 79' +/- to a point, continuing in a northeast direction 166.16' to the point and place of beginning.

See attached map listed as Exhibit A.

Section 2. The Clerk to the Board of Commissioners shall cause the publication of this Resolution once a week for three successive weeks prior to the public hearing and a notice of the proposed permanent closing of a portion of Simpson Road (SR 1280) in Crawford Township shall be prominently posted in two locations along Simpson Road proposed for permanent closure.

ADOPTED this 3rd day of October, 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)

Attachment: Resolution of Intent-Closure of a Portion of Simpson Road (Resolution of Intent-Simpson Road Closure)

Exhibit A

Tax parcel 0069000005A0000
Robert D. White (DB 937/624)

SW 162.12'

NW 60' +/-

Point of beginning

Simpson Rd

NE 166.16'

Tax parcel 006900000110000
Robert D. White (DB 1612/486)

NE 79' +/-

SE 60' +/-

Highway 158

R/W monument

Tax parcel 006900000060000
Robert D. White (DB 1612/486)

Caratoke Hwy

Attachment: Simpson Rd, Robert D White Map (Resolution of Intent-Simpson Road Closure)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3562)

Agenda Item Title: An Ordinance Directing the Building Inspector to Remove or Demolish the Dwelling Located at 101 Baxter Grove Road, Crawford Township, as Unfit for Human Habitation and Directing the Removal of the Current Occupants.

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration of Adoption of an Ordinance to provide for the removal of occupants and demolition of a dwelling located at 101 Baxter Grove. The structure suffered severe damaged due to a fire and is not fit for habitation.

Potential Budget Affect: N/A

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

Manager Recommendation:

NORTH CAROLINA

CURRITUCK COUNTY

**AN ORDINANCE DIRECTING THE BUILDING INSPECTOR TO REMOVE OR
DEMOLISH THE DWELLING LOCATED AT 101 BAXTER GROVE ROAD,
CRAWFORD TOWNSHIP, AS UNFIT FOR HUMAN HABITATION AND DIRECTING
THE REMOVAL OF THE CURRENT OCCUPANTS**

WHEREAS, the Board of Commissioners for the County of Currituck finds that the dwelling located at 101 Baxter Grove Road, Crawford Township and described herein is unfit for human habitation pursuant to the February 8, 2022 order of the Chief Building Inspector issued in accordance with N.C. Gen. Stat. § 160D-1119 and Article IV, Chapter 4 of the Code of Ordinances of the County of Currituck, North Carolina, (the "Code of Ordinances"), and that all of the procedures required in the statute and county's ordinances have been complied with; and

WHEREAS, the dwelling described in the February 8, 2022 order of the Chief Building Inspector should be removed or demolished as directed by the Chief Building Inspector, such dwelling more particularly described in Deed Book 1021, Page 534 of the Currituck County Registry as:

...that certain 1987 Champion Mobile Home, Vehicle Identification No. 2371530877AB, Hud No. RAD344514 and RAD344515, Serial No. 23-7-153-0877, 40.30 X 23.70, which is permanently affixed to the real estate and is a part thereof;

WHEREAS, a placard has been placed on the dwelling with a notice prohibiting use for human habitation; and

WHEREAS, Charles P. Hardy, Donna Hardy, and Loretta C. Hardy, joint owners of the dwelling, have been given reasonable opportunity to remove or demolish the dwelling pursuant to Article IV, Chapter 4 of the Code of Ordinances and the order of the Chief Building Inspector and has failed to comply with, respond to or appeal within the time required by the Code of Ordinances and the Chief Building Inspector's order.

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

Section 1. The Chief Building Inspector is hereby authorized and directed to proceed to remove or demolish the above-described dwelling in accordance with his February 8, 2022 order and in accordance with Article IV, Chapter 4 of the Code of Ordinances and N.C. Gen. Stat. §160D-1125.

Section 2. The cost of removal or demolition of the dwelling shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Tax Collector for the County of Currituck and shall have the same priority and be collected in the

same manner as the lien for special assessments as provided in Article 10 of Chapter 160 A of the General Statutes of North Carolina.

Section 3. Upon completion of the required removal or demolition, the Chief Building Inspector shall sell the usable materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Chief Building Inspector shall certify the remaining balance to the Tax Collector for the County of Currituck. If a surplus remains after sale of the materials and satisfaction of the cost of removal or demolition, the Chief Building Inspector shall deposit the surplus in the Office of the Currituck County Clerk of Superior Court where it shall be secured and disbursed in the manner provided by N.C. Gen. Stat. §160D-1125(b).

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. The Chief Building Inspector is hereby authorized and directed pursuant to Article IV, Chapter 4 of the Code of Ordinances, to proceed to file a civil action in the name of the County to remove the occupants in the nature of a summary ejectment proceeding.

Section 7. This ordinance shall be in full force and effect from and after the 3rd day of October, 2022.

By: _____
Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)

NORTH CAROLINA

CURRITUCK COUNTY

The undersigned certifies under the seal of the County of Currituck that she is the Clerk to the Board of Commissioners for the County of Currituck and as such is the custodian of the minute books containing the minutes of its official meetings and the custodian of its official documents and that the foregoing and attached Ordinance ordering the demolition of a dwelling located at 101 Baxter Grove Road, Crawford Township and the removal of the occupants, is a true and perfect copy of the original thereof contained and recorded in Minute Book _____, Page _____ containing the minutes of the Currituck County Board of Commissioners held on October 3, 2022.

Certified to the Currituck County Register of Deeds this the _____ day of October, 2022.

Leeann Walton
Clerk to the Board of Commissioners

NORTH CAROLINA

CURRITUCK COUNTY

I, _____, a Notary Public of the aforesaid State and County of Currituck do hereby certify that Leeann Walton personally came before this day and acknowledged that she is Clerk to the Board of Commissioners for Currituck County, a body corporate and politic, and that by authority duly given and as the act of the corporation, the foregoing instrument was sealed with its corporate seal, and she further acknowledged the due execution of the foregoing certificate and under oath swore to the matters therein certified.

Witness my hand and notarial seal this the _____ day of _____, 2022.

Notary Public

Printed Name

My Commission expires: _____

Attachment: Ordinance to Demolish-101 Baxter Grove (Ordinance-Demolition of Property)

(NOTARY SEAL)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3566)

Agenda Item Title: Consideration of Additional Appropriation for Purchase of New Fire Apparatus for Corolla Volunteer Fire Department

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Discussion

Brief Description of Agenda Item:

Request consideration of purchase of fire apparatus for Corolla fire operations. Current cost of the apparatus is approximately \$600,000. The vendor anticipates a 17% increase in cost by the end of the year. Estimated build time is between 525 - 575 days.

The Emergency Equipment Replacement Fund balance is \$459,496.56. Purchase of apparatus would require an appropriation from fund balance.

The county is under contract for the purchase of a 2023 E-One Pumper for Lower Currituck Volunteer Fire Department in the amount of \$603,767. Delivery is expected in February 2024.

Potential Budget Affect: TBD

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

Manager Recommendation:



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3556)

Agenda Item Title: Recreation Advisory Board

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Commissioner J. Owen Etheridge will submit a nominee to serve as his representative on the Recreation Advisory Board. The new member will fill an unexpired term ending January, 2024.

Potential Budget Affect: N/A

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

Manager Recommendation:

RECREATION ADVISORY BOARD
2 Year Terms

Incumbent	District Served	New Appointee	Nominated by	Date of Appointment	End of Term
Renee Dowdy	District 1		Bob White	6/6/2021	Unexp Term January 2024
Ted Jagucki	District 2		Selina Jarvis	1/4/2021	1st Term January 2023
Harold Walston	District 3		Mike Payment	1/21/2020	2nd Term January 2024
Mike Fost	District 4		Paul Beaumont	4/4/2022	2nd Term January 2023
Peter Aitken	District 5	Ashley Foster	Owen Etheridge	1/4/2021	3rd Term January 2022
Bobby Gelormine	At-Large		Kevin McCord	4/4/2022	1st Term January 2024
Mike Lane	At-Large		Kitty Etheridge		2nd Term
				1/4/2021	January 2023

Commissioner McCord Serves on this Board



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3555)

Agenda Item Title: Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

General fund budget amendments to include carry-overs from prior fiscal year.

Potential Budget Affect: Please see individual amendments for net affects.

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

Manager Recommendation:

Number

20230019

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10430-532000	Supplies	\$	2,790		
10440-514500	Training & Education	\$	6,500		
10440-514000	Travel	\$	15,000		
10441-545000	Contract Services	\$	10,474		
10441-557100	Software License Fees	\$	19,455		
10441-590000	Capital Outlay	\$	22,863		
10441-590003	BOC Meeting Room	\$	89,000		
10460-516000	Repair & Maintenance	\$	5,060		
10460-590000	Capital Outlay	\$	38,409		
10460-592000	Projects	\$	4,285		
10510-590000	Capital Outlay	\$	5,881		
10511-545000	Contract Services	\$	1,103		
10511-590000	Capital Outlay	\$	51,878		
10512-590000	Capital Outlay	\$	35,860		
10530-590000	Capital Outlay	\$	358,479		
10531-590000	Capital Outlay	\$	6,300		
10640-532004	Supplies - Home Economics	\$	3,431		
10796-590000	Capital Outlay	\$	30,575		
10390-499900	Appropriated Fund Balance			\$	707,343
16390-499900	Fund Balance Appropriated			\$	5,200
16609-545000	Contract Services	\$	293,550		
16609-587010	T T - Operating Fund			\$	288,350
20609-545000	Contract Services	\$	23,170		
20609-590000	Capital Outlay	\$	35,535		
20390-499900	Appropriated Fund Balance			\$	58,705
61818-557100	Software License Fees	\$	1,659		
61818-590000	Capital Outlay	\$	59,787		

Attachment: BudAmends_Oct 3_General Meeting (Budget Amendments)

61818-545000	Contract Services	\$	26,530		
61390-499900	Appropriated Retained Earnings			\$	87,976
66868-557100	Software License Fees	\$	1,657		
66868-590000	Capital Outlay	\$	14,030		
66390-499900	Appropriated Retained Earnings			\$	15,687
29690-590000	Capital Outlay	\$	603,767		
29390-499900	Appropriated Fund Balance			\$	603,767
63838-532000	Supplies	\$	3,945		
63838-545001	Contract Services	\$	15,041		
63390-499900	Retained Earnings Appropriated			\$	18,986
		<u>\$</u>	<u>1,786,014</u>	<u>\$</u>	<u>1,786,014</u>

Explanation: Various Departments - Carry-forward purchase orders established in prior fiscal year that were still in process at year end.

PO Number	Description	Vendor	Amount
20221137	Utility Software Conversion	Tyler Technology	31,377.00
20221121	Migrate & Update	Centurylink/Lumen Tech	10,474.00
N/A	Onsite/Virtual Training - System Upgrades	Tyler Technology	21,500.00
20220054	Barracuda ESS Mail Gateway	So Computer Warehouse	15,419.00
N/A	Meeting & Conference Room Upgrades	TBD	111,863.00
20220054	DUO MFA	CDW Government Inc	4,036.00
20220479	Public Works Truck	Piedmont Truck Center	37,283.00
N/A	Sales Tax/Title/Tag for PWD Truck	NC DMV	1,126.00
20220490	Currituck Courthouse Emerg Power Modifications	Pace Collaborative	4,285.00
20220476	Animal Control Truck	Parks Ford HV LLC	34,810.00
N/A	Sales Tax/Title/Tag for AC Truck	NC DMV	1,050.00
20220500	Vehicle equipment install	Julie Cherry	4,729.00
20220156	Vehicle striping/remaining GL balance	Coastal Impressions	1,152.00
20221034	Repairs	BFPE International	2,120.00
20221417	Fuel monitoring for generator	Managed Generator Serv	2,940.00
N/A	MIPPA grant funds	Cooperative Extension	3,431.00
20221453	Commissary Annual Maintenance	CentralSquare Tech	1,103.00
20220494	Install cage in new van	Odoms Body Shop	2,000.00
20220495	Install cage in new vehicle	Odoms Body Shop	1,000.00
20220496	Van compartment insert	Dana Safety Supply Inc	16,076.00
20220497	Vehicle compartment insert	Dana Safety Supply Inc	1,416.00
20220493	Striping new car	RO Givens Signs Inc	500.00
20220498	striping new van	RO Givens Signs Inc	600.00
20220502	Transport Van	Piedmont Truck Center	29,391.00
N/A	Sales Tax/Title/Tag for Jail Van	NC DMV	894.00
20220456	Ambulance	Select Custome Apparatus	120,803.00
20220881	2 Ambulances	Atlantic Emergency Solutions	227,176.00
N/A	Sales tax/Title/Tag for 3 Ambulances	NC DMV	10,500.00

20221274	Radio batteries and headsets	Motorola Solutions	6,300.00
20220478	Vehicle for CCRC	Piedmont Truck Center	29,675.00
N/A	Sales Tax/Title/Tag for CCRC vehicle	NC DMV	900.00
20220801	Phase I Drainage - OS/Crown Pt N	Albemarle & Associates LTD	293,550.00
20220876	Whalehead Drainage Generator Repairs	Managed Generator Serv	9,394.00
20221390	Whalehead Drainage Generator Repairs	Managed Generator Serv	13,775.00
20221271	Back-up pump	Core & Main	22,242.00
20220519	Telemetry/Coral Street	Instrulogic LLC	13,293.00
20221373	Election Labels	Another Printer Inc	2,790.00
20221419	E-One Pumper	Fire Connections Inc	603,767.00
20221156	Install gear at sand plant	Hoffman Mechanical Sol	4,897.00
20221412	Actuator replacement	Hoffman Mechanical Sol	21,633.00
20220626	Towmaster Trailer	Gregory Poole Equipment	26,723.00
20220581	Scada	Instrulogic LLC	5,768.00
20220682	Valve replacement	Hoffman Mechanical Sol	13,267.00
20221414	Recycling Decals	Graphic Solitions	
20220583	Design/Moyock Convenience Exp	Advertising	3,945.00
		Quible & Assoc	15,041.00
			<hr/>
			1,786,014.00
			<hr/>

Net Budget Effect:

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Number 20230020

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50390-495010	T F - Operating Fund		\$ 600,000
50535-590002	Broadband Project	\$ 600,000	
		<u>\$ 600,000</u>	<u>\$ 600,000</u>

Explanation: County Governmental Construction (50535) - Increase appropriations to run fiber from the Historic Courthouse to the Maple Complex.

Net Budget Effect: County Governmental Construction Fund (50) - Increased by \$600,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_Oct 3_General Meeting (Budget Amendments)

Number

20230021

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-532003	Supplies - Fire Hydrants	\$ 7,500	
61818-590000	Capital - Fire Hydrants	\$ 5,000	
61390-499900	Appropriated Retained Earnings		\$ 12,500
66868-532003	Supplies - Fire Hydrants	\$ 7,500	
66868-590000	Capital - Fire Hydrants	\$ 5,000	
66390-499900	Appropriated Retained Earnings		\$ 12,500
		<u>\$ 25,000</u>	<u>\$ 25,000</u>

Explanation: Mainland Water (61818); So Outer Banks Water (66868) - Appropriated funds for fire hydrant replacement and repairs in the Mainland Water System and the Southern Outer Banks Water System.

Net Budget Effect: Mainland Water Fund (61) - Increased by \$12,500
Southern Outer Banks Water Fund (66) - Increased by \$12,500.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_Oct 3_General Meeting (Budget Amendments)

Number

20230022

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10990-587050	T T - Co Governmental Construction	\$ 42,450	
10390-499900	Appropriated Fund Balance		\$ 42,450
50795-590009	Recreation Master Plan	\$ 42,450	
50390-495010	T F - Operating Fund		\$ 42,450
		<u>\$ 84,900</u>	<u>\$ 84,900</u>

Explanation: County Governmental Construction Fund (50) - Increase appropriations to fund Project Ordinance for the Recreation Master Plan that was adopted March 7, 2022.

Net Budget Effect: Operating Fund (10) - Increased by \$42,450.
County Governmental Construction Fund (50) - Increased by \$42,500.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_Oct 3_General Meeting (Budget Amendments)

Number

20230023

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10550-545000	Contract Services	\$ 20,000	
10550-531002	Aviation Fuel	\$ 150,000	
10350-467100	Aviation Fuel Receipts		\$ 170,000
		<u>\$ 170,000</u>	<u>\$ 170,000</u>

Explanation: Airport (10550) - Increase appropriations for additional fuel purchases due to increased use of our airport and increases in cost of fuel. Also increase contract services for tree removal as required by the FAA for flight path clearance.

Net Budget Effect: Operating Fund (10) - Increased by \$170,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_Oct 3_General Meeting (Budget Amendments)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3561)

Agenda Item Title: Dominion Power Easement-Maple Commerce Park

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration for approval of an easement for Dominion Energy to install transmission lines at Maple Commerce Park as delineated on the attached plat.

Potential Budget Affect: N/A

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

Manager Recommendation:



WITNESSETH:

Initials: _____

(Page 1 of 5 Pages)

Right of Way Agreement

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in BARCO, North Carolina, as more fully described on Plat(s) Numbered 71-22-0022, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

Initials: _____

(Page 2 of 5 Pages)

DENCIDNo(s). 71-22-0022

Form No. 721043-2 (Oct 2021)

© 2022 Dominion Energy

Attachment: MAPLE_COMMERCE_PARK_EASEMENT (Maple Commerce Park-Dominion Energy Easement)

Right of Way Agreement

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S**

right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 3 of 5 Pages)

DENCIDNo(s). 71-22-0022

Form No. 721043-3 (Oct 2021)

© 2022 Dominion Energy



Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF CURRITUCK

By:

(Name)

Title:

(Title)

State of _____

County of _____, to-wit:

I, _____, a Notary Public in and for the State of _____ at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____,
(Name of officer or agent)

_____,
(Title of officer or agent)

on behalf of CURRITUCK County, North Carolina, whose name is signed to the foregoing writing dated this _____ day of _____, 20____, and acknowledged the same before me.

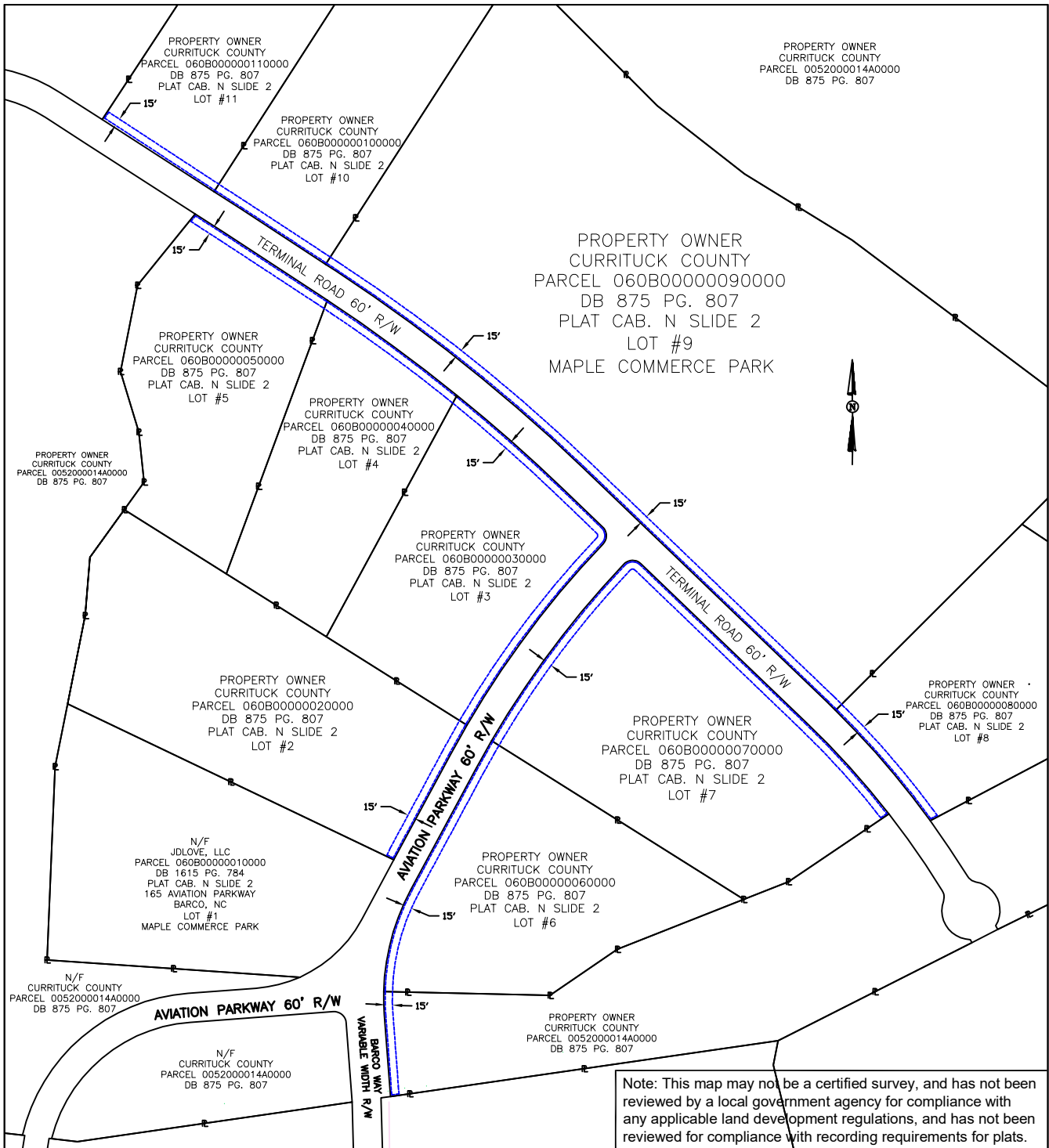
Given under my hand _____, 20____.

Notary Public (Print Name)

Notary Public (Signature)

My Commission Expires: _____

(Page 4 of 5 Pages)



LEGEND --- Location of Right of Way Boundary ==P== Indicates Property Line is Right of Way Boundary	Region	Local Office	State	PLAT TO ACCOMPANY RIGHT OF WAY AGREEMENT UG VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy North Carolina
	EASTERN / 71	ELIZABETH CITY	NC	
	County/City		Grid Number	
	CURRITUCK / BARCO		Q1142	
	Work Request No.	DENCID No.	Scale	
	10522179	71-22-0022	NTS	
	Date	By		
	JULY 11, 2022	ZACHARY HIPPI		
OWNER INITIALS _____				Page 5 of 5

Attachment: MAPLE_COMMERCE_PARK_EASEMENT (Maple Commerce Park-Dominion Energy Easement)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3565)

Agenda Item Title: Contract Approval to Install Fiber Cable for Telecommunications System and Authorize County Manager to Execute Documents

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration for approval of a contract to install fiber optic lines from the Courthouse to Barco to provide service to 911/comms center at the Public Safety Center in Maple.

Potential Budget Affect: Budgeted Funds \$873,411.14

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

Manager Recommendation:

Contract # 4185Requisition # 693

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the 22 day of September, 2022 between the **County of Currituck** (hereinafter "County") and Performance **Cabling Technologies, Inc.**, (hereinafter "Contractor").

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:
 - PCT will provide and install (1) 2" HDPE Duct by means of Directional Boring and Plowing from the Old Courthouse at 153 Courthouse Road in Currituck to the Cooperative Extension Bldg. at 120 Community Way, in the IT room, in Barco. Boring will be done at any roadways, driveways, or drainage ditches and the rest will be installed by Plowing. This duct will be placed on the opposite side of the road from the existing 24 strand fiber, that was placed years ago, the entire distance to avoid damaging and to create a ring.
 - PCT will provide and install 24"x36"x24" Quanzite Tier22 Handholes (HH) every 700' for pulling and slack storage. Each HH will have a Fiber Optic Marker Post with Currituck County Information on it for locates. A tracer wire will be installed the entire distance for locating purposes and each HH will contain rock for drainage. Duct will also be sealed to keep out any debris. 50' slack loop will be left in each HH for any tie-ins or damages that may happen in the future.
 - PCT will provide and install (1) 48 Strand Single-mode Lite Armored fiber from the MDF in Old Courthouse to Cooperative Bldg. MDF. PCT will splice on LC style connectors on each end in wall mounted fiber enclosures. PCT will have to splice new cable into old cable behind Sheriff's Dept. to get connections into the Airport and Sheriff's Dept. PCT will test with OTDR after installed and provide the county with test results. Labeling will also be done at this time.
 - PCT will provide and install (1) 2" HDPE Duct by means of Directional Boring and Plowing from the Public Safety Bldg. at 125 College Way to the 911 Tower at Currituck Co High School at 4203 Caratoke Hwy. This route will have (1) 2" Duct placed on each side of Hwy 158 and Caratoke Hwy from the intersection of College Way and Hwy 158 to the High School. This is to create a ring so if one side gets damaged the other side will still be in service.

Attachment: Contract-Cabling Technologies, Inc. (Contract Approval-Fiber Cable Installation for Comms)

2

- PCT will provide and install 24"x36"x24" Quanzite Tier22 Handholes every 700' for pulling and slack storage. Each HH will have a Fiber Optic Marker Post with Currituck County Information on it for locates. A tracer wire will be installed the entire distance for locating purpose and each HH will contain rock for drainage. Duct will also be sealed to keep out any debris. 50' slack loop will be left in each HH for any tie-ins or damages that may happen in the future.
- PCT will provide and install (1) 12 Strand Single-mode OSP Lite armored fiber from the Public Safety Bldg. 911 Center to the 911 tower and then (1) 12 Strand Single-mode OSP Lite armored fiber from the 911 tower back to the Public Safety Bldg. 911 Center on the opposite side of the road to make a ring.
- PCT will terminate both 12 strand fibers with LC style connectors at the Public Safety Bldg. and the 911 tower. PCT will test with OTDR after installed and provide the county with test results. Labeling will also be done at this time.
- PCT will utilize the existing duct pathways on College Way that were installed previously by PCT to get access to the Public Safety Bldg. and to get over to the Cooperative Extension Bldg. (hereinafter "the Services").

2. Compensation. Contractor will be paid for its Services by County as follows:

Labor	\$ 538,610.00
Materials	\$ 334,801.14

Tax is not included in Bid price.

Total	\$ 873,411.14
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3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses.

Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon **30 days** written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services. The term of this contract is November 1, 2022, through March 1, 2023

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.

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- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its

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employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: GED

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation ☒ Yes ☐ No

General Liability ☒ Yes ☐ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to

Attachment: Contract-Cabling Technologies, Inc. (Contract Approval-Fiber Cable Installation for Comms)

person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified

on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:
Donald I. McRee, Jr, County Manager
153 Courthouse Rd Ste 204
Currituck, NC 27929

If the notice is to Contractor:
Performance Cabling Technologies, Inc.
PO Box 757
Asheboro, NC 27204

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

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18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: 
Clerk to the Board of Commissioners

By:  (SEAL)
Donald I. McRee, Jr., County Manager

PERFORMANCE CABLING TECHNOLOGIES, INC

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: Contract-Cabling Technologies, Inc. (Contract Approval-Fiber Cable Installation for Comms)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3564)

Agenda Item Title: No Cost Lease Agreement-NC Public Safety and Parole, Judicial Center

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration of renewing lease agreement for office space at the Judicial Center for the County's Adult and Juvenile Parole services as provided by the North Carolina Department of Public Safety. Although the lease is a no-cost agreement, the Board of Commissioners must authorize the lease because the term is greater than one year.

Potential Budget Affect: N/A

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

Manager Recommendation:



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Eddie M. Buffaloe, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

September 21, 2022

Donald "Ike" McRee, Jr.
Interim Currituck County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

**SUBJECT: Currituck County – Lease Agreement +/-1,292 sf of Office Space
Located at 2801 Caratoke Highway; Currituck, North Carolina**

Dear Interim County Manager McRee,

Kindly, I want to introduce myself as assisting the Real Property team and to inform you upon reviewing records, I have discovered that the said lease has expired April 2022 for the NCDPS Probation and Parole Department.

As you are aware, our DPS Community Corrections staff have been occupying leased space in the county. With retrospect to §Statute 15-209 and in effort to initiate a new request, will you please review the "no cost" lease documents attached. Pending your approval, print, sign, notarize two (2) originals and return via attention to me at the MSC listed below. The lease will then be executed by the NC Department of Public Safety (NCDPS) Purchasing and Logistics Office in which one (1) original will be returned to you for your records. ***Please note to leave the date on the first page blank as this will be completed by the DPS Purchasing and Logistics Office upon execution.***

Should you have any questions or concerns, please contact Ms. Nichole Foxworthy, Real Property Assistant at 919-324-6275 or myself at **919-324-6226**. Thank you in advance for your timeliness and important assistance regarding this matter.

Sincerely,

Kyla Virden

Kyla Virden,
Program Coordinator
Phone: 919-324-6226
Fax: 919-733-5188
Kyla.virden@ncdps.gov

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

Attachment: DPS Lease-Currituck nc Memo DCC 2801 Caratoke highway currituck nc (Lease Agreement-NC Dept of Public Safety & Parole)

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY of CURRITUCK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

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

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; 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, **Currituck**, North Carolina, more particularly described as follows:

Being +/- 1,292 net square feet of office space located at 2801 Caratoke Highway, Currituck, Currituck County, North Carolina

(DEPARTMENT OF PUBLIC SAFETY-PROBATION and PAROLE)

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 **1st day of November, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of October, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollars per term to be payable within five (5) days from receipt of invoice in triplicate. 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 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. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- C. 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.

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 invoice the amount thereof to the Lessor. 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. 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, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County.

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 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, North Carolina 27929** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27603-4227**. 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.

“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.

[Remainder of page intentionally left blank; signatures on following pages]

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

STATE OF NORTH CAROLINA

BY:

Joanne Rowland,
Director of Purchasing and Logistics

LESSOR:

Donald "Ike" McRee, Jr.
Currituck County Manager

Attachment: Currituck NC lease DCC 2801 highway currituck nc (Lease Agreement-NC Dept of Public Safety & Parole)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Donald “Ike” McRee, Jr.**, personally came before me this day and acknowledged that s/he is the **Currituck County Manager**, and that by authority and given as an act of **Currituck County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda Hicks, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:



CURRITUCK COUNTY NORTH CAROLINA

September 19, 2022

Minutes – Regular Meeting of the Board of Commissioners

WORK SESSION-4:00 PM

The Board of Commissioners met in a Work Session at 4:00 PM in the Board Meeting Room of the Historic Courthouse to discuss several topics.

1. Solid Waste Curbside Collection

Public Works Director Leighton Earwood, Operations Manager Rachel Anderson, and Assistant County Manager Rebecca Gay, presented information on curbside waste and recycling pickup to Commissioners for consideration. Curbside pickup is being considered in Moyock due to the growth the area is experiencing, and may be a more viable option due to costs associated with expanding the Panther Landing convenience site and constructing a new site to meet community needs.

Mr. Earwood used a Powerpoint and presented several considerations for the curbside collection pilot program and the process for implementation. Boundaries would need to be established and cost comparisons were presented. He said operating costs at the Moyock convenience site average \$430,225.50. Expansion would cost approximately \$3 million. Curbside collection costs for the entire Moyock community are estimated at \$1,226,640.00, and curbside collection for homes in Moyock Township are estimated at \$829,692. The County would bid out the service contract, but rough estimates show a \$19 monthly cost per household for weekly pickup of trash and recycling. Concerns with how long expansion of the existing site would sustain the community were discussed, and a new site design was displayed to allow for easier disposal. A timeline, beginning with a community survey and educational outreach program, would begin in November, 2022, followed by bidding and service implementation in January, 2024.

To address immediate challenges, Commissioners agreed operating hours at Moyock and Grandy convenience sites should be expanded on Sunday, the busiest day, from 7 AM till 7 PM. Hours will shift on Tuesday from 1 PM till 7 PM, one of the least busy days at the sites.

Staff suggested removing all household trash containers from the Moyock convenience site once curbside was established, but Commissioners requested one household dumpster remain. The site would continue to accept brush, electronics, and other solid waste disposal items. Commissioners set Moyock Township as the boundary for collection, excluding Gibbs Woods. The Board asked that community feedback from the survey be shared with them before moving to the next step.

2. Lobbying Services Bid Review

Communication: Minutes for September 19, 2022 (Approval Of Minutes-September 19, 2022)

The Board of Commissioners reviewed submittals received in response to the County's request for proposals for lobbying services. Commissioners discussed and considered the benefits, costs and whether lobby services are a good use of funds. Commissioners decided it is beneficial for the County to have someone looking out for its interests at the Legislature and directed staff to reach out to all who responded and schedule brief presentations to the Board. Presentations would be scheduled during a mini-retreat/Work Session, tentatively planned for October 10 and 11, 2022.

3. Currituck County Access Permit

The Board of Commissioners discussed the County's new Solid Waste Decals, established last year, to determine whether any changes to the physical sticker or implementation of the program were necessary. Mr. McRee said people have reported the clings used were tearing, falling off, or rolling up, particularly when moving them between vehicles. A plastic hanger was suggested to replace the clings, and samples were distributed. Commissioners chose to keep the cling-type decal.

Commissioners addressed concerns with residents and property owners selling or renting unused decals and requested distribution be limited to two stickers per property owner, not per house or lot. Replacement passes, fees, and other items, including the visitor beach parking permits, would be discussed at the October mini-retreat/Work Session.

Commissioners asked for a report on solid waste disposal costs to determine if savings have been realized since instituting the solid waste decal.

County Manager, Ike McRee, presented a request from the Sheriff for additional beach vehicles. Mr. McRee wanted to make sure the Board understood, if approved, this would require an additional appropriation of \$250,000 out of fund balance for the purchase. Commissioners said they would like time to think about an additional appropriation and asked that the Sheriff be invited to speak to the Board. The request would be reconsidered at the October mini-retreat/Work Session.

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 held its 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
Michael H. Payment	Chairman	Present	
Paul M. Beaumont	Vice Chairman	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

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

A) Invocation & Pledge of Allegiance

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

B) Ethics Awareness and Conflict of Interest Reminder

Commissioner Mary Etheridge read the Ethics Awareness and Conflict of Interest statement. No conflicts were presented by Board members.

C) Approval of Agenda

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

Approved agenda:

Work Session-4:00 PM

Solid Waste Curbside Collection

Lobbying Services Bid Review

Currituck County Access Permit

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance

B) Ethics Awareness and Conflict of Interest Reminder

C) Approval of Agenda

Public Comment

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

Commissioner's Report

County Manager's Report

County Attorney's Report

Administrative Reports

A) Currituck County Regional Airport-William Nelson, Airport Manager

New Business

A) An Ordinance of the Currituck County Board of

Communication: Minutes for September 19, 2022 (Approval Of Minutes-September 19, 2022)

Commissioners Amending Chapter 9, Article III, Sections 9-71, 9-72, 9-73, and 9-74 of the Currituck County Code of Ordinances

B) Resolution Supporting Operation Green Light for Veterans

C) Board Appointments

1. Social Services Board

D) Consent Agenda

1. Budget Amendments
2. Resolution Authorizing the Purchase of Kamstrup Meters from Fortiline, Inc, through Sole Source Purchase Pursuant to N.C. Gen. Stat. §143-129(e)(6)
3. Personnel Policy Revisions-Sick Leave
4. Public Safety Building-Sussex Change Order #3
5. Surplus Resolution: Sheriff K-9, Lola
6. Surplus Resolution: Ball Field Machines, Parks and Rec
7. Job Description-Permit Technician
8. Job Description-Cooperative Extension Administrative Support, Part Time
9. Approval Of Minutes-August 15, 2022

Recess Regular Meeting

Special Meeting-Tourism Development Authority

TDA Budget
Amendments

Adjourn TDA and

Reconvene

Closed Session

Closed Session Pursuant to NCGS 143-318.11(a)(3) to Preserve the Attorney-Client Privilege; and, NCGS 143-318.11(a)(5) to establish or to instruct county staff concerning the position to be taken by the county in negotiating the price or other material terms of a contract for purchase of real property for property located at 2878 Caratoke Highway owned by Daniel W. Humphrey.

Adjourn

Communication: Minutes for September 19, 2022 (Approval Of Minutes-September 19, 2022)

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

PUBLIC COMMENT

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

Chairman Payment opened the Public Comment period.

Tameron Kugler, Travel & Tourism Director, reported the Department received two Marketing awards from the Southeast Tourism Alliance. She recognized Alex Perry, Marketing and Communications Director, who earned a Tourism Marketing Certification, and staff was recognized for their hard work and efforts.

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

COMMISSIONER'S REPORT

Commissioner J. Owen Etheridge discussed the divisive nature that currently exists in the country, but recognized how people came together with the passing of Queen Elizabeth.

Commissioner McCord announced upcoming events in Currituck County. He noted reduced traffic on the roadways and encouraged people to now watch for school buses.

Commissioner Beaumont reported on a meeting he attended with residents of Lower Currituck to discuss fire operations and services in the County. He spoke of the wild horses on the off-road area and requested that representatives from the Wild Horse Fund come before the Board to present information on the status and health of the herd.

Chairman Payment asked citizens to support their local fire departments and stressed safety on the highway. As a former member, he announced he will play with the Currituck County High School Band at an alumni gathering.

Commissioner White serves on the Tourism Advisory Board and attended a recent meeting where members discussed changes to the marketing and advertising campaign that will focus more on the beach and tourism industries. He reported \$473 million in direct tourism seasonal spending, resulting in a resident household tax savings of \$3,100. He reminded people Tourism offers events grants assistance to those wanting to hold an event in the County. Employee housing was discussed, as was development opportunities along the sound shoreline. Commissioner White serves on the Governing Board of the Wild Horse Fund and discussed the Wild Horse Management Agreement, which is overseen by several agencies and the County. He reviewed the mission statements in the Management Agreement and language that authorizes the Corolla Wild Horse Fund to take certain actions on behalf of the horses. Herd management and breeding, veterinary care, adoption

procedures, and other aspects of the management agreement were summarized, and he addressed rumors circulating about horses being removed for outside breeding. Commissioner White recently met with Corolla property owners to discuss beach nourishment and relayed that no decisions will be made until the County receives the results of the final phase of the Shoreline Stability Study.

Commissioner Mary Etheridge hosted a conference on the Outer Banks for members of the Risk Management Board of Trustees, a Board affiliated with the North Carolina Association of County Commissioners (NCACC) on which she serves. She explained the services provided to counties through the NCACC's Risk Management pool and thanked all who participated and assisted with the event. She announced Currituck County Farm Day at the Cooperative Extension facility in Barco on October 1.

Commissioner Jarvis also reported on the fire protection meeting in Lower Currituck, which was organized after a home in her community was lost to a fire. She thanked all who attended and said residents left with a good understanding of fire services in the County after the meeting. She acknowledged the dedication of volunteer firefighters, noted volunteerism is on the decline, and encouraged new ways to shore up fire services to provide better protection in the county. She thanked the North Carolina Department of Transportation (NCDOT) for their efforts to enhance safety at Edgewater Road and Caratoke Highway in Lower Currituck.

COUNTY MANAGER'S REPORT

County Manager, Ike McRee, reported attending several meetings, including a meeting of the Tourism Advisory Board, a Fire Services meeting with residents of Lower Currituck, and a meeting to address Solid Waste issues in the Corolla off-road area.

COUNTY ATTORNEY'S REPORT

County Attorney, Megan Morgan, noted excellent topics were presented at the County Attorney's conference she recently attended. Ms. Morgan is currently working through ordinance amendments and public record requests, and brushing up on County litigation matters. She recently met with the County's Engineering staff and came away with a better understanding of construction projects and related challenges. Ms. Morgan recently toured the Moyock area with Mr. McRee to view projects and some of the County's facilities.

ADMINISTRATIVE REPORTS

A. Currituck County Regional Airport-William Nelson, Airport Manager

William Nelson, Airport Manager, updated Commissioners on airport operations and activity. Mr. Nelson used a powerpoint and highlighted several aspects of the airport, such as being a designated "Business Class" facility by the North Carolina Department of Transportation Division of Aviation and having the longest runway in close proximity to the Outer Banks. He provided an overview of airport staff and their duties and stressed the importance of providing excellent customer service to patrons to encourage a return to Currituck County. He reported on fuel sales and the airport's economic impacts. He showed photos of several large aircraft that have used the airport and invited everyone to attend the Aviation Day event.

Commissioners recognized Mr. Nelson and his staff for their efforts to grow and enhance the airport. Mr. Nelson responded to questions from Commissioners and spoke of the good relationships the airport has built with pilots who have helped with that growth. He said an Airport Layout Plan is currently at the Federal Aviation Administration for approval, which is a ten to fifteen year plan that will include runway strengthening and terminal expansion. He is currently working to relocate and install a new fuel farm.

Commissioner Beaumont noted the airport's previous losses of \$175,000 per year. He said the airport is now at a net positive of \$250,000 and credited Mr. Nelson's leadership for the turnaround. Mr. Nelson thanked Commissioners and County staff for their support.

Chairman Payment called a brief Recess at 7:12 PM. The meeting reconvened at 7:20 PM.

NEW BUSINESS

A. An Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article III, Sections 9-71, 9-72, 9-73, and 9-74 of the Currituck County Code of Ordinances

County Attorney, Megan Morgan, reviewed the amendment to the Nuisance Ordinance as it pertains to managing noxious weeds and grass. She reviewed language revisions to address grass heights, enforcement procedures, and to clarify the process to remedy violations. Chronic violators were also addressed in the ordinance. The changes ensure the County is following lawful procedures for abatement. As this is the first reading, Ms. Morgan said a unanimous vote would be required for passage.

Commissioners suggested the term "active farming" in the ordinance is too vague and considered allowing an exemption for Agricultural districts. Following discussion, Commissioners requested the "active farming" statement be changed to "farming", striking the word "active" from the language.

Commissioner Beaumont moved for approval and Commissioner Jarvis seconded the motion. The motion carried, 7-0.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 9, ARTICLE III, SECTIONS 9-71, 9-72, 9-73, AND 9-74 OF THE CURRITUCK COUNTY CODE OF ORDINANCES

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-123 a county may enforce an ordinance by an appropriate equitable remedy issuing from a court of competent jurisdiction, particularly an injunction and/or order of abatement; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-140 a county may remove, abate, or remedy everything that is dangerous or prejudicial to the public health or safety upon adequate notice, the right to a hearing, and the right to appeal to the General Court of Justice; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-140.2 a county may remedy a nuisance violation committed by a chronic violator without further notice; and

WHEREAS, “grass” needs to be defined in the ordinance for understanding and consistency and the procedure to remedy any violation relating to the same must comply with North Carolina law;

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

ARTICLE III. - NUISANCES

PART I. **Sec. 9-71(1) - Certain Conditions Declared Nuisances.** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

(1) *Growth of weeds and grass.* The uncontrolled growth of noxious weeds or grass causing or threatening to cause a hazard detrimental to the public health or safety. For purposes of this section, uncontrolled growth of noxious weeds or grass means grass and noxious vegetation that exceeds

- a. Twelve (12) inches if situated on lot that contains a structure; and
- b. Eighteen (18) inches if situated on a vacant lot.
- c. This definition does not include land used for farming or woodlands.

PART II. **Sec. 9-72. Investigation of Complaints.** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

Sec. 9-72. Investigation of Complaints.

The county manager, upon notice from any person of the existence of any of the conditions described in ~~Section 9-7~~ section 9-71, shall cause to be made, by the appropriate local health department or county official, such investigation as may be necessary to determine whether such conditions exist as to constitute a public nuisance as declared in ~~Section 9-7~~ Section 9-71.

PART III. **Sec. 9-73. Notice and order to abate on finding of existence.** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

Section 9-73. Notice of Nuisance and order to abate on finding of existence.

- (a) Upon a determination that conditions constituting a public nuisance exist, the county manager or county manager's designee shall notify, upon writing, the owner, occupant or person in possession of the premises in question of the conditions constituting such public nuisance and shall demand the prompt abatement thereof within 30 days from the receipt of such written notice. Receipt shall be deemed to occur on the third day after the date of the postmark if the notice is deposited in a United States Post office.

- (b) Abatement of a public nuisance shall consist of taking ~~whatever~~ appropriate steps reasonably necessary to remove the condition or conditions which result in the declaration of a public nuisance. Without limitation the county manager, in ~~ordering~~ demanding the abatement of a public nuisance, may require the removal of debris, rubbish, accumulations of animal or vegetable matter, growth of weeds and grass, burned or partially burned buildings, the isolation of the condition to be abated so that access cannot be gained by persons or property which may be injured by the nuisance or such other steps which are reasonably necessary to abate the nuisance.
- (c) Chronic Violator. Under the provisions of N.C. Gen. Stat. §153A-140.2, the county may notify a chronic violator of this article that, if the violator's property is found to be in violation of this article, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail. A chronic violator is a person who owns property whereupon, in the previous calendar year, the county gave notice of violation at least three times under any provision of this article.
- (d) ~~Any person may seek judicial review of a final administrative decision by the county manager by filing a petition for writ of certiorari within 30 days after receipt of notice by registered or certified mail, but not thereafter, with the superior court and with a copy to the county manager.~~

PART IV. **Sec. 9-74. Abatement by County.** Of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

Sec. 9-74. Abatement by county.

(a) *Generally.*

- (1) If any person, having been ordered to abate a public nuisance, fails, neglects, or refuses to abate or remove the condition constituting the nuisance within ~~15 days~~ 30 days from receipt of the ~~order~~ notice given pursuant to ~~section 9-9~~ section 9-73, the county manager ~~shall~~ may cause such condition to be removed or otherwise remedied by ~~having employees of the county or independent contractors go upon such premises and remove or otherwise abate such nuisance under the supervision of an officer or employee designated by the county manager.~~ applying to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property.
- (2) The county shall have the authority to remove, abate, or remedy everything that is dangerous or prejudicial to the public health or safety upon adequate notice, the right to a hearing, and the right to appeal to the General Court of Justice.
- (3) Costs. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he or she may be cited for contempt and the county may execute the order of abatement. If the county executes the order, it has a lien on the property, in the nature of a mechanic's and materialman's lien, for the costs of executing the order.
- (4) Any person who has been ordered to abate a public nuisance may, within the time allowed by this chapter, request the county in writing to remove such condition, the cost of which shall be paid by the person making such request.
- (5) If a local contractor cannot be obtained after a reasonable effort, the county manager shall be authorized to obtain the services of a contractor outside the immediate local area, and the costs thereof shall be deemed to be reasonable.

- (b) ~~Costs. The actual cost incurred by the county in removing or otherwise remedying a public nuisance shall be charged to the owner of such lot or parcel of land; and it shall be the duty of the tax collector to mail a statement of such charges to the owner or other person in possession of such premises with instructions that such charges are due and payable within 30 days from the mailing thereof. If such costs charged in accordance with this section are not paid as stated in this section, the costs shall be a lien upon the land or premises where the nuisance arose and shall be collected as unpaid taxes.~~

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

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

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

ADOPTED this 19th day of September, 2022.

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

B. Resolution Supporting Operation Green Light for Veterans

Commissioner Jarvis introduced the Operation Green Light Resolution, an initiative to show support for Veterans, many of whom are retiring to our area. She said both the National Association of Counties (NACO) and the North Carolina Association of County Commissioners (NCACC) are behind the Resolution. Commissioner Jarvis moved to support adoption of the Resolution. Commissioner J. Owen Etheridge seconded the motion. The motion carried unanimously, 7-0.

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Currituck County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Currituck County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Currituck County appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Currituck County hereby declares from October through Veterans Day, November 11, 2022, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Currituck County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

ADOPTED this 19th day of September, 2022.

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

C) Board Appointments

1. Social Services Board

Commissioner Mary Etheridge nominated Janet McCloskey to fill a vacancy on the Social Services Board. Commissioner White seconded the nomination. The nominee was unanimously approved, 7-0.

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

D) Consent Agenda

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

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

1. Budget Amendments

20230011			Debit		Credit
			Decrease Revenue or		Increase Revenue or
<u>Account Number</u>	<u>Account Description</u>		<u>Increase Expense</u>		<u>Decrease Expense</u>
10490-590003	Capital Outlay - Court/Jail		\$ 30,000		
10380-488400	ABC Profits				\$ 30,000
			\$ 30,000		\$ 30,000
Explanation:	Court Facility Fees (10490) - Increase appropriation to upgrade the electrical system in the Judicial building that is require for the Courtroom A & B technology upgrades to allow for video and audio recording of proceedings in those rooms.				
Net Budget Effect:	Operating Fund (10) - Increased by \$30,000.				

20230012		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10550-526100	Advertising/Public Relations	\$ 10,000	
10390-495015	T F Occupancy Tax		\$ 10,000
		\$ 10,000	\$ 10,000
Explanation:	Airport (10550) - Increase appropriations for additional advertising for Airport events.		
Net Budget Effect:	Operating Fund (10) - Increased by \$10,000.		
20230013		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10460-592000	Courthouse Projects	\$ 18,926	
10530-590000	Capital Outlay	\$ 22,830	
10390-499900	Fund Balance Appropriated		\$ 41,756
		\$ 41,756	\$ 41,756
Explanation:	Various Department - Carry-forward purchase orders and project funds from prior fiscal year.		
<u>PO #</u>	<u>Vendor</u>	<u>Amount</u>	
20221383	REI Engineers Inc	17,051	
20221245	Stryker Medical	22,830	
20220457	Beacon Architecture &	1,875	
Net Budget Effect:	Operating Fund (10) - Increased by \$41,756.		
20230014		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10445-534000	Wellness program	\$ 6,813	
10340-452000	CIGNA Wellness Reimbursement		\$ 31,813
10390-499900	Fund Balance Appropriated	\$ 25,000	
		\$ 31,813	\$ 31,813
Explanation:	Human Resources (10445) - To carry-forward Wellness Funds from FY 2022 of \$11,813 and to budget the CIGNA reimbursement of \$20,000 for FY 2023.		
Net Budget Effect:	Operating Fund (10) - Increased by \$6,813.		

20230015		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10560-519701	HCCBG-Access Services	\$867	
10750-519504	Low Inc Household Water Asst (LIWAP)	24,119	
10752-519200	Special Assistance for the Blind	147	
10752-519700	HCCBG-In Home	15,726	
10390-499900	Fund Appropriate Balance		\$ 29,838
10750-557700	Crisis Intervention Program (CIP)		6,701
10752-532003	Supplies Special Adoption		4,320
		\$ 40,859	\$ 40,859
Explanation:	SOCIAL SERVICES ADMIN (750)- Adjust Crisis Intervention (CIP), Low Income Household Water Assistance Program (LIHWAP) to the allocations received. PUBLIC ASSISTANCE (752)-Adjust Special Assistance for the Blind and HCCBG In Home to the allocations received, carry forward FY 22 balance for Supplies Special Adoption. (560)-INTER COUNTY TRANSPORTATION- Adjust Access Services to allocation received.		
Net Budget Effect:	Operating Fund (10) - Increased by \$29,838.		
20230016		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10795-592000	Recreation Projects	\$ 4,821	
10795-590000	Capital Outlay		\$ 3,840
10795-576007	Youth Wrestling		\$ 981
		\$ 4,821	\$ 4,821
Explanation:	Parks & Recreation (10795) - Transfer funds for increased cost of dog park located at Sound Park.		
Net Budget Effect:	Operating Fund (10) - No change.		

20230017		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10640-503000	Part-time salary	\$ 11,115	
10640-505000	FICA	\$ 850	
10640-532006	4H Day Camp		\$ 9,598
10640-545000	Contract Services		\$ 2,367
		\$ 11,965	\$ 11,965
Explanation:	Cooperative Extension (10640) - Increase appropriations to add a part-time secretary for Cooperative Extension.		
Net Budget Effect:	Operating Fund (10) - No change.		
20230018		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
50448-590002	Historic Corolla Park Playground	\$ 50,000	
50442-597007	Connect Corolla Phase V		\$ 50,000
		\$ 50,000	\$ 50,000
Explanation:	Historic Corolla Park Playground - Move residual funds from Connecting Corolla Phase V to Historic Corolla Park Playground for requested additional to the original design.		
Net Budget Effect:	County Governmental Construction Fund (50) - No change.		

2. Resolution Authorizing the Purchase of Kamstrup Meters from Fortiline, Inc, through Sole Source Purchase Pursuant to N.C. Gen. Stat. §143-129(e)(6)

RESOLUTION AUTHORIZING THE PURCHASE OF KAMSTRUP METERS FROM FORTILINE, INC. THROUGH SOLE SOURCE PURCHASE PURSUANT TO N.C. GEN. STAT. §143-129(e)(6)

WHEREAS, N.C. Gen. Stat. §143-129(e)(6) authorizes a unit of local government to purchase apparatus, supplies, materials or equipment when standardization or compatibility is an overriding consideration; and

WHEREAS, proper functioning of the county's Mainland Water system requires replacement meters compatible with existing systems equipment; and

WHEREAS, as the sole and exclusive distributor of Kamstrup AMR and AMI meters in the State of North Carolina, Fortiline, Inc. is the only entity capable of providing the county with meters compatible with current Mainland Water System equipment and operational systems, and

WHEREAS, Mainland Water System has been using Fortiline, Inc. to construct, develop and upgrade its system; and

WHEREAS, Mainland Water Department needs replacement meters and Fortiline, Inc. is the sole supplier of compatible meters; and

WHEREAS, Fortiline, Inc. is supplying Mainland Water Department with One Thousand five hundred seventy (1570) meters at a cost of \$175.00 each meter and One Hundred (100) meters at a cost of \$390.00 each meter; and

WHEREAS, the total cost for the Mainland Water Department meter purchase is \$334,928.13.

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

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$334,928.13 with Fortiline, Inc. for the sole source purchase of Kamstrup meters in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. §143-129(e)(6). Further, the County Manager is authorized to execute the agreement with Fortiline, Inc. for the acquisition apparatus, materials, and equipment acquisition described in this resolution and the proposed contract.

Section 2. This resolution shall be effective upon its adoption.

This the 19th day of September 2022.

3. Personnel Policy Revisions-Sick Leave

4. Public Safety Building-Sussex Change Order #3

5. Surplus Resolution: Sheriff K-9, Lola

RESOLUTION

WHEREAS, The Board of Commissioners of the County of Currituck, North Carolina, during its regularly scheduled meeting and pursuant to G.S. 160A and 270(b), approve the property listed in this Resolution to be declared surplus and authorize its conveyance to handler, Detective Joseph Rein.

County Asset Tag	Description	Serial Number
#9453	LOLA Sheriff's K-9 German Shepard	N/A

ADOPTED, this 19th day of September 2022

6. Surplus Resolution: Ball Field Machines, Parks and Rec

Communication: Minutes for September 19, 2022 (Approval Of Minutes-September 19, 2022)

RESOLUTION

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

County		
Asset Tag	Description	Serial Number
5493	2001 John Deere 1200A Ballfield Machine	TC1200X120506
6290	2006 John Deere 1200A Ballfield Machine	TC1200A13552

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Currituck reserves the right to reject any and all bids.

ADOPTED, this 19th day of September, 2022.

7. Job Description-Permit Technician

8. Job Description-Cooperative Extension Administrative Support, Part Time

9) Approval Of Minutes-August 15, 2022

1. Minutes for August 15, 2022

RECESS REGULAR MEETING

Chairman Payment recessed the Regular Meeting at 7:41 PM to hold a Special Meeting of the Tourism Development Authority.

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners convened a Special Meeting on September 19, 2022, at 7:41 PM to sit as the Tourism Development Authority. The meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering budget amendments.

TDA Budget Amendments

County Manager, Ike McRee, reviewed the budget amendment transferring promotional funds to the airport. Commissioner White moved for approval of the budget amendment and Commissioner Jarvis seconded the motion. The motion carried, 7-0.

TDA2023001		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15442-587010	T T - Operating Fund	\$ 10,000	
15442-526200	Promotional Efforts		\$ 10,000
		\$ 10,000	\$ 10,000
Explanation: Tourism Promotions (15442) - Transfer budgeted funds to operating fund for airport promotions.			
Net Budget Effect: Occupancy Tax Fund (15) - No change.			

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

ADJOURN TDA AND RECONVENE

With business concluded, Commissioner White moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 7-0, and the meeting of the Tourism Development Authority adjourned at 7:42 PM.

Chairman Payment reconvened the regular meeting of the Board of Commissioners for a Closed Session.

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

CLOSED SESSION

Closed Session Pursuant to NCGS 143-318.11(a)(3) to Preserve the Attorney-Client Privilege; and, NCGS 143-318.11(a)(5) to establish or to instruct county staff concerning the position to be taken by the county in negotiating the price or other material terms of a contract for purchase of real property for property located at 2878 Caratoke Highway owned by Daniel W. Humphrey.

Chairman Payment moved to enter Closed Session pursuant to NCGS 143-318.11(a)(3) to Preserve the Attorney-Client Privilege; and, NCGS 143-318.11(a)(5) to establish or to instruct county staff concerning the position to be taken by the county in negotiating the

price or other material terms of a contract for purchase of real property for property located at 2878 Caratoke Highway owned by Daniel W. Humphrey.

Commissioner McCord seconded the motion. The motion carried, 7-0, and the Board entered into Closed Session at 7:42 PM.

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

ADJOURN

Motion to Adjourn Meeting

There was no further business upon returning from Closed Session and Commissioner Mary Etheridge motioned for adjournment. Commissioner Jarvis seconded the motion. The motion carried, 7-0, and the meeting adjourned at 8:09 PM.

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



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3559)

Agenda Item Title: Tourism Development Authority-Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Budget amendment for consideration to carry-over balances from prior fiscal year.

Potential Budget Affect: Please see individual amendment for budget affects.

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

Manager Recommendation:

Number

TDA2023002

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 3rd day of October 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
15442-590000	Capital Outlay	\$	49,009		
15447-545002	Historic Preservation	\$	20,196		
15447-545015	Beach Stabilization	\$	1,110		
15448-590460	Capital Outlay	\$	5,000		
15390-499900	Appropriated Fund Balance			\$	75,315
		<u>\$ 75,315</u>		<u>\$ 75,315</u>	

Explanation: Tourism Development Authority (15) - Carry-forward purchase orders from prior fiscal year.

PO Number	Vendor	Description	Amount
20221047	Performance Ford	Tourism Vehicle	47,576
N/A	NC DMV	Tax/Tags/Title	1,433
	Joseph K Opperman	Historic Jail	
20220515	Architect	Stabilization	20,196
20221299	Scott Leedy	Beach Stabilization	460
20221295	One Good Tern LLC	Beach Stabilization	300
20221392	One Good Tern LLC	Beach Stabilization	350
		Boathouse Roof	
20221165	Jeffrey Lees	Assessment	5,000

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$75,315.

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Clerk to the Board

Attachment: BAS_Oct 3 TDA (TDA-Budget Amendments)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3560)

Agenda Item Title: Ocean Sands Water & Sewer District-Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Budget amendments for consideration to carry-over balances from prior fiscal year and to provide funding for hydrant repair and replacement.

Potential Budget Affect: Please see individual amendments for budget affects.

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

Manager Recommendation:

Number OS2023001

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Ocean Sands Water and Sewer Authority, at a meeting on the 3rd day of October, 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-516001	Maintenance & Repair - Sewer	\$ 6,633	
60808-532000	Supplies	\$ 2,679	
60808-545001	Contract Services - Sewer	\$ 2,007	
60808-590001	Capital Outlay - Sewer	\$ 32,968	
60390-499900	Appropriated Fund Balance		\$ 44,287
		<u>\$ 44,287</u>	<u>\$ 44,287</u>

Explanation: Ocean Sands Water and Sewer (60808) - To carry forward purchase orders from FY 2022.

PO Number	Vendor	Description	Amount
20220604	Basnight Construction Co Inc	Sewer repairs	\$ 4,000
20221404	Pete Duty & Associates Inc	Sewer repairs	\$ 2,633
20221261	AC Controls Co Inc	Actuators	\$ 2,679
	Gregory Poole Equipment Company	ATS Panel	\$ 2,007
20221059		replacement	
20221422	Water Guard Inc	LMI Valve	\$ 9,782
20221449	Pete Duty & Associates Inc	Dosing Pump	\$ 23,186

Net Budget Effect: Ocean Sands Water and Sewer District Fund (60) - Increased by \$44,287.

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Clerk to the Board

Attachment: BAs_Oct 3 Ocean Sands (OSWSD-Budget Amendments)

Number

OS2023002

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Ocean Sands Water and Sewer Authority, at a meeting on the 3rd day of October, 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-532003	Supplies - Fire Hydrants	\$ 7,500	
60808-590003	Capital Outlay - Fire Hydrants	\$ 5,000	
60390-499900	Appropriated Retained Earnings		\$ 12,500
		<u>\$ 12,500</u>	<u>\$ 12,500</u>

Explanation: Ocean Sands Water and Sewer (60808) - To appropriate funds for fire hydrants maintenance and replacement.

Net Budget Effect: Ocean Sands Water and Sewer District Fund (60) - Increased by \$12,500.

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Clerk to the Board

Attachment: BAs_Oct 3 Ocean Sands (OSWSD-Budget Amendments)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3567)

Agenda Item Title: Closed Session Pursuant to NC G.S. 143-318.11(a)(4) to discuss matters related to the location or expansion of business or industry within the county; and, NC GS 143-318.11(a)(5) to establish or instruct County staff concerning the position to be taken by the county in negotiating the price or other material terms of a contract for the purchase of real property located at 2878 Caratoke Highway owned by Daniel W. Humphrey to be used for any public purpose.

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Discussion

Brief Description of Agenda Item:

Closed Session discussion.

Potential Budget Affect: N/A

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

Manager Recommendation: