



**CURRITUCK COUNTY
NORTH CAROLINA**

April 1, 2019

Minutes – Regular Meeting of the Board of Commissioners

6:00 PM CALL TO ORDER

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

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

Chairman White called the meeting to order.

A) Invocation & Pledge of Allegiance- Reverend Daniel Bergey, True Life Church

Reverend Daniel Bergey attended to offer the Invocation and lead the Pledge of Allegiance.

B) Approval of Agenda

Commissioner Beaumont moved for approval of the agenda. The motion was seconded by Commissioner McCord. The motion carried unanimously.

Approved agenda:

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance- Reverend Daniel Bergey, True Life Church

B) Approval of Agenda

Public Comment

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

Commissioner's

Report**Public Hearings**

- A) **2427 : Developmental Fees- Public Hearing** Public hearing to receive comment on revisions to developmental fees for county utility installations.
- B) **PB 19-06 Currituck County Text Amendment:** Currituck County requests an amendment to the Unified Development Ordinance, Chapter 2 Administration, to increase public notice mailing requirements from 200' from subject property to 500' from the subject property and modify expiration dates of planned developments and subdivisions with use permits to three years from approval date with no opportunity to request extension of the approval.

New Business**A) Board Appointments**

1. Planning Board

B) Consent Agenda

1. Approval Of Minutes for March 18, 2019
2. Resolution Requesting Funding from the North Carolina Department of Transportation High Impact/Low Cost Funds Program-Bonita Drainage Project, Corolla
3. Consideration of a Resolution to Approve Activity Bus Lease-Purchase Agreement for Currituck County Schools
4. Surplus Resolution-IT
5. Consideration of Grant Agreement with Howard Land Development, Inc. for Water Line Extension, Barnard Road, Grandy
6. Disposal of Records-Utilities

C) County Manager's Report**Adjourn**

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

PUBLIC COMMENT

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

Mike Petruncio, North Carolina District Forester, Elizabeth City, introduced Currituck County's new North Carolina Forest Ranger, Eric Alnes. Mr. Alnes addressed the Board of Commissioners and provided his education and work experience. He holds a degree in Natural Resources Policy and Research Conservation and has six years of wildfire experience. He said he is glad to be in the area and looks forward to working in the County and with Commissioners.

COMMISSIONER'S REPORT

Commissioner Payment thanked all those who reached out to him to offer condolences on the passing of his mother.

Commissioner Mary Etheridge announced she will attend a two day Health and Human Services conference in Durham next week, which will include a workshop on Medicaid transformation.

Commissioner McCord acknowledged Barnhill Contracting and the good job their crews are doing with the road resurfacing on North Carolina Highway 168.

Commissioner Jarvis announced her attendance at Lower Currituck's Volunteer Fire Department Banquet on March 23. She said it was great to hear of their accomplishments and thanked them for the invitation.

PUBLIC HEARINGS

A. 2427 : Developmental Fees- Public Hearing

Elaine Conti, Senior Manager and Vice President of Raftelis Financial Consultants, used a powerpoint and provided an overview of system development fees. Ms. Conti defined system development fees, reviewed the new legislation which spurred the need for a study and establishment of new methods for calculation of fees. The process for adopting the new fee structure was reviewed, which includes a 45 day comment period and public hearing. Ms. Conti reviewed the methodologies used for calculating fees and presented the resulting maximum water and sewer fees that were established for Currituck County.

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

Dan Scanlon, County Manager, said the Developmental Fees Ordinance would be brought before the Board for adoption at their next meeting, April 15, 2019.

B. PB 19-06 Currituck County Text Amendment:

Laurie LoCicero, Planning and Community Development Director, reviewed the text amendment with the Board of Commissioners. Ms. LoCicero said the requests are a result of Commissioner discussion that took place at January's Board retreat.

After review, Ms. LoCicero responded to questions to clarify aspects of the ordinance and highlight the purpose and reasons behind the request. She recommended setting an effective date of July 1, 2019, to allow the amendments to coincide with the County's new fee schedule.

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

Commissioner Jarvis moved to approve PB 19-06: Currituck County Public Notification and Preliminary Plat/Use Permit Expiration Text Amendment, because the request is consistent with the goals, objectives and policies of the 2006 Land Use Plan (LUP) because the LUP requires development to occur at densities appropriate for the location; the LUP requires advanced planning for the location of new schools. And, the request is reasonable and in the public interest because it encourages subdivisions to be developed in a timely manner; it increases public notification for Board of Commissioner public hearings for preliminary plat/use permits. The effective date will be July 1, 2019.

Commissioner Mary Etheridge seconded the motion and the motion passed unanimously.

To: Planning Board
Board of Commissioners
From: Planning Staff
Date: February 28, 2019
Subject: PB 19-06 Currituck County Text Amendment - Public Notice and Preliminary Plat/Use Permit Extensions

Background

At its January 2019 Board of Commissioners' retreat, the board direct staff to prepare a text amendment to:

- Increase public notice mailing requirements from 200' from the subject property to 500' from the subject property.
- Modify expiration dates of planned developments and subdivisions with use permits to three years from the approval date with no opportunity to request extension of the approval.

The purpose of the text amendment is to increase public awareness of public hearings and decrease the opportunity for a developer to request an extension of a plat/use permit without good cause.

Text Amendment Review Standards with Staff Comments

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

- (1) Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
 - a. This request is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans.
 - b. NCGS only requires abutting property owners to be notified by mail. For decades, the county has exceeded that requirement by sending letters to those property owners at first within 150' and now within 200' of the subject property. The expansion to 500' is well beyond the NCGS requirements.
 - c. This request requires developers to continue the subdivision process in a timely manner instead

of having subdivision approvals valid, even though not being developed. This holds public resources (i.e. schools, county water, county sewer, etc.) that could be made available to other subdivisions.

- (2) Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
 - a. The request is consistent with this Ordinance and the County Code of Ordinances.
 - b. NCGS only requires abutting property owners to be notified by mail. For decades, the county has exceeded that requirement by sending letters to those property owners at first within 150' and now within 200' of the subject property. The expansion to 500' is well beyond the NCGS requirements.
 - c. This request requires developers to move subdivision approvals along in a timely manner instead of allowing continuances that keep subdivision approvals valid, even though not being developed, thus holding public resources (i.e. schools, county water, county sewer, etc.) that could be made available to other subdivisions.
- (3) Is required by changed conditions;
 - a. The Board of Commissioners want to increase the number of property owners notified of a proposed development's public hearing.
 - b. Since public resources are limited, approved subdivisions need to either develop in a timely manner or expire so held resources can be made available to other developments.
- (4) Addresses a demonstrated community need;
 - a. The community has expressed a need to the Board of Commissioners for expanded public outreach for public hearings regarding subdivisions.
 - b. New development in a community should not be held up for subdivisions that have approval but have not developed in a timely manner.
- (5) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
 - a. It is consistent with the purpose and intent of the zoning districts, improves compatibility among uses, and ensures efficient development within the county by expanding public notice requirements and requiring approved subdivisions to develop in a timely manner.
- (6) Would result in a logical and orderly development pattern; and
 - a. It will result in a logical and orderly development pattern because it expands public notice requirements and requires approved subdivisions to develop in a timely manner
- (7) Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
 - a. It has no impact on the natural environment.

Staff Recommendation

Staff recommends approval of this request subject to the staff suggested Statement of Consistency and Reasonableness listed in the staff report.

Planning Board Recommendation - 3/12/2019

Planning Board recommended approval subject to the staff suggested Statement of Consistency and Reasonableness listed in the staff report.

Planning Board Discussion

Senior Planner, Tammy Glave presented the staff report for the Currituck County requested amendment to the Unified Development Ordinance (UDO). Ms. Glave said the requested amendment has two different changes. The first item is to increase public notice mailing requirements for public hearing scheduling and public notifications from 200 feet to 500 feet from the subject property. Ms. Glave said the County has always had a notification boundary beyond the state statute requirements. Ten years ago the County was at 150 feet and approximately 2 years ago it was 200 feet. Now the Board of Commissioners wishes to extend the notification

boundary to 500 feet from the subject property. The second item is to modify expiration dates for use permits of planned developments and subdivisions to three years from the approval date with no opportunity to request extension. Ms. Glave said this change is required due to adequate public facilities being held up with the filings of extensions. The current use permits are two years with a possible two year extension. The compromise is the three year use permit without any extensions. Ms. Glave said staff recommends approval of these changes.

Chairman Ballance asked the board if there were any questions for staff. There were no questions.

Mr. Owens motioned to approve the Currituck County text amendment. Ms. Glave asked

Mr. Owens if he would like to include the consistency statement with his motion since that would be appropriate.

Mr. Owens included the consistency statement as written in the staff report. Mr. Thomas seconded the motion and the motion carried 4-1 with Chairman Ballance voting nay.

PB 19-06 CURRITUCK COUNTY BOARD OF COMMISSIONERS APRIL 1, 2019

PB 19-06 Currituck County requests a text amendment to the Unified Development Ordinance, Chapter 2 Administration, to Increase public notice mailing requirements from 200' from subject property to 500' from the subject property and modify expiration dates of planned developments and subdivisions with use permits to three years from approval date with no opportunity to request extension of the approval.

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 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.3.6.B.3:

2.3.6 Public Hearing Scheduling and Public Notification

B. Public Notification

(3) Mailed Notice Requirements

- a. Except for community meetings, when the provisions of this Ordinance require mailed notice, the Planning Director shall be responsible for preparing and mailing the written notice.

Notice shall be mailed to:

- I. The owners of the land subject to the application;
- II. The applicant, if different from the land owner;
- III. The owners (shown as primary and secondary on the county tax listing) of land within **200 500** feet of the property lines of land subject to the application (including owners of land located outside the county) whose address is known by reference to the latest ad valorem tax records; and,
- IV. Commanders of military bases located within five miles of the subject application when the development proposal affects the type of uses allowed.

Item 2: That Chapter 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.4.5.G:

2.4.5 Planned Development

C. Expiration

- (1)** If no application for approval of a preliminary plat or site plan for

any part of the approved PD master plan is submitted within **two three** years after approval of the planned development, the Planning Director shall initiate a map amendment application to rezone the land back to its prior zoning classification or any other base zoning classification determined to be appropriate. Such time period shall not be extended with transfer of ownership.

~~(2) Upon written request submitted at least 30 days before expiration of the two-year period provided in Section 2.4.5.G.1 above, and upon a showing of good cause, the Planning Director may grant one extension not to exceed six months for the applicant to submit required development applications.~~

Item 3: That Chapter 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.4.8.E.4.d:

2.4.8 Subdivision

D. Major Subdivision

(4) Preliminary Plat Standards, Effect, Amendment, and Expiration
Expiration of Development Approval

(i) Approval of a type I or type II preliminary plat shall automatically expire if a complete application for approval of a final plat is not submitted within **two three** years after the date of approval of the type I or type II preliminary plat.

~~(ii) A subdivider may submit no more than one request for a two-year extension for consideration by the Board of Commissioners prior to the initial expiration. The Board of Commissioners may grant a request for extension for good cause.~~

Item 4: Staff and Planning Board Suggested Statement of Consistency and Reasonableness:

The requested zoning text amendment is consistent with the 2006 Land Use Plan because:

- The land use plan requires development to occur at densities appropriate for the location. If a subdivision remains undeveloped over a several year period beyond approval, regulations may have changed and the development should be reviewed under the new regulations to verify property densities, etc. (Policy HN1)
- The land use plan requires advanced planning for the location of new schools. When a subdivision is approved, school capacity is reserved for the calculated number of students that subdivision will generate. If a subdivision remains undeveloped over a several year period beyond approval, it is encumbering school capacity that another subdivision may need. (Policy SF1)

The request is reasonable and in the public interest because:

- It encourages subdivisions to be developed in a timely manner.
- It increases public notification for Board of Commissioner public hearings for preliminary plats/use permits.

Item 5: 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 6: This ordinance amendment shall be in effect from and after the _____ day of _____, 2019.

Board of Commissioners' Chairman

Attest:

Leeann Walton
Clerk to the Board

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

NEW BUSINESS

A) Board Appointments

1. Planning Board

Commissioner Mary Etheridge nominated David Doll to fill an unexpired term on the Planning Board. Commissioner Payment seconded and the nominee was unanimously approved.

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

B) Consent Agenda

Commissioner Beaumont moved for approval of the Consent Agenda. The motion was seconded by Commissioner Payment. The motion passed unanimously.

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

1) Approval Of Minutes for March 18, 2019

1. Minutes for March 18, 2019

2. Resolution Requesting Funding from the North Carolina Department of Transportation High Impact/Low Cost Funds Program-Bonita Drainage Project, Corolla

RESOLUTION

SUPPORTING THE USE OF HIGH IMPACT/LOW COST FUNDING

FOR

WHALEHEAD SUBDIVISION/BONITO STREET DRAINAGE PROJECT

WHEREAS, the Department of Transportation (DOT), through their High Impact/Lost Cost Program, is proposing to provide \$500,000 in funding to financially participate in the Whalehead Subdivision/Bonito Street Drainage Project.

WHEREAS, the Whalehead Subdivision has been affected by flooding issues on Bonito Street for years and have sent their tax funds in preparing studies to resolve the issue. The studies have recommended a groundwater lowering system be installed similar to the remaining streets in the Whalehead Subdivision. In that Bonito Street is a DOT maintained street; funding assistance has been requested from DOT to implement the groundwater lowering system solution.

WHEREAS, DOT will participate in the project if they receive the funding in the next budget cycle. As such, Currituck County and DOT will need to enter into an Agreement to set up the project and funding mechanism if funding is solidified in the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners support the proposed drainage improvements to the Whalehead Subdivision/Bonito Street Drainage Project and requests DOT to move forward to secure funding for the project.

Adopted this 1st day of April, 2019.

3. Consideration of a Resolution to Approve Activity Bus Lease-Purchase Agreement for Currituck County Schools

CURRITUCK COUNTY BOARD OF COMMISSIONERS CURRITUCK COUNTY, NORTH CAROLINA

RESOLUTION TO APPROVE ACTIVITY BUS LEASE-PURCHASE AGREEMENT FOR CURRITUCK COUNTY SCHOOLS

WHEREAS, the Currituck County Board of Education wishes to enter into a lease-purchase agreement to acquire activity buses to be used for public school purposes; and

WHEREAS, the proposed agreement will require the Board of Education to pay White/Herring Tractor and Truck, LLC, and/or its assignee, BMO Harris Bank, N.A., the advance charges and lease-purchase rent payments over a four-year term as described in the attached contract documents, marked "Exhibit A"; and

WHEREAS, the proposed agreement is a continuing contract for capital outlay subject to the requirements of N.C. Gen. Stat. §§ 115C-441(cl) and 115C-528, including approval of the Currituck County Board of Commissioners; and

WHEREAS, the Currituck County Board of Commissioners supports the Currituck County Board of Education's acquisition of said activity buses with capital outlay funds appropriated to the Currituck County Board of Education in the ordinary course of business.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that in accordance with N.C. Gen. Stat. §§ 115C-441(cl) and 115C-528, the Currituck County Board of Commissioners agrees to appropriate sufficient funds to the Currituck County Schools Board of Education in ensuing fiscal years to meet the Currituck County Board of Education's fiscal obligations under the proposed agreement. Said funds shall be a part of, and not in addition to, any regular appropriations made to the Currituck County Board of Education by the Currituck County Board of Commissioners in each fiscal year, and the Currituck County Board of Commissioners shall not, by virtue of adopting this resolution, be obligated to increase its annual appropriations to the Currituck County Board of Education.

Adopted and resolved, this the 1st day of April, 2019, by the Currituck County Board of Commissioners.

4. Surplus Resolution-IT

RESOLUTION

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on April 1, 2019 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be sold at auction or given to

another governmental entity:

Description	Service Tag/Serial No.	Asset Tag
Xerox WC5230 Copier	KBM534987	NONE
Xerox WC7120 Copier	XDC337820	7371
Xerox Phaser 6360DN Copier	DBY164302	6587
Xerox Phaser 3300X Copier	NRB512741	NONE
Xerox WCM118i Copier	UPD950443	6821
Xerox WCM118i Copier	UPD948390	6289
Canon IR2270 Copier	SLH02024	6061
Konica-Minolta Bizhub C220 Copier	A0ED013008650	NONE
Konica-Minolta Bizhub C250 Copier	31126503	NONE
Konica-Minolta DI3010F Copier	31727278	NONE

5. Consideration of Grant Agreement with Howard Land Development, Inc. for Water Line Extension, Barnard Road, Grandy

6. Disposal of Records-Utilities

C) County Manager's Report

Dan Scanlon, County Manager, announced dates and times for Currituck County's upcoming hazardous waste collections. Information can be found on the Currituck County website or by calling the Public Works department. He announced the Maple transfer station will be closed for repairs from April 12 through April 14.

Mr. Scanlon said a smoke test will be conducted on the Walnut Island wastewater plant on April 15, and Waterside Villages wastewater plant on April 16, to detect holes or leaks in the systems.

Assistant County Manager, Ben Stikeleather, announced public meetings that have been scheduled to provide citizens with additional information on service districts Commissioners are considering:

- Guinea Mill Expansion: April 9, 2019, 7 PM, Moyock Middle School
- Carova Beach Road Service District & Carova Beach Watershed District: April 26, 1 PM, Carova Beach Volunteer Fire Department

Mr. Stikeleather said letters will be mailed to all district property owners, including Knotts Island residents regarding a proposed Fire Service District.

ADJOURN

Motion to Adjourn Meeting

The Board had no further business and Commissioner Mary Etheridge made a motion to adjourn. The motion was seconded by Commissioner Payment and the motion passed unanimously. The meeting of the Board of Commissioners concluded at 6:28 PM.

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

**Currituck County**

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

To: Planning Board
 Board of Commissioners

From: Planning Staff

Date: February 28, 2019

Subject: PB 19-06 Currituck County Text Amendment – Public Notice and Preliminary Plat/Use Permit Extensions

Background

At its January 2019 Board of Commissioners' retreat, the board direct staff to prepare a text amendment to:

- Increase public notice mailing requirements from 200' from the subject property to 500' from the subject property.
- Modify expiration dates of planned developments and subdivisions with use permits to three years from the approval date with no opportunity to request extension of the approval.

The purpose of the text amendment is to increase public awareness of public hearings and decrease the opportunity for a developer to request an extension of a plat/use permit without good cause.

Text Amendment Review Standards with Staff Comments

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

- (1) Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
 - a. This request is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans.
 - b. NCGS only requires abutting property owners to be notified by mail. For decades, the county has exceeded that requirement by sending letters to those property owners at first within 150' and now within 200' of the subject property. The expansion to 500' is well beyond the NCGS requirements.
 - c. This request requires developers to continue the subdivision process in a timely

manner instead of having subdivision approvals valid, even though not being developed. This holds public resources (i.e. schools, county water, county sewer, etc.) that could be made available to other subdivisions.

- (2) Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
 - a. The request is consistent with this Ordinance and the County Code of Ordinances.
 - b. NCGS only requires abutting property owners to be notified by mail. For decades, the county has exceeded that requirement by sending letters to those property owners at first within 150' and now within 200' of the subject property. The expansion to 500' is well beyond the NCGS requirements.
 - c. This request requires developers to move subdivision approvals along in a timely manner instead of allowing continuances that keep subdivision approvals valid, even though not being developed, thus holding public resources (i.e. schools, county water, county sewer, etc.) that could be made available to other subdivisions.
- (3) Is required by changed conditions;
 - a. The Board of Commissioners want to increase the number of property owners notified of a proposed development's public hearing.
 - b. Since public resources are limited, approved subdivisions need to either develop in a timely manner or expire so held resources can be made available to other developments.
- (4) Addresses a demonstrated community need;
 - a. The community has expressed a need to the Board of Commissioners for expanded public outreach for public hearings regarding subdivisions.
 - b. New development in a community should not be held up for subdivisions that have approval but have not developed in a timely manner.
- (5) Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
 - a. It is consistent with the purpose and intent of the zoning districts, improves compatibility among uses, and ensures efficient development within the county by expanding public notice requirements and requiring approved subdivisions to develop in a timely manner.
- (6) Would result in a logical and orderly development pattern; and
 - a. It will result in a logical and orderly development pattern because it expands public notice requirements and requires approved subdivisions to develop in a timely manner
- (7) Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
 - a. It has no impact on the natural environment.

Staff Recommendation

Staff recommends approval of this request subject to the staff suggested Statement of Consistency and Reasonableness listed in the staff report.

Planning Board Recommendation – 3/12/2019

Planning Board recommended approval subject to the staff suggested Statement of Consistency and Reasonableness listed in the staff report.

Planning Board Discussion

Senior Planner, Tammy Glave presented the staff report for the Currituck County requested amendment to the Unified Development Ordinance (UDO). Ms. Glave said the requested amendment has two different changes. The first item is to increase public notice mailing requirements for public hearing scheduling and public notifications from 200 feet to 500 feet from the subject property. Ms. Glave said the County has always had a notification boundary beyond the state statute requirements. Ten years ago the County was at 150 feet and approximately 2 years ago it was 200 feet. Now the Board of Commissioners wishes to extend the notification boundary to 500 feet from the subject property. The second item is to modify expiration dates for use permits of planned developments and subdivisions to three years from the approval date with no opportunity to request extension. Ms. Glave said this change is required due to adequate public facilities being held up with the filings of extensions. The current use permits are two years with a possible two year extension. The compromise is the three year use permit without any extensions. Ms. Glave said staff recommends approval of these changes.

Chairman Ballance asked the board if there were any questions for staff. There were no questions.

Mr. Owens motioned to approve the Currituck County text amendment. Ms. Glave asked Mr. Owens if he would like to include the consistency statement with his motion since that would be appropriate. Mr. Owens included the consistency statement as written in the staff report. Mr. Thomas seconded the motion and the motion carried 4-1 with Chairman Ballance voting nay.



**PB 19-06 CURRITUCK COUNTY
BOARD OF COMMISSIONERS
APRIL 1, 2019**

PB 19-06 Currituck County requests a text amendment to the Unified Development Ordinance, Chapter 2 Administration, to Increase public notice mailing requirements from 200' from subject property to 500' from the subject property and modify expiration dates of planned developments and subdivisions with use permits to three years from approval date with no opportunity to request extension of the approval.

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 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.3.6.B.3:

2.3.6 Public Hearing Scheduling and Public Notification

B. Public Notification

(3) Mailed Notice Requirements

- a. Except for community meetings, when the provisions of this Ordinance require mailed notice, the Planning Director shall be responsible for preparing and mailing the written notice. Notice shall be mailed to:
 - I. The owners of the land subject to the application;
 - II. The applicant, if different from the land owner;
 - III. The owners (shown as primary and secondary on the county tax listing) of land within ~~200~~ 500 feet of the property lines of land subject to the application (including owners of land located outside the county) whose address is known by reference to the latest ad valorem tax records; and,
 - IV. Commanders of military bases located within five miles of the subject application when the

development proposal affects the type of uses allowed.

Item 2: That Chapter 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.4.5.G:

2.4.5 Planned Development

G. Expiration

- (1) If no application for approval of a preliminary plat or site plan for any part of the approved PD master plan is submitted within ~~two~~ three years after approval of the planned development, the Planning Director shall initiate a map amendment application to rezone the land back to its prior zoning classification or any other base zoning classification determined to be appropriate. Such time period shall not be extended with transfer of ownership.
- ~~(2) Upon written request submitted at least 30 days before expiration of the two-year period provided in Section 2.4.5.G.1 above, and upon a showing of good cause, the Planning Director may grant one extension not to exceed six months for the applicant to submit required development applications.~~

Item 3: That Chapter 2 Administration is amended by deleting the following bold and strikethrough language and adding the bold and underlined language in Section 2.4.8.E.4.d:

2.4.8 Subdivision

E. Major Subdivision

(4) Preliminary Plat Standards, Effect, Amendment, and Expiration

(d) Expiration of Development Approval

- (i) Approval of a type I or type II preliminary plat shall automatically expire if a complete application for approval of a final plat is not submitted within ~~two~~ three years after the date of approval of the type I or type II preliminary plat.

- (ii) ~~A subdivider may submit no more than one request for a two-year extension for consideration by the Board of Commissioners prior to the initial expiration. The Board of Commissioners may grant a request for extension for good cause.~~

Item 4: Staff and Planning Board Suggested Statement of Consistency and Reasonableness:

The requested zoning text amendment is consistent with the 2006 Land Use Plan because:

- The land use plan requires development to occur at densities appropriate for the location. If a subdivision remains undeveloped over a several year period beyond approval, regulations may have changed and the development should be reviewed under the new regulations to verify property densities, etc. (Policy HN1)
- The land use plan requires advanced planning for the location of new schools. When a subdivision is approved, school capacity is reserved for the calculated number of students that subdivision will generate. If a subdivision remains undeveloped over a several year period beyond approval, it is encumbering school capacity that another subdivision may need. (Policy SF1)

The request is reasonable and in the public interest because:

- It encourages subdivisions to be developed in a timely manner.
- It increases public notification for Board of Commissioner public hearings for preliminary plats/use permits.

Item 5: 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 6: This ordinance amendment shall be in effect from and after the _____ day of _____, 2019.

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: 3/12/19
PLANNING BOARD RECOMMENDATION: Approved
VOTE: 4 AYES 1 NAYS

ADVERTISEMENT DATE OF PUBLIC HEARING: 3/20/19 & 3/27/19
BOARD OF COMMISSIONERS PUBLIC HEARING: 4/1/19
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____



Text Amendment Application

OFFICIAL USE ONLY:

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

Contact Information
APPLICANT:

Name: COUNTY OF CURRITUCK
 Address: 153 COURTHOUSE RD, SUITE 204
CURRITUCK NC 27929
 Telephone: 252-232-2075
 E-Mail Address: Dan.Scanlon@currituckcountync.gov

Request

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

Amend Chapter(s) 2 Section(s) 2.3.6.B.3, 2.4.5.G, and 2.4.8.E.4 d as follows:

To increase adjoining property owner notices from 200' from subject property line to 500'
from subject property line.

To modify expiration dates of planned developments and subdivisions w/ use permits
to three years from approval date with no opportunity to request extension of the approval.

*Request may be attached on separate paper if needed.


 Petitioner

2-28-19
 Date

PLANNING BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Ana Hilgendorf	District 1		Bob White	December 3, 2018	1st Term 12/31/2020
Garry Owens	District 2		Selina Jarvis	February 18, 2019	Unexp Term 12/31/2020
James Timothy Thomas	District 3		Mike Payment	February 18, 2019	2nd Term 12/31/2020
Bryan Bass	District 4		Paul Beaumont	February 18, 2019	Unexp Term 12/31/2020
Juanita Krause	District 5		J. Owen Etheridge	March 18, 2019	Unexp Term 12/31/2019
C. Shay Ballance	At-Large		Kevin McCord	February 18, 2019	2nd Term 12/31/2020
Joanne DiBello	At-Large		Kitty Etheridge	Nov 5, 2018	Unexp. 12/31/2019

Must be replaced

Attachment: Planning Board Appointment Form (Board Appt-Planning Board)



CURRITUCK COUNTY NORTH CAROLINA

March 18, 2019

Minutes – Regular Meeting of the Board of Commissioners

WORK SESSION

1. 3:30 PM McClees Consulting, Inc.

The Currituck County Board of Commissioners met at 3:30 PM in the Historic Courthouse Conference Room to receive an update from lobby and consulting firm, McClees Consulting, Inc, on the legislation under consideration at the state level. Henri McClees presented information on membership changes in the House and Senate and reviewed legislative discussions relative to the state budget, rural transportation funding, education, potential reforms to the Alcohol and Beverage Commission controls and statewide Broadband initiatives. Commissioners were asked to notify them of any issues important to Currituck County so they can be addressed at state level, if needed, during the current legislative session. After presentation, Commissioners briefly discussed the firm's contract that is up for renewal. County Manager, Dan Scanlon, said a proposal will be presented to the Board at the upcoming budget work sessions. The discussion concluded at 4:16 PM.

2. 4:30 PM Ocean Rescue Service/Airport Management

A second work session began at 4:30 PM to discuss Airport operations and Ocean Rescue services. Assistant County Manager, Ben Stikeleather, said interviews have been scheduled for the vacant Airport Manager position and unsolicited Freight Based Operations (FBO) bids have been received from companies interested in contracting with the county to operate the airport. Mr. Stikeleather reviewed the pros and cons of contracting with an FBO and said based on bids received an FBO would cost a minimum of \$40,000 more per year over hiring a Manager position. Mr. Stikeleather asked the Board how they would like to proceed. After discussion Commissioners chose to proceed with interviews for an Airport Manager and continue discussion when completed.

Mr. Stikeleather then discussed lifeguard services and told the Board stand locations must be establish by April 1, 2019, per the contract with ocean rescue provider Lighthouse Resort Services. Mr. Stikeleather reviewed a map of stand locations and presented recommendations to fill gaps in service areas. Commissioners, after discussion, directed Mr. Stikeleather to notify the contractor of lifeguard stand locations as presented.

3. 5:00 PM Proposed Stormwater District & Fire District Boundaries

The Board of Commissioners held a work session at 5:00 PM to hear information related to the expansion and creation of service districts in the county. Consideration is being given to expanding both the Carova Road Service District and the Guinea Mill Stormwater District. New districts being considered are a Carova stormwater district and a Knotts Island fire

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service district. County Engineer, Eric Weatherly, reviewed data related to the Guinea Mill expansion, the Carova roads expansion, and the new Carova stormwater district. Assistant County Manager, Ben Stikeleather, discussed the proposed creation of the Knotts Island fire district. Information included potential projects within the districts, maintenance, related costs, and levels of service based on various revenue scenarios. Dan Scanlon, County Manager, reviewed the statutory processes that must be followed, and he provided a timeline for implementation. After discussion, the Board directed staff to begin the steps necessary to move forward with all of the districts under consideration.

6:00 PM CALL TO ORDER

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

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

Chairman White called the meeting to order.

A) Invocation & Pledge of Allegiance-Reverend Susan Fitch-Slater, Sharon United Methodist Church

Reverend Susan Fitch-Slater attended to offer the Invocation and lead the Pledge of Allegiance.

B) Approval of Agenda

Commissioner Payment motioned to amend the agenda:

- Insert a Resolution of censure as the first item under New Business.
- Move the County Manager's Report to take place just prior to the Commissioner's Report
- Add Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters as the last agenda item before adjourning.

The motion was seconded by Commissioner Mary Etheridge. The motion passed unanimously.

Approved agenda:

Work Session

3:30 PM McClees Consulting, Inc.

4:30 PM Ocean Rescue Service/Airport Management

5:00 PM Proposed Stormwater District & Fire District Boundaries

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance-Reverend Susan Fitch-Slater,
Sharon United Methodist Church

B) Approval of Agenda

Public Comment

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

County Manager's**Report-Amended****Commissioner's Report****Administrative Reports**

A) Trillium Health Annual Report-Bland
Baker, Regional Director

Public Hearings

A) **Public Hearing & Action: PB 18-27 University Park LLC:** Amend 2006 Land Use Plan/future classification map from Limited Service to Full Service to allow an increase in density from 1.5 units per acre to 3 units per acre located at the University Park development, Poplar Branch township.

New Business

A) **Amended Item: Resolution of Censure**

B) **Board Appointments**

1. Planning Board
2. Social Services Board

C) **Consent Agenda**

1. Approval Of Minutes-March 4, 2019
2. Master Fee Schedule Revision
3. Trillium Quarterly Report and Audit

Closed Session

Amended: Closed Session Pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters

Adjourn

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

PUBLIC COMMENT

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

Chairman White opened the Public Comment period.

County residents belonging to various Ruritan clubs within the county spoke to the Board over concerns with conditions at many of the county's waste recycling centers. Harvey Roberts, Jim Hoever, Lee Jepsen, Jason Banks and Pamela Murray asked Commissioners to consider paving each center, along with other upgrades, to repair potholes, improve drainage, and enhance safety and the overall aesthetics at the centers. Ruritan members in the audience were acknowledged and a list of signatures from Ruritan club members who support the initiative were presented to the Board.

No one else was signed up nor wished to speak. Chairman White closed the Public Comment period.

COUNTY MANAGER'S REPORT-AMENDED

County Manager, Dan Scanlon, acknowledged the County could do better keeping up with maintenance of the gravel surface areas at the convenience centers. He updated the Board on the planned expansion at Moyock's Panther Landing convenience site and said although he sees issues with asphaltting an entire site, perhaps concrete pads could be expanded to eliminate patrons having to walk through standing water. He said the County could price costs for various paving scenarios and bring back proposals for consideration.

COMMISSIONER'S REPORT

Chairman White announced the earlier work sessions and reminded citizens that they are open to the public. He encouraged people to attend if there is a topic of interest.

Commissioner McCord talked about a recent roadside trash pickup and said inmates collected over forty bags of trash. He encouraged people to make an effort to clean up after themselves.

Commissioner Owen Etheridge asked that a study be performed by the North Carolina Department of Transportation NCDOT to consider installing a left hand turn lane on Tulls Creek Road at the North Carolina Highway 168 intersection in Moyock.

Commissioner Jarvis said she is looking forward to serving on the Trillium Regional Advisory Board and reported her attendance at their regional meeting held March 12.

ADMINISTRATIVE REPORTS

A. Trillium Health Annual Report-Bland Baker, Regional Director

Mr. Bland Baker, Northern Regional Director for Trillium Health Resources, presented the annual report to the Board of Commissioners. He acknowledged Currituck County's Trillium Board members, Commissioner Selina Jarvis and citizen appointee Barbara Courtney, and used a powerpoint to review legislative, funding, and organizational changes implemented over the past year. Mr. Baker reviewed service statistics for the 26 county region, with 724 served in Currituck County. He introduced Currituck County's Assistance Coordinator, Tracy Webster, and he responded to questions posed by the Board related to medical plan selection processes, medical transports and associated costs, and the mental health assessment kiosk in the Barco Library. Mr. Baker said the kiosk was utilized, but it can be moved if there is a more accessible location.

PUBLIC HEARINGS

A. Public Hearing & Action: PB 18-27 University Park LLC:

APPLICATION SUMMARY	
Property Owner: University Park LLC 8648 Caratoke Highway Powells Point NC 27966	Applicant: House Engineering PC Bryan Sewell PO Box 466 Kitty Hawk NC 27949
Case Number: PB 18-27	Application Type: Land Use Plan Map Amendment
Parcel Identification Numbers: 0131-000-097A-0000 124J-000-OSP2-0000 0131-000-095A-0000 0131-000-095A-0000 124J-000-00B1 through 00B6-0000 124J-000-00C1 through 00C6-0000 124J-000-00D1 through 00D6-0000 124J-000-00E1 through 00E6-0000 124J-000-00F1 through 00F6-0000 124J-000-00G1 through 00G3-0000	Existing Use: Multi-family dwellings, office, warehouse, recreation, telecommunications tower
Land Use Plan Classification: Limited Services	Proposed Land Use Plan Classification: Full Service
Parcel Size (Acres): 25.857	Current Zoning: PD-M
Request: Amend future land use classification map from Limited Service to Full Service to allow an increase in density from 1.5 units per acre to 3 units per acre located at the University Park development.	

NARRATIVE

The property owner is requesting the Land Use Plan (LUP) Map amendment from Limited Service to Full Service to allow an increase in density from 1.5 units per acre to 3 units per acre. University

Park, Phase 2, has approval for 39 residential townhome units. The owner is approaching buildout of Phase 2 and every unit is either rented or under contract to be rented once the units receive a Certification of Compliance from the Building Inspector. The applicant states, "The proposed amendment to the LUP map will allow for needed affordable housing in southern Currituck County in a safe community that offers the residents amenities such as a community pool and clubhouse, basketball courts, tennis court, picnic area, and walking trails. It should be noted that there is currently a waiting list for these apartments. This also provides housing for local workers and people who want to reside close to the beach but prefer to live in Currituck County." Phase 3 of University Park was intended for future development with the desire to develop as 39 additional residential townhome units once the update to the 2006 Land Use Plan/Map, Imagine Currituck, was adopted that does allow for densities up to 3 units per acre in this location. Since the 2006 Land Use Plan Update, Imagine Currituck, is in the final review stage, the owner desires to move forward with the map amendment to the existing LUP.

This property is in the Point Harbor subarea of the 2006 Land Use Plan. The policy emphasis for the Point Harbor subarea is to allow portions of the area to continue to evolve as a full service community, but with better attention to the planning needed to protect residential areas and the natural features that make the area so attractive. Housing in the Point Harbor subarea should continue to reflect a range of housing types and prices with emphasis on single-family site built homes.

It should be noted that an existing full service designation is located approximately 825' north of this property. While a better planning practice is to have continuously designated property without the separation, staff finds this request acceptable since it is in line with the draft update to the 2006 Land Use Plan/Map, Imagine Currituck. Additionally there is a significant area of commercial development proposed within University Park along Caratoke Highway, which is compatible with the higher residential designation. Given these reasons and the fact that the update to the 2006 Land Use Plan allows for the requested density, the requested change in the 2006 LUP Map is appropriate.

Finally, should the LUP Map amendment be approved, the application must be reviewed and approved by the Division of Coastal management. The applicant must also follow through with an amended master plan, terms and conditions document, preliminary plat/use permit, and final plat.

COMMUNITY MEETING

The applicant held a community meeting on November 16, 2018 at the University Park clubhouse with approximately 20 people in attendance. Concerns were expressed over access to West Mobile Road, moving amenities, the undisturbed buffer, and the conflict with the farm/owners of the property to the rear.

STAFF NOTE: During the approval of the master plan for University Park, the Board of Commissioners prohibited a connection to West Mobile Road for the development. While the attached site plan is for reference purposes only, it shows a connection to West Mobile Road. To make this connection, the applicant must request an amendment to the master plan and that request must be approved by the Board of Commissioners.

APPLICANT'S STATEMENTS OF JUSTIFICATION FOR REQUEST

1. Will the proposed amendment support uses that are suitable in the view of the use and development of adjacent and nearby properties?
 - Yes, the property use does not change. The proposed amendment only changes the density from 1.5 units/acre to 3.0 units per acre.
2. Will the proposed amendment adversely affect the existing use or usability of adjacent or nearby properties?
 - No, the use of the property does not change.
3. Will the proposed amendment support uses that could result in an excessive or burdensome use of existing public facilities such as streets, schools, transportation facilities, or utilities?

- No. Septic is on-site. Power is on-site by Dominion Power. Waterlines are existing on-site and along Caratoke Highway. Based on existing usage, minimal impact on schools is expected. The property is bordered by Caratoke Highway (and Mobile Road* - see Conditions below) which provide safe ingress and egress to the property.
- 4. How does the proposed amendment conform to the recommendations of the Future Land Use Plan and any other applicable long range plans?
 - The proposed amendment changes the density from 1.5 units/acre to 3.0 units/acre with no change to the existing zoning or use.
- 5. Are there any existing or changing conditions affecting the use or development of the property which justifies either approval or disapproval of the request?
 - No change in the use.
- 6. Is there a public need for additional land space to be classified to this request?
 - Yes, the proposed amendment to the LUP allows for more housing variety in southern Currituck County.
- 7. How does this request relate to the land suitability analysis found in the Land Use Plan? Are there factors that have changed since the suitability analysis was completed?
 - No effect or change. The properties are listed as "highly suitable."
- Statement of how the Land Use Plan amendment otherwise advances public health, safety, and general welfare:
 - The proposed amendment to the LUP map will allow for needed affordable housing in southern Currituck County in a safe community that offers the residents amenities such as a community pool and clubhouse, basketball courts, tennis court, picnic area, and walking trails. It should be noted that there is currently a waiting list for these apartments. This also provides housing for local workers and people who want to reside close to the beach but prefer to live in Currituck County.

SURROUNDING PARCELS		
	LAND USE	LUP CLASSIFICATION
NORTH	RESIDENTIAL/COMMERCIAL	LIMITED SERVICE
SOUTH	RESIDENTIAL/COMMERCIAL	LIMITED SERVICE
EAST	WAREHOUSE/CULTIVATED FARMLAND	LIMITED SERVICE
WEST	RESIDENTIAL/AGRICULTURAL	LIMITED SERVICE

Staff recommends approval because of the following:

- The Future Land Use Map in the Draft 2006 Land use Plan Update, Imagine Currituck, shows this area at a density of up to three units per acre.
- The policy emphasis for the Point Harbor subarea is to allow portions of the area to continue to evolve as a full service community.

NOTE: During the approval of the master plan for University Park, the Board of Commissioners prohibited a connection to West Mobile Road for the development. While the attached site plan is for reference purposes only, it shows a connection to West Mobile Road. To make this connection, the applicant will have to request an amendment to the master plan and that request will have to be approved by the Board of Commissioners.

Planning Board recommends approval because of the following:

- The Future Land Use Map in the Draft 2006 Land use Plan Update, Imagine Currituck, shows this area at a density of up to three units per acre.
- The policy emphasis for the Point Harbor subarea is to allow portions of the area to continue to evolve as a full service community.

Planning Board Discussion 12/11/2018

Senior Planner, Tammy Glave presented the staff report. The property owner is requesting the Land Use Plan (LUP) Map amendment from Limited Service to Full Service to allow an increase in density from 1.5 units per acre to 3 units per acre. University Park, Phase 2, has approval for 39 residential townhome units. The owner is approaching buildout of Phase 2 and every unit is either rented or under contract to be rented once the units receive a Certification of Compliance from the Building Inspector. The proposed amendment to the LUP map will allow for needed affordable housing in Currituck County in a safe community. There is currently a waiting list for these apartments. This also provides housing for local workers and people who want to reside close to the beach but prefer to live in Currituck County. Phase 3 of University Park was intended for future development with the desire to develop as 39 additional residential townhome units once the update to the 2006 Land Use Plan/Map, Imagine Currituck, was adopted that does allow for densities up to 3 units per acre in this location. Since the 2006 Land Use Plan Update, Imagine Currituck, is in the final review stage, the owner desires to move forward with the map amendment to the existing LUP. Staff recommends approval as presented.

Mr. Craddock asked if CAMA would reject this plan. Mr. Glave said she did speak with Charlene Owens, the district representative for CAMA and she said if the Board of Commissioners approved this they typically follow their recommendations.

Bryan Sewell with House Engineering came before the board to represent the applicant. He said they did have a community meeting and their biggest concern was traffic on West Mobile Road. We tried to assure them that everything we will do is going to be done right and according to the rules and regulations from the governing entities.

Chairman Whiteman asked if anyone else would like to speak.

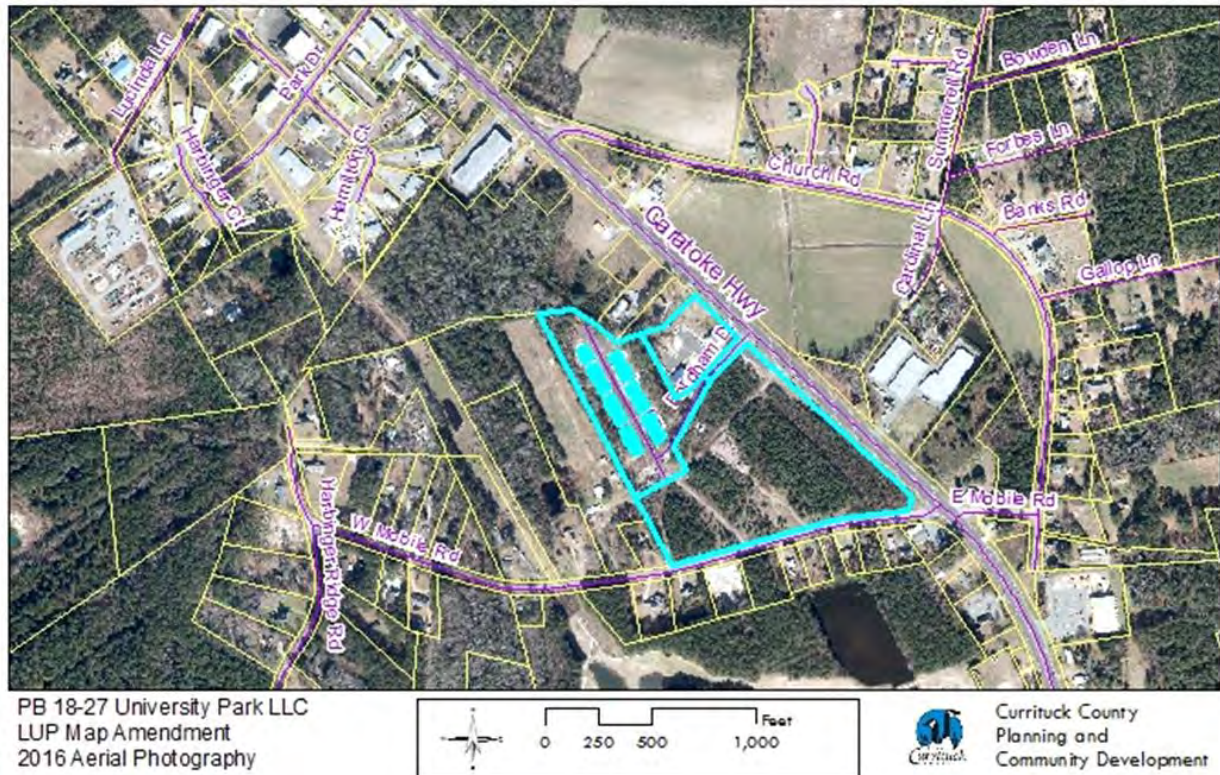
Emmett McMillan from West Mobile Road, Powells Point, came before the board. He said he is the largest property owner near this development. He spoke about ongoing concerns he has had with the applicant and his project. He spoke about the applicant being in violation of a current restriction and asked if this application can go further because of it. Chairman Whiteman said this is not the issue that is in front of this board tonight. Mr. McMillan continued to speak about problems he continues to have with the applicant and asked where the protection for the property owners beside this project is. He said he has to defend his property rights and he shouldn't have to from the beginning and asked how these issues can be fixed. He spoke about a basketball court that was put in that was not supposed to be since it was not in the original storm water project. He said the applicant is in violation and he cannot afford to fight anymore. He said he doesn't have the money, but the applicant does and his family has suffered because of these difficulties.

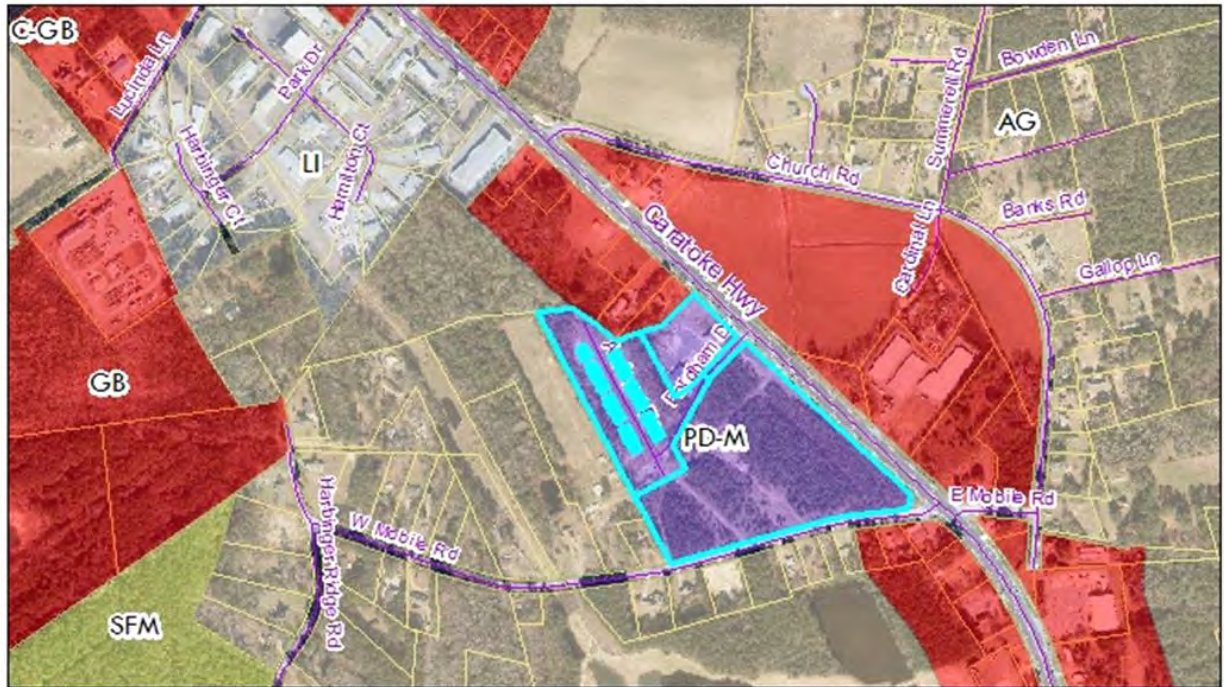
Mr. Craddock said he is sorry you have had these difficulties, but it sounds like you need to get an attorney or you may have a code enforcement issue, but this is not the issue at hand tonight. Mr. Craddock said they both need to talk to each other and work their issues out. Mr. Craddock asked Ms. Glave what is being done to rectify the issues that these two property owners are having, just for informational purposes. Ms. Glave said the Stormwater has to be inspected and completed at the state stormwater agency at the end of the project by that agency. They have one additional building to build. The basketball court, they did submit an amended plan that was approved by the Technical Review Committee. There is an undisturbed buffer that had some disturbance. There were some trees that fell down or may not have fallen down and the applicant added trees to replace the missing trees.

Ms. Higendorf asked if there were some things that are not being enforced that have to do with this application. Chairman Whiteman and Ms. LoCicero said these were two separate issues. Ms. Glave said if there are some potential violations they need to be turned into the Code Enforcement Officer.

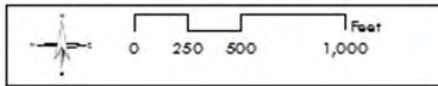
Mr. Ballance motioned to approve PB 18-27 University Park adjustment of the 2006 Land Use Plan since it is consistent with the use of the property.

Chairman Whiteman seconded the motion and the motion carried with 4 board members in favor and Ms. Overstreet as a nay.

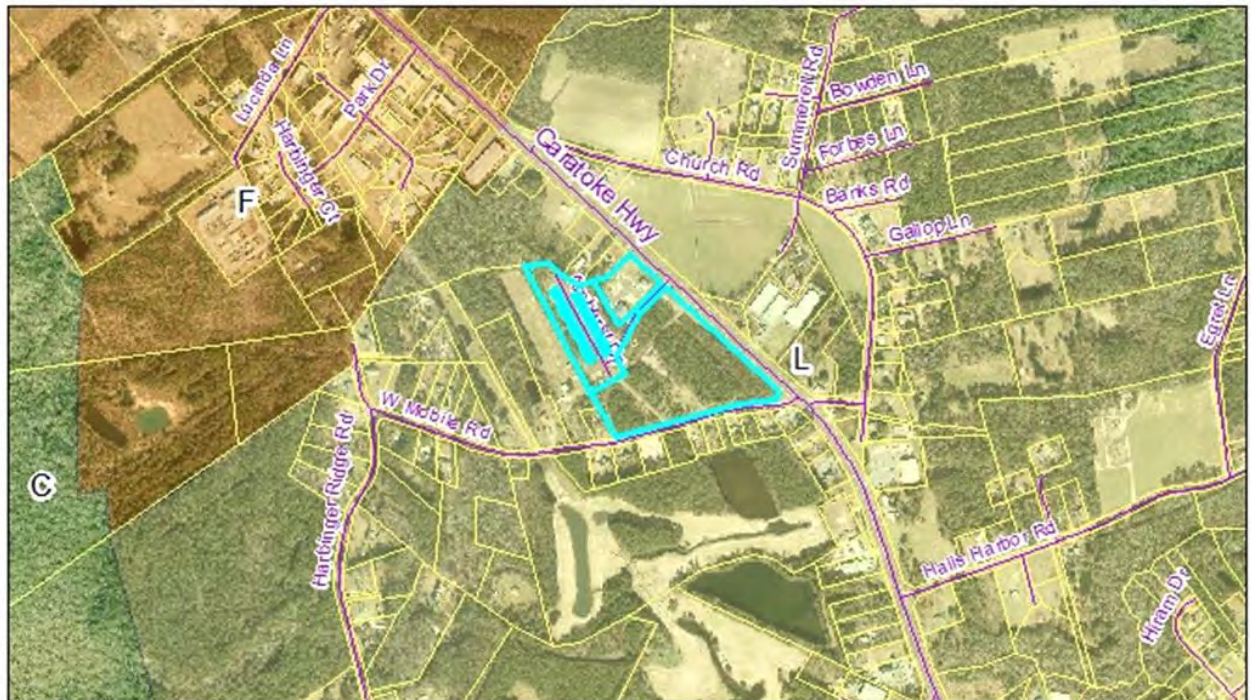




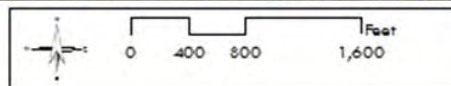
PB 18-27 University Park LLC
LUP Map Amendment
Zoning



Currituck County
Planning and
Community Development



PB 18-27 University Park LLC
LUP Map Amendment
LUP Land Use Classification



Currituck County
Planning and
Community Development

Communication: Minutes for March 18, 2019 (Approval Of Minutes for March 18, 2019)

At Chairman White's request, County Manager, Dan Scanlon, noted there has been some confusion with the item and explained the issue before the Board for consideration is an amendment to the Land Use Plan (LUP) to change the area's designation from limited service to full service. He said the county is in the process of updating the LUP and the updated map currently tracking through the state review process is in sync with the new designation being requested by the applicant. He said a site specific plan for construction would be brought back at a later date for board review and public comment.

Laurie LoCicero, Planning and Community Development Director, approached the Board and reviewed the request with the Board of Commissioners. She noted both staff and the Planning Board recommended approval and supporting county policies were reviewed. Ms. LoCicero and Mr. Scanlon responded to Board questions, and there was discussion as to confusion over what was before the Board due to the inclusion of a site plan in the agenda documents. Mr. Scanlon suggested it be ignored.

Bryan Seawell, House Engineering, addressed the Board on behalf of the applicant. He spoke in support of the request and presented a list of signatures from neighboring property owners who also support amending the LUP. Using a powerpoint Mr. Seawell presented information relative to the application and included a map of the area under consideration, reviewed the current Phase II project and, if approved, the process that will be followed for Phase III.

Commissioners had no questions for Mr. Seawell and Chairman White opened the Public Hearing.

Owner of University Park, LLC, Norm Bibeau, talked about the success of the project, and he asked the Board to support the request so they can move forward with the next phase.

Owners of a farm adjacent to University Park, Carry and Emmett McMillan, spoke to Commissioners. Ms. McMillan said she believes the process is being rushed and said she is unable to continue a pork product farming business due to being confronted as a nuisance by the applicant. She said she has tried to work with Mr. Bibeau, but he refuses to work with them. Emmett McMillan spoke to earlier phases of construction and initial concerns he expressed about their adjacent farm. He questioned the letters of support presented by Mr. Seawell, and said he is the majority owner of adjacent property. He discussed concerns associated with earlier phases of construction, violations of the permit by the applicant, and said he warned Commissioners when the project was initially approved that the development would not work with their adjacent farm. Mr. McMillan asked the Board to step back and fix what is wrong.

No others were signed up nor wished to speak. Chairman White closed the Public Hearing.

Commissioner Jarvis moved to approve PB 18-27, University Park, LLC, Land Use Plan Amendment because the request is consistent with the Land Use Plan because the future land use map in the draft 2006 Land Use Plan update, Imagine Currituck, shows this area at a density of up to three units per acre. The policy emphasis for Point Harbor sub-area is to allow portions of the area to continue to evolve as a full-service community. The request is reasonable and in the public interest because it addresses a community need for diversity in housing stock in lower Currituck.

The motion was seconded by Commissioner Owen Etheridge. The motion carried unanimously.

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

RECESS

Chairman White called a recess at 7:19 PM. The meeting was reconvened at 7:25

NEW BUSINESS

A. Amended Item: Resolution of Censure

Chairman White asked Commissioner Owen Etheridge if he would comment on the Resolution of Censure before the Board of Commissioners, which the Board was considering based on Commissioner Owen Etheridge's participation in a January 22, 2019, vote to approve a solar ordinance and allow solar as a use in Currituck County. Commissioner Owen Etheridge said he disagreed with the censure and that he voted on the zoning text amendment ordinance because the ordinance would benefit the county as a whole and affected every citizen in the county. He suggested the censure action may open others to censure, and suggested that property tax items could be deemed a conflict of interest.

Ike McRee, County Attorney, reviewed the General Statutes related to Commissioners voting on a zoning amendment and the individual circumstances and criteria that prohibits a Commissioner from voting on a zoning text amendment. He reviewed the January 22 meeting discussion and action included in the Resolution and responded to Board questions regarding the language in the General Statutes. Commissioners discussed the status of solar development on Commissioner Owen Etheridge's land, to which he said no money has exchanged hands and there is no signed contract. Board discussion continued, some of which revolved around recent ethics training attended by Commissioners, comments made by Commissioner Owen Etheridge's brother at the January 22 meeting, and a January meeting attended by Planning staff with a solar company for an initial review of plans for a solar project that illustrated solar array on property in which Commissioner Owen Etheridge has an interest.

Commissioner Mary Etheridge said Commissioners need to hold themselves to the highest standards of truthfulness, honesty and integrity so citizens will not lose confidence in the Board and believes Commissioner Owen Etheridge knew when he voted he would financially benefit. Commissioner Mary Etheridge moved to accept the Resolution of the Currituck County Board of Commissioners censuring Commissioner J. Owen Etheridge. Commissioner Beaumont seconded. The motion passed with a vote of 5-2. Commissioners J. Owen Etheridge and Kevin McCord voted against the motion.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS CENSURING COMMISSIONER J. OWEN ETHERIDGE

WHEREAS, N. C. Gen. Stat. §153A-340(g) provides that “[a] member of the board of county commissioners shall not vote on any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member; and

WHEREAS, the Code of Ethics for the Currituck County Board of Commissioners codified in Chapter 2, Article II, Division 3 of the Currituck County Code of Ordinances, (the “Code of Ethics”); and

WHEREAS, pursuant to Section 2-86 of the Code of Ethics, county commissioners should demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all their public activities in order to inspire public confidence and trust in county government. County commissioners should participate in establishing, maintaining, and enforcing, and should themselves observe, high standards of conduct so that the integrity and independence of their office may be preserved; and

WHEREAS, pursuant to Section 2-87 of the Code of Ethics a county commissioner is to avoid impropriety and the appearance of impropriety in all the county commissioner’s activities and further provides:

- (a) It is essential that county government attract those citizens best qualified and willing to serve. County commissioners have legitimate interests-economic, professional and vocational-of a private nature. County commissioners should not be denied, and should not deny to other county commissioners or citizens, the opportunity to acquire, retain and pursue private interests, economic or otherwise, except when conflicts with their responsibility to the public cannot be avoided. County commissioners must exercise their best judgment to determine when this is the case.
- (b) County commissioners should respect and comply with the law and should conduct themselves at all times in a manner that promotes public confidence in the integrity of the office of county commissioner and of county government.
- (c) County commissioners should not allow family, social, or other relationships to unduly influence their conduct or judgment and should not lend the prestige of the office of county commissioner to advance the private interests of others; nor should they convey or permit others to convey the impression that they are in a special position to influence them; and

WHEREAS, Section 2-90 of the Code of Ethics provides that:

- (a) County commissioners should inform themselves concerning campaign finance, conflict of interest and other appropriate state and federal laws and should scrupulously comply with the provisions of such laws.
- (b) County commissioners should refrain from financial and business dealings that tend to reflect adversely on the board or on county government or to interfere with the proper performance of official duties.
- (c) County commissioners should manage their personal financial interests to minimize the number of cases in which they must abstain from voting on matters coming before the board; and

WHEREAS, on the agenda for the January 22, 2019 regular meeting of the Currituck County Board of Commissioners was Item PB 17-14 Currituck County -Solar Text Amendment: Amendment to the Unified Development Ordinance Chapter 4: Use Standards, and Chapter 10: Definitions and Measurements, to add solar energy facilities as an allowable use in the county; and

WHEREAS, when Item PB-17-14 was called for public hearing the Chairman asked the County Attorney to explain the steps for determining whether a county commissioner might be prohibited from voting on a legislative zoning text amendment. Following the County Attorney’s explanation the Chair asked whether in light of the

County Attorney's comments any county commissioner needed to make a disclosure of interest in Item PB 17-14; and

WHEREAS, in response to the Chairman's query, Commissioner Mary Etheridge stated that years ago a solar company contacted her husband and brother-in-law regarding the lease of a piece of their land but that her husband and brother-in-law told the solar company they were not interested in leasing their land; and

WHEREAS, in response to the Chairman's query, Commissioner J. Owen Etheridge stated that "My family has had discussions with one of the solar companies about the possibility of a lease but nothing concrete" and following the public hearing voted with three other county commissioners to approve Item PB17-14 and solar arrays as an allowed use in the county ; and

WHEREAS, Currituck County public records show that Commissioner J. Owen Etheridge is an owner, with others, of property in Currituck County identified with Global Parcel Identification Numbers 8968-69-0149, 8968-02-9620, 8968-50-1414; and

WHEREAS, on February 1, 2019, ten days after the January 22, 2019 meeting of the Board of Commissioners, the Currituck County Planning Department received a pre-application meeting request from Sun Energy and a plat entitled in part "Shawboro East Ridge Solar, LLC, For 150 MW AC PV Power Plant In Shawboro, North Carolina" showing the location of a proposed solar array across various properties in Shawboro, North Carolina including those properties identified with Global Parcel Identification Numbers 8968-69-0149, 8968-02-9620, 8968-50-1414 owned by Commissioner J. Owen Etheridge with others; and

WHEREAS, the plat presented by Sun Energy contains an "original date" of February 19, 2015 and "latest revision date" of January 31, 2019; and

WHEREAS, it is apparent that on January 22, 2019 when Commissioner J. Owen Etheridge voted on Item PB17-14 it was reasonably likely that the outcome of the zoning text amendment to allow solar arrays as a use in Currituck County would have a direct, substantial, and readily identifiable financial impact on Commissioner J. Owen Etheridge; and

WHEREAS, by voting on Item PB17-14 at the January 22, 2019 meeting of the Board of Commissioners, Commissioner J. Owen Etheridge has acted contrary to the statute and Code of Ethics sections set forth above and his voting action places the zoning text amendment allowing solar arrays as a use in Currituck County, and permits issued for such projects under the zoning text amendment, at risk for invalidation should they be challenged.

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

Section 1. Commissioner J. Owen Etheridge is hereby censured and his action voting on Item PB17-14 at the January 22, 2019 meeting of the board is repudiated as not befitting a county commissioner bound to uphold the laws of the State of North Carolina and bound to follow the Code of Ethics.

Section 2. The Board of Commissioners is confident that this censure will be heeded by Commissioner J. Owen Etheridge to the end that Commissioner J. Owen Etheridge will be reminded to weigh carefully his responsibility to the citizens of Currituck County to at all times act in a manner that respects and promotes open government and the public's confidence in the integrity of the office of county commissioner and in county government.

Section 3. This resolution shall be spread upon the minutes of the Currituck County Board of Commissioners.

ADOPTED the _____ day of _____, 2019.

Bob White, Chairman
Board of Commissioners

ATTEST:

Communication: Minutes for March 18, 2019 (Approval Of Minutes for March 18, 2019)

Leeann Walton, Clerk to the Board

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

B) Board Appointments

1. Planning Board

Commissioner Owen Etheridge moved to appoint Juanita Krause to the Planning Board. The motion was seconded by Commissioner Payment and the nominee was approved unanimously.

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

2. Social Services Board

Commissioner Mary Etheridge moved to reappoint Margarette Etheridge to the Social Services Board. The motion was seconded by Commissioner Payment and passed unanimously.

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

C) Consent Agenda

Commissioner Mary Etheridge moved for approval of the Consent Agenda. The motion was seconded by Commissioner McCord. The motion passed unanimously.

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

1) Approval Of Minutes-March 4, 2019

1. Minutes for March 4, 2019

2. Master Fee Schedule Revision

Currituck County Master Fee Schedule									
Rate and Fee Schedule effective July 1, 2018									
Dept.	Description	Cost							
Airport	Concession Fees - Aviation Maintenance & Repair Services	\$75 annual							
Airport	Concession Fees - Based Charter Aircraft Travel Services	5% of booked fee	due on 10th following quarter end: Jan 10, Apr 10, Jul 10 & Sep 10						
Airport	Concession Fees - Banner Towing Operations	\$75 annual							
Airport	Concession Fees - Crop Dusting	\$300 annual							
Airport	Concession Fees - Flight Lessons two or more Currituck based aircraft	\$75 annual							
Airport	Concession Fees- Flight Lessons no Currituck based aircraft	\$300 annual							
Airport	Concession Fees- Flight Lessons one Currituck based aircraft	\$150 annual							
Airport	Concession Fees- Hang Gliding	\$7,000 annual							
Airport	Concession Fees - Rental Car Services	\$300 annual							
		annual, payable \$230 per month - Effective 8/1/2013							
Airport	Hangar leases, non-commercial	\$2,760							
Airport	Hangars, commercial A-5-T, A-11-T & Office space 2 combined	\$5,796 Effective 8/1/2013							
Airport	Hangars, commercial C-2, C-3, C-4, C-5	\$6,555 Effective 8/1/2013							
Airport	Hangars, commercial A-1-T, A-6-T & office space 1 combined	\$5,520 Effective 8/1/2013							
Airport	Hangars, commercial B-1-C & B-2-C	\$5,520 Effective 8/1/2013							
Airport	Hangars, commercial C-1	\$7,590 Effective 8/1/2013							
		Payments received after 10th of each month for each hangar and/or tie-down lease							
Airport	Late Fee	\$15							
Airport	Tie-down leases	\$10 per month							
Animal Services & Control	Adoption Fee- Dog	\$125							
Animal Services & Control	Adoption Fee- Cat	\$75							
Animal Services & Control	Reclaim Fee- 1st offense	\$25.00 + \$10.00 a day							
Animal Services & Control	Reclaim Fee- 2nd offense	\$50.00 + \$10.00 a day							
Animal Services & Control	Reclaim Fee- 3rd offense	\$75.00 + \$10.00 a day							
Animal Services & Control	Reclaim Fee- 4th offense	\$100.00 + \$10.00 a day							
Animal Services & Control	Rabies Shot at County Sponsored Rabies Clinics	\$10							
CCRC	Facility rental fees								
CCRC	Apartment	\$35 per night							
CCRC	Complete facility rental fee/Exclusive right to grounds	\$500 per day							
CCRC	Picnic Shelter- half day rental	\$25 per day/per room (up to 4 hours)							
CCRC	Picnic Shelter- full day rental	\$50 per day/per room (up to 8 hours)							
CCRC	Indoor Arena:								
CCRC		\$175 per weekend day							
CCRC		\$125 per week day							
CCRC	Hourly rental of indoor arena	\$25 per hour							
CCRC	Outdoor Arena:								
CCRC		\$125 per weekend day							
CCRC		\$100 per week day							
CCRC	Hourly rental of outdoor arena	\$25 per hour							
CCRC	Park Attendant	\$18 per hour - nights/weekends/holidays							
CCRC	Stall Rental:								
CCRC	Overtime, no event	\$35 per nights							
CCRC	With event	\$15 day stall							
CCRC		\$25 2 day show							
CCRC		\$30 3 day show							
CCRC	Shavings must be used with any stall rental. No one can stall a horse without shavings.								
CCRC	Shavings	\$7 per bag							
CCRC	RV/Camper Hook-up	\$25 per night							
CCRC	Weekend schooling (No event)	\$25 per hour							
CCRC	Vendor Hook-up	\$25 per day							
CCRC	Technology fee	\$50							
CCRC	Notary Fees								
CCRC	Official County business	No charge							
CCRC	Other	\$5 per document							
CCRC	Returned check/credit card/efit fee	\$25							
CCRC	CD: 911 Data	\$25							
Communications	911 Incident Report/911 Transcripts	\$1 per page							
Community Development	Central Permitting Fees:								
Community Development	New construction and additions	Residential Commercial \$0.30 per sf \$0.35 per sf							
Community Development	Alterations	\$0.15 per sf \$0.12 per sf							
Community Development	Cell Tower Evaluation	\$2,000 minimum; actual cost for more complex evaluations							

Communication: Minutes for March 18, 2019 (Approval Of Minutes for March 18, 2019)

Community Development	Chimney/Wood stove		\$35	\$50
Community Development	Decks		\$0.30 per sf	\$0.35 per sf
Community Development	Dune decks and walkways		\$0.30 per sf	\$0.35 per sf
Community Development	Demolition		\$35	\$75
Community Development	Detached Buildings		\$0.15 per sf	\$0.15 per sf
Community Development	Farm Building		N/A	\$0.35 per sf
Community Development	Fuel Pumps		N/A	\$50 per pump
Community Development	Gas (Propane/Natural)		\$50	\$100
Community Development	HVAC changeout (includes all trade permits)		\$35	\$50
Community Development	Insulation (new)		\$50	\$100
Community Development	Insulation (alteration)		\$25	\$50
Community Development	Metal Carport, pre-manufactured	Greater than 400 sq ft	\$50	\$100
Community Development	Mobile Homes		\$0.20 per sf	N/A
Community Development	Modulars		\$0.25 per sf	\$0.30 per sf
Community Development	P M E (New)		\$50 each	\$100 each/per suite
Community Development	P M E (Alterations)		\$25 each	\$50 each/ per suite
Community Development	Roofing (sheathing replacement)		\$50	\$50
Community Development	Roofing (shingles only)	Greater than 15,000 sq ft	\$35	\$50
Community Development	Solar array	\$50 base + \$0.20 per panel		\$200 base + \$0.20 per panel
Community Development	County, State, Federal, Non-profit		No fee	No fee
Community Development	Miscellaneous:			
Community Development	Bulkhead, Pier, Dock, Boatlift		\$50	\$100
Community Development	CAMA Minor Permit		\$100	\$100
Community Development	Elevator (includes trade permits)		\$75	\$150
Community Development	Fire Alarm		N/A	\$50
Community Development	Fire Sprinklers		\$50	\$100
Community Development	Historic Structure Application Fee		\$100	\$100
Community Development	Hot Tub (includes trade permits)		\$50	\$100
Community Development	Moving Permit		\$0.20 per sf	\$0.20 per sf
Community Development	Retaining wall		\$50 each	\$100 each
Community Development	Siding replacement >\$15,000 project cost	> \$15,000 project	\$50	\$75
Community Development	Swimming Pool (flat fee includes trade permits)		\$75	\$200
Community Development	Signs (on premise)		N/A	\$50 per sign
Community Development	Signs (off premise)		N/A	\$50 per sign
Community Development	Temporary Office		N/A	\$60
Community Development	Tents and Membrane Structures	Greater than 800 sq ft	\$50	\$50 per structure
Community Development	Towers			\$500 each
Community Development	Window, Door replacement >\$15,000 project cost	> \$15,000 project	\$50	\$75
Community Development	Wind Turbine		\$200 each	\$500 each
Community Development	Amusement rides, water slides		N/A	\$500 each ride
Community Development	Minimum permit fee		\$25	\$50
Community Development	Projects that do not fall within the categories above shall be figured on a cost of construction basis as follows:			
Community Development	\$1-\$5,000		\$50	\$100
Community Development	Over \$5,000		\$10 per \$1,000	\$20 per \$1,000
Community Development	Inspection Division Fees:			
Community Development	Re-inspection		\$50 per trip	\$50 per trip
Community Development	Working without a permit	Greater of \$50 or 25% of cost		\$100 or 25% of cost
Community Development	Private Schools/Daycare inspection		N/A	\$100
Community Development	ABC Inspections		N/A	\$100
Community Development	Commercial Exhaust Hoods		N/A	\$100 each
Community Development	Generators (includes trade permits)		\$100	\$200
Community Development	Home Occupations		\$50	NA
Community Development	Planning Division Fees:			
Community Development	Administrative Adjustment		\$100	\$100
Community Development	Clear-Cut Permit		\$50	\$50
Community Development	Minor Subdivision (Conventional)		\$25 per lot	\$25 per lot
Community Development	Private Access or Family Subdivision		\$50 per lot	N/A
Community Development	Sign Return Fee (Unlawfully placed signs)		\$25	\$25
Community Development	Site Plan - Major		N/A	\$0.02 sf gross floor area; \$50 minimum
Community Development	Site Plan - Minor		\$50	\$50
Community Development	Subdivision - Major	\$100 per lot/\$250 Amended Plat		\$100 per lot/\$250 Amended Plat
Community Development	Subdivision - Minor	\$50 per lot		\$50 per lot
Community Development	Temporary Use Permit		\$50	\$50
Community Development	Zoning/Flood determination letter		\$25	\$25
Community Development	Board of Adjustment Fees:			
Community Development	Appeal or Interpretation		\$150	\$150
Community Development	Variance		\$150	\$150
Community Development	Literature and Materials			
Community Development	Unified Development Ordinance (UDO)		\$30	\$30.00
Community Development	Land Use Plan		\$30	\$30.00
Community Development	Small Area Plans or Technical Documents		\$20	\$20.00
Community Development	Official Zoning Map (Copy)		\$10	\$10.00
Community Development	Planning Board			
Community Development	Conditional Rezoning		\$150 + \$5/acre	\$150 + \$5/acre
Community Development	Development Agreement		\$150 + \$5/acre	\$150 + \$5/acre
Community Development	Planned Development		\$300 + \$5/acre	\$300 + \$5/acre

Community Development	Text Amendment		\$150	\$150
Community Development	Land Use Plan Amendment		\$150	\$150
Community Development	Use Permit-or Amended Use Permit		\$150	\$150
Community Development	Zoning Map Amendment		\$150 + \$5/acre	\$150 + \$5/acre
Community Development	Public Copies - 1 sided		\$0	\$ 0.10
Community Development	Public Copies - 2 sided		\$0	\$ 0.15
Community Development	Public Copies color up the 8.5" X 14"		\$0	\$ 0.25
Community Development	Notary Fees			
Community Development	Official County business		No charge	No charge
Community Development	Other		\$5 per document	\$5 per document
Community Development	Returned check/credit card/eft fee		\$25	
Community Development	Note: Preliminary, amended preliminary, final and amended final plats will be assessed at \$33 per lot fee if the sketch plan was approved prior to March 3, 2003.			
Community Development	Beach Parking Permit - Seasonal/Non-resident		\$150	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day
Community Development	Beach Parking Permit - Seasonal/Resident Guest Pass - County address specific/not vehicle specific		\$150	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day
Community Development	Beach Parking Permit - 10 Day		\$50	10 days from date of permit - Nonresident
Community Development	Beach Parking Permit - Currituck Property Owners and Residents			
	Seasonal Pass with valid registration - 1 per vehicle		No charge	
	Seasonal Guest Permit - Two for each house located in Off-road area in a verified rental program		No charge	
	Seasonal Guest Permit - Two for each owner occupied FULL-TIME residence located in the off-road area		No charge	
Community Development	Outdoor Tour Operator License		\$950	per vehicle
Community Development	Technology fee		\$1 per permit	\$1 per permit
Cooperative Extension	Facility rental fees			
Cooperative Extension	Auditorium		\$500	per day
Cooperative Extension	Auditorium set up day		\$100	per event
Cooperative Extension	Conference Room		\$100	per day/per room
Cooperative Extension	Classrooms		\$50	per day/per room
Cooperative Extension	Custodian		\$20	per hour - nights/weekends/holidays
Cooperative Extension	Public Copies - 1 sided		\$0	
Cooperative Extension	Public Copies - 2 sided		\$0	
Cooperative Extension	Public Copies color up the 8.5" X 14"		\$0	per side
Cooperative Extension	Notary Fees			
Cooperative Extension	Official County business		\$0	
Cooperative Extension	Other		\$5	per document
Cooperative Extension	Returned check/credit card/eft fee		\$25	
Elections	Copies, color double sided		\$0	
Elections	Copies, color single sided		\$0	
Elections	Copies, standard letter or legal, per copy		\$0	
Elections	Diskette		\$10	
Elections	Labels, per label		\$0	Minimum \$.30
Elections	Print-out, per page		\$0	Minimum \$.25
EMS	Public Copies - 1 sided		\$0	
EMS	Public Copies - 2 sided		\$0	
EMS	Public Copies color up the 8.5" X 14"		\$0	per side
EMS	Notary Fees			
EMS	Official County business		\$0	no charge
EMS	Other		\$5	per document
EMS	Returned check/credit card/eft fee		\$25	
EMS	Stand-by events		\$50	hour
ITS	CD1: GIS data CD		\$50	
ITS	CD2: 2003, 2008, 2010 or 2012 Color Aerial Photography		\$100	per year requested
ITS	Copies, GIS Data, Laser 11 x 17 black and white		\$1	
ITS	Copies, GIS Data, Laser 11 x 17 color		\$2	
ITS	Copies, GIS Data, Laser 8 1/2 x 11 black and white		\$1	
ITS	Copies, GIS Data, Laser 8 1/2 x 11 color		\$1	
ITS	Copies, GIS Data, Laser 8 1/2 x 14 black and white		\$1	
ITS	Copies, GIS Data, Laser 8 1/2 x 14 color		\$2	
ITS	Copies, GIS Data, Plotter 20 x 24 up to 28 x 36		\$5	
ITS	Copies, GIS Data, Plotter Greater than 28 x 36 to 36 x 42		\$8	
ITS	Copies, GIS Data, Plotter Greater than 36 x 42		\$10	

ITS	Copies, GIS Data, Plotter less than 20 x 24		\$3	
ITS	Official Zoning Map		\$10	
ITS	CD3: 1995 Aerial Photography (black & white only)		\$50	
	Street Naming/Name Changing (payable to U.S. Sign Co.)		\$75	plus variable (Exception: Subdivisions created prior to 4/2/89 & sign never installed)
ITS	Books, Fines for Overdues		\$0	per day
Library	Copies, standard letter or legal, per copy		\$0	
Library	Fax - Incoming		\$1	
Library	Fax - Outgoing		\$3	plus \$1.00 each additional page
Mainland Water	3" Riser	Actual cost + 20%		
Mainland Water	6" Riser	Actual cost + 20%		
Mainland Water	Backhoe per hour	\$125		
Mainland Water	Bacteriological tests	\$50		
Mainland Water	Check Valve	Actual cost + 20%		
Mainland Water	Chloride tests	\$20		
Mainland Water	Ditch Witch per hour	\$125		
Mainland Water	ERT for Radio Read meter	Actual cost + 20%		
Mainland Water	Excavator per hour	\$125		
Mainland Water	Fire hydrant meter - Deposit	\$2,500		
Mainland Water	Fire hydrant meter setup fee	\$50		
Mainland Water	High-risk deposit (owner or renter)	\$200		or three months' billing of previous usage, whichever is greater
Mainland Water	Impact Fees for Centers of Worship	\$3,000		
Mainland Water	Impact Fee 3/4 inch Irrigation Meter	\$1,000		
Mainland Water	Impact Fee 1 inch Irrigation Meter	\$1,300		
Mainland Water	Impact Fees 3/4 inch	\$6,000		
Mainland Water	Impact Fees 1 inch	\$6,500		
Mainland Water	Impact Fees 2 inch	\$7,000		minimum - price quoted at time of application for 2" and larger
Mainland Water	Impact Fees 3 inch	\$7,500		"
Mainland Water	Impact Fees 4 inch	\$8,000		"
Mainland Water	Impact Fees 6 inch	\$8,500		"
Mainland Water	Impact Fees 6 inch Fire Service	\$6,000		
Mainland Water	Labor per man hour	\$60		
Mainland Water	Lid only	Actual cost + 20%		
Mainland Water	Lock	Actual cost + 20%		
Mainland Water	Meter	Actual cost + 20%		
Mainland Water	Meter accessibility charge	\$35		
Mainland Water	Meter Box	Actual cost + 20%		
Mainland Water	Meter tampering fee	\$75		
Mainland Water	Meter testing fee	\$50		If meter accurate
Mainland Water	Meter testing fee	No Charge		If more than 2.5% inaccurate
Mainland Water	Open/reopen/transfer account	\$25		
Mainland Water	Pipe pressure/leakage retest	\$150		
Mainland Water	Pipe pressure/leakage test	\$150		
Mainland Water	Reconnection fee (after cutoff for nonpayment)	\$50		8AM - 5PM
Mainland Water	Renter deposit	\$150		
Mainland Water	Reread meter - our reading correct	\$25		
Mainland Water	Reread meter - our reading incorrect	No Charge		
Mainland Water	Retro	Actual cost + 20%		
Mainland Water	Returned check fee	\$25		
Mainland Water	Road Bore	Actual cost + 20%		
Mainland Water	Special request meter reading	\$25		
Mainland Water	Turn on/off fee, per occurrence	\$25		Normal working hours
Mainland Water	Turn on/off fee, per occurrence	\$50		After normal working hours
Mainland Water	Union half with nut	Actual cost + 20%		
Mainland Water	Water Charge Fire Service (sprinkler systems)	Same as all other water consumption charges		
Mainland Water	Water Charge Local Government/Board of Education	Same as all other water consumption charges		
Mainland Water	Water Charge base 0-2000 gallons	\$20		month
Mainland Water	Water Charge up to 5000 gallons	\$5		per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 10,000 gallons	\$6		per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 15,000 gallons	\$7		per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 20,000 gallons	\$8		per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge all over 20,000 gallons	\$9		per 1000 gal./effective 7/1/2011
Mainland Water	Yoke	Actual cost + 20%		
Mainland Water	Yoke valve with meter nut	Actual cost + 20%		
Mainland Sewer	Tap Fee in Maple Commerce Park	\$7,700		per EDU (250 gpd)
Mainland Sewer	Tap Fee in Moyock	\$5,500		per EDU (250 gpd)
Mainland Sewer	Tap Fee in Walnut Island/Waterside Villages	\$4,500		
Mainland Sewer	Sewer Utility Charge	1.5x Water Usage Charge		\$30 minimum base rate
Mainland Sewer	Residential renter deposit	\$150		
Mainland Sewer	Residential renter deposit (High Risk)	\$200		3 months past usage with \$200 min
Mainland Sewer	Open/reopen/transfer account	\$25		
Mainland Sewer	Reconnection fee	\$50		
Mainland Sewer	Meter tampering fee	\$75		Min \$75 plus cost of damages
Parks & Rec	Knotts Island	\$200		per day

Parks & Rec	Maple Athletic Complex - Baseball/Softball Fields		\$200	per field/per day
Parks & Rec	Maple Athletic Complex - Soccer Fields		\$200	per field/per day
Parks & Rec	Maple Park		\$300	per day
Parks & Rec	Maple Skate Park		\$200	per day
Parks & Rec	Sound Park		\$500	per day
Parks & Rec	Veteran's Memorial Park		\$200	per day
Parks & Rec	Walnut Island Park		\$200	per day
Parks & Rec	Adult Softball (men and women)		\$200	per team
Parks & Rec	Youth Cheerleading		\$20	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Flag Football		\$20	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Soccer (Fall and Spring)		\$20	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Tackle Football		\$25	per child - No Maximum Fee
Parks & Rec	Youth T-Ball/Baseball/Softball		\$25	per child - \$35.00 (2 children) Maximum of \$50.00 for a family of 3 or more
Parks & Rec	Youth/Junior Basketball		\$20	per child - Maximum of \$40.00 per family
Parks & Rec	Tournament Admission Fees- Under 5	No Charge		
Parks & Rec	Tournament Admission Fees- Ages 6-12		\$3	
Parks & Rec	Tournament Admission Fees-13 and up		\$5	
Parks & Rec	Concessions	Cost + 100% to 300%		
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts		\$25	1/2 day - does not include staff, security or clean-up charges
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts		\$50	daily - does not include staff, security or clean-up charges
Parks & Rec	Field Set-up Fees - Baseball/Softball		\$20	per field - does not include staff, security or clean-up charges
Parks & Rec	Field Set-up Fees - Soccer		\$25	per field - does not include staff, security or clean-up charges
Parks & Rec	Park Picnic Shelter		\$25	per 1/2 day/\$50 daily
Parks & Rec	Parks			
Parks & Rec	Staff for Events (if required) - Park Attendant		\$18	per hour/per attendant
Parks & Rec	Staff for Events (if required) - Park Superintendent		\$18	per hour
Parks & Rec	Staff for Events (if required) - Recreation Director		\$28	per hour
Parks & Rec	Staff for Events (if required) - Recreation Specialist		\$18	per hour
Ocean Sands	Water rates - See Souther Outer Banks Water			Same as SOBWS rates
Ocean Sands	Sewer rate	\$7.95 base + 1.5x Water		Rate increase effective with billings on or after January 1, 2014
Ocean Sands	Sewer Tap Fee		\$450	
Ocean Sands	Water Tap 3/4 inch meter		\$2,000	
Solid Waste	Tipping Fees per ton for all solid waste that originates outside the County		\$83	per ton
Solid Waste	Tipping Fees per ton for mixed solid waste MSW		\$73	per ton
Register of Deeds	Birth or Death Amendments (preparation)		\$10	
Register of Deeds	Birth or Death Amendments, NC Vital Records		\$15	payable to N.C. Vital Records Section
Register of Deeds	Birth or Death Legitimations County		\$10	
Register of Deeds	Birth or Death Legitimations State (via check)		\$10	
Register of Deeds	Birth or Death Record, Certified Copy		\$10	
Register of Deeds	Birth, Delayed Birth Applications		\$20	
Register of Deeds	Copies, Certified 1st page		\$5	plus \$2.00 each page of document
Register of Deeds	Copies, Uncertified		\$0	
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page		\$1	
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax		\$1	
Register of Deeds	Copies, Uncertified Plats (18"x24")-per page		\$2	
Register of Deeds	Copies, Uncertified Plats (18"x24")-per page VIA Mail		\$3	
Register of Deeds	Copies, Uncertified VIA Mail		\$1	
Register of Deeds	Deeds of Trust and Mortgages		\$64	Minimum fee for pages 1-35
Register of Deeds	Deeds of Trust and Mortgages per page for pages over 35		\$4	
Register of Deeds	Deeds of Trust and Mortgages Additional (multi-instrument)		\$10	
Register of Deeds	Deeds of Trust and Mortgages Satisfaction/Cancellation		Free	
Register of Deeds	Highway Maps 1st page		\$21	
Register of Deeds	Highway Maps Additional Page(s)		\$5	
Register of Deeds	Highway Maps Certified Copy (per 1st page)		\$5	
Register of Deeds	Instrument, General		\$26	Minimum fee for pages 1-15
Register of Deeds	Instrument, General per page for pages over 15		\$4	
Register of Deeds	Instrument, General Additional (multi-instrument)		\$10	
Register of Deeds	Marriage License		\$60	
Register of Deeds	Marriage License Certified Copy		\$10	
Register of Deeds	Marriage License Corrections		\$10	
Register of Deeds	Notary Oath		\$10	
Register of Deeds	Plats 1st page (GS 161-10)		\$21	
Register of Deeds	Plats Additional Page(s)		\$21	

Communication: Minutes for March 18, 2019 (Approval Of Minutes for March 18, 2019)

Register of Deeds	Plats Certified Copy (per 1st page)		\$5	
Register of Deeds	Plats Certified Copy - each additional page after first page		\$2	
Register of Deeds	Uniform Commercial Code Fixture Filing Only 1-2 pages		\$38	
Register of Deeds	Uniform Commercial Code Fixture Filing Only 3-10 pages		\$45	
Register of Deeds	Uniform Commercial Code Fixture Filing Only over 10 pages		\$45	plus \$2.00 each additional page over 10
Register of Deeds	Excessive Recording Data - more than 20 distinct parties		\$2	each name over 20 - G.S. 161-10(a)(1)
Register of Deeds	Non-standard Fee		\$25	G.S. 161-14(b)
Soil Conservation	Soil surveys/publications		Free	
Sheriff	Peddler License initial fee		\$35	
Sheriff	Peddler License renewal fee		\$20	
Sheriff	Noise permits		\$25	
Sheriff	Adult Entertainment Business Permit - New		\$100	
Sheriff	Adult Entertainment Business Permit - Renew		\$50	
Sheriff	Copies		\$1	
Sheriff	CD - Detention Interviews		\$10	
Sheriff	Entertainer's License - New		\$50	
Sheriff	Entertainer's License - Renew		\$25	
Sheriff	Handgun Purchase Permit		\$5	
Sheriff	Concealed Weapon Permit - New		\$90	
Sheriff	Concealed Weapon Permit - Renew		\$80	
S Outer Banks Water	3" Riser		Actual cost + 20%	
S Outer Banks Water	6" Riser		Actual cost + 20%	
S Outer Banks Water	Backhoe per hour		\$125	
S Outer Banks Water	Excavator per hour		\$125	
S Outer Banks Water	Bacteriological tests		\$50	
S Outer Banks Water	Check Valve		Actual cost + 20%	
S Outer Banks Water	Chloride tests		\$20	
S Outer Banks Water	Ditch Witch per hour		\$125	
S Outer Banks Water	ERT for Radio Read meter		Actual cost + 20%	
S Outer Banks Water	Fire hydrant meter - Deposit		\$2,500	
S Outer Banks Water	Fire hydrant meter setup fee		\$50	
S Outer Banks Water	High risk deposit (owner or renter)		\$200	or three months' billing of previous usage, whichever is greater
S Outer Banks Water	Impact Fee 1 inch for Centers of Worship		\$3,000	
S Outer Banks Water	Impact Fee 3/4 inch Irrigation Meter		\$1,000	
S Outer Banks Water	Impact Fee 1 inch Irrigation Meter		\$1,300	
S Outer Banks Water	Impact Fee 3/4" Meter		\$6,000	
S Outer Banks Water	Impact Fee 1" Meter		\$6,500	
S Outer Banks Water	Impact Fee 2 inch		\$7,000	minimum - price quoted at time of application for 2" and larger
S Outer Banks Water	Impact Fee 3 inch		\$7,500	"
S Outer Banks Water	Impact Fee 4 inch		\$8,000	"
S Outer Banks Water	Impact Fee 6 inch		\$8,500	"
S Outer Banks Water	Impact Fee 6 inch Fire Services		\$6,000	"
S Outer Banks Water	Impact Fee standard 3/4" meter, commercial	VOH	\$1,000	
S Outer Banks Water	Impact Fee standard 3/4" meter, hotels/motels per two rooms	VOH	\$1,000	
S Outer Banks Water	Impact Fee standard 3/4" meter, laundry	VOH	\$1,000	per 3 machines
S Outer Banks Water	Impact Fee standard 3/4" meter, multifamily	VOH	\$1,000	(condos, cottage courts, apartments)
S Outer Banks Water	Impact Fee standard 3/4" meter, restaurants	VOH	\$1,000	Each habitable unit
S Outer Banks Water	Impact Fee standard 3/4" meter, sewer	VOH	\$700	per 16 seats or fraction thereof
S Outer Banks Water	Impact Fee standard 3/4" meter, single family residential	VOH	\$1,000	
S Outer Banks Water	Labor per man hour		\$60	
S Outer Banks Water	Lid only		Actual cost + 20%	
S Outer Banks Water	Lock		Actual cost + 20%	
S Outer Banks Water	Meter		Actual cost + 20%	
S Outer Banks Water	Meter accessibility charge		\$35	
S Outer Banks Water	Meter Box		Actual cost + 20%	
S Outer Banks Water	Meter tampering fee		\$75	
S Outer Banks Water	Meter testing fee		\$50	If meter accurate
S Outer Banks Water	Meter testing fee		No Charge	If more than 2.5% inaccurate
S Outer Banks Water	Open/reopen/transfer account		\$25	
S Outer Banks Water	Pipe pressure/leakage retest		\$150	
S Outer Banks Water	Pipe pressure/leakage test		\$150	
S Outer Banks Water	Reconnection fee (after cutoff for nonpayment)		\$50	8AM - 5PM
S Outer Banks Water	Renter deposit		\$150	
S Outer Banks Water	Reread meter - our reading correct		\$25	
S Outer Banks Water	Reread meter - our reading incorrect		No Charge	
S Outer Banks Water	Retro		Actual cost + 20%	
S Outer Banks Water	Returned check fee		\$25	
S Outer Banks Water	Road Bore		Actual cost + 20%	
S Outer Banks Water	Special request meter reading		\$25	

S Outer Banks Water	Turn on/off fee, per occurrence		\$25	Normal working hours
S Outer Banks Water	Turn on/off fee, per occurrence		\$50	After normal working hours
S Outer Banks Water	Union half with nut		Actual cost + 20%	
S Outer Banks Water	Water Charge - Pine Island Base Rate		\$30	month
S Outer Banks Water	Water Charge - Pine Island per 1,000 gallons		\$5	per 1000 gal
S Outer Banks Water	Water Charge Base Rate		\$20	month
S Outer Banks Water	Water Charge up to 5000 gallons, commercial		\$5	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 5000 gallons, residential		\$5	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 10,000 gallons, commercial		\$6	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 10,000 gallons, residential		\$6	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 15,000 gallons, commercial		\$7	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 15,000 gallons, residential		\$7	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 20,000 gallons, commercial		\$8	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 20,000 gallons, residential		\$8	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge all over 20,000 gallons, commercial		\$9	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge all over 20,000 gallons, residential		\$9	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Yoke		Actual cost + 20%	
S Outer Banks Water	Yoke valve with meter nut		Actual cost + 20%	
S Outer Banks Water	Pipe pressure/leakage retest		\$150	
Sr. Center	Deposit, Rental of Senior Center Space (Refundable)		\$100	
Sr. Center	Powells Point Bldg- Deposit		\$100	per event
Sr. Center	Powells Point Bldg- Rent		\$100	per event
Sr. Center	Fax - outgoing	\$2.50 first page	\$1.00	each additional page
Sr. Center	Fax - Incoming		\$1	
Sr. Center	Public Copies - 1 sided		\$0	
Sr. Center	Public Copies - 2 sided		\$0	
Sr. Center	Notary Fees			
Sr. Center	Official County business		\$0	
Sr. Center	Other		\$5	per document
Sr. Center	Returned check/credit card/eft fee		\$25	
Tax	Public Copies - 1 sided		\$0	
Tax	Public Copies - 2 sided		\$0	
Tax	Public Copies - Color (Up to 8.5" X 14")		\$0	per side
Tax	Public Copies - Color (11" x 17")		\$1	per side
Tax	Labels, per label		\$0	Minimum \$10.00
Tax	Aerial Tax Maps		\$8	
Tax	Subdivision Tax Maps		\$3	per sheet
Tax	Street Atlas		\$8	
Tax	Returned check/credit card/debit card/EFT/ACH fee		\$0	Payment for Taxes; Minimum \$25.00
Tax	Returned check/credit card/debit card/EFT/ACH fee		\$25	G.S. 105-357(b)(2)
Tax	Property Record Card		\$1	All other than taxes
Tourism	Heritage Festival - BBQ Contest Registration		\$300	each
Tourism	Heritage Festival - Rodeo admission - Ages 13+	\$15 Adv/\$20 Day of Event		per team - includes RV hookup fee
Tourism	Heritage Festival - Rodeo admission - Ages 6-12	\$10 Adv/\$15 Day of Event		
Tourism	Heritage Festival - Rodeo admission - Ages 0-5	No Charge		
Tourism	Heritage Festival - Rodeo admission - Family (2 Adult/2 Under 12)		\$45	Advance sales only
Tourism	Heritage Festival - Rodeo admission - BBQ Participants		\$10	Advance sales only
Tourism	Legacy Tours Whalehead Ages 0-5		No charge	
Tourism	Legacy Tours Whalehead Ages 6-12		\$5	
Tourism	Legacy Tours Whalehead Ages 13-54		\$7	
Tourism	Legacy Tours Whalehead Ages 55+		\$5	
Tourism	Legacy Tours Whalehead Active Military		\$5	
Tourism	Legacy Tours Wounded Warrior		No charge	
Tourism	Legacy Tours Whalehead Group Student		\$3	Coordinator/Bus Driver No charge
Tourism	Legacy Tours Whalehead Group Adult		\$5	Coordinator/Bus Driver No charge
Tourism	Specialty Tours		TBD	Based on type of Tour and Resources
Tourism	Whalehead Wednesday		\$15	involved
	Events requiring tent rentals or other structures on grounds must be rented for the day before, day of and day after event.			Price includes wine tasting and glass
Tourism	Grounds Rental - Primary Site (N Lawn/S Lawn/Point)		\$750	
Tourism	Grounds Rental - Secondary Site		\$400	
Tourism	Grounds Rental - Picnic Shelter		\$50	
Tourism	Grounds Rental - Gazebo		\$150	
Tourism	Grounds Rental - Side Porch		\$50	
Tourism	Grounds Refundable Security Deposit		\$750	
Tourism	Picnic Shelter Refundable Security Deposit		\$25	
Tourism	Golf Cart Rental per 8 hours		\$300	each per day
Tourism	Tourism and Whalehead \$0.00 - \$6.99 our cost retail merchandise			Cost + 100%
Tourism	Tourism and Whalehead \$7.00 - \$10.99 our cost retail merchandise			Cost + 50%
Tourism	Tourism and Whalehead \$11.00 - \$19.99 our cost retail merchandise			Cost + 35%

Tourism	Tourism and Whalehead \$20.00 & up our cost retail merchandise			Cost + 25%
Tourism	Vendor Booth Fee		No Charge - Currituck County Property Owner	
Tourism	Vendor Booth Fee		\$25 - Out of County Resident/Business	
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours		\$400	per month for June, July & August
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours		\$250	per month January - May and September - December
Tourism	Historic Corolla Park Usage- for businesses needing the Park 1 day a week or less		\$50	per day for all months
Other	Notary Fees		Free	Official County Business
Other	Notary Fees		\$5	Other than County Business
Other	Returned Check Fee		\$25	
NOTES:				
Occupancy Tax and Sales Taxes will be charged if applicable.				
All Water Systems	3/4" irrigation meter \$1,000 and 1" irrigation meter \$1,300 are available to any customer with an existing paid tap.			
Mainland Water	Water Charge: Commercial master meter accts charged at above rates per unit served. Hotels and motels: Four rooms equal one commercial master meter billing unit.			
Mainland Water	Impact Fees: All installation costs for labor, materials and equipment shall be paid by the owner/developer/purchaser.			
Mainland Water	Subdivisions with active sketch plan approval prior to July 1, 2007 included on attached list will be assessed impact fees at the rate in effect on June 30, 2007 until June 30, 2009. Beginning July 1, 2009 any subdivisions that have not paid the fees will be charged the rate in place at this time of payment.			
Inspections	Movable agricultural buildings occupied for farm purposes shall be exempt from fees prescribed above.			
Inspections	*Alterations include work within existing structures and upgrading existing service do not include additions, new construction, providing power to structures not previously having power, or new service to existing buildings.			
Planning	Preliminary, amended preliminary, final, and amended final plats will be assessed a \$33.00 per lot fee if the sketch plan was approved prior to March 3, 2003.			
Revised this 18th day of March 2019.				

3. Trillium Quarterly Report and Audit

CLOSED SESSION

1. Amended: Closed Session Pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters

Chairman White moved to enter Closed Session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters. The motion was seconded by Commissioner Mary Etheridge. The motion passed unanimously and the Board entered Closed Session at 7:55 PM.

Communication: Minutes for March 18, 2019 (Approval Of Minutes for March 18, 2019)

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

ADJOURN

Motion to Adjourn Meeting

The Board returned from Closed Session and had no further business. Commissioner Mary Etheridge moved to adjourn. Commissioner Jarvis seconded, the motion passed unanimously, and the meeting of the Board of Commissioners concluded at 8:33 PM.

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

**RESOLUTION
SUPPORTING THE USE OF HIGH IMPACT/LOW COST FUNDING
FOR
WHALEHEAD SUBDIVISION/BONITO STREET DRAINAGE PROJECT**

WHEREAS, the Department of Transportation (DOT), through their High Impact/Lost Cost Program, is proposing to provide \$500,000 in funding to financially participate in the Whalehead Subdivision/Bonito Street Drainage Project.

WHEREAS, the Whalehead Subdivision has been affected by flooding issues on Bonito Street for years and have sent their tax funds in preparing studies to resolve the issue. The studies have recommended a groundwater lowering system be installed similar to the remaining streets in the Whalehead Subdivision. In that Bonito Street is a DOT maintained street; funding assistance has been requested from DOT to implement the groundwater lowering system solution.

WHEREAS, DOT will participate in the project if they receive the funding in the next budget cycle. As such, Currituck County and DOT will need to enter into an Agreement to set up the project and funding mechanism if funding is solidified in the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners support the proposed drainage improvements to the Whalehead Subdivision/Bonito Street Drainage Project and requests DOT to move forward to secure funding for the project.

Adopted this 1st day of April, 2019.

CURRITUCK COUNTY BOARD OF COMMISSIONERS

BY: _____
Bob White, Chairman

ATTEST: _____
Leeann Walton, Clerk to the Board

**CURRITUCK COUNTY BOARD OF COMMISSIONERS
CURRITUCK COUNTY, NORTH CAROLINA**

**RESOLUTION TO APPROVE
ACTIVITY BUS LEASE-PURCHASE AGREEMENT
FOR CURRITUCK COUNTY SCHOOLS**

WHEREAS, the Currituck County Board of Education wishes to enter into a lease-purchase agreement to acquire activity buses to be used for public school purposes; and

WHEREAS, the proposed agreement will require the Board of Education to pay White/Herring Tractor and Truck, LLC, and/or its assignee, BMO Harris Bank, N.A., the advance charges and lease-purchase rent payments over a four-year term as described in the attached contract documents, marked "Exhibit A"; and

WHEREAS, the proposed agreement is a continuing contract for capital outlay subject to the requirements of N.C. Gen. Stat. §§ 115C-441(c1) and 115C-528, including approval of the Currituck County Board of Commissioners; and

WHEREAS, the Currituck County Board of Commissioners supports the Currituck County Board of Education's acquisition of said activity buses with capital outlay funds appropriated to the Currituck County Board of Education in the ordinary course of business.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that in accordance with N.C. Gen. Stat. §§ 115C-441(c1) and 115C-528, the Currituck County Board of Commissioners agrees to appropriate sufficient funds to the Currituck County Schools Board of Education in ensuing fiscal years to meet the Currituck County Board of Education's fiscal obligations under the proposed agreement. Said funds shall be a part of, and not in addition to, any regular appropriations made to the Currituck County Board of Education by the Currituck County Board of Commissioners in each fiscal year, and the Currituck County Board of Commissioners shall not, by virtue of adopting this resolution, be obligated to increase its annual appropriations to the Currituck County Board of Education.

Adopted and resolved, this the 1st day of April, 2019, by the Currituck County Board of Commissioners.

Bob White, Chairman
Currituck County Board of Commissioners

Leeann Walton, Clerk
Currituck County Board of Commissioners



Navistar Capital
110 E. Irving Park Road, 4th Floor
Roselle, IL 60172
P : 877-450-7579
W : navistarcapital.com

July 11, 2018

White/Herring Tractor and Truck, LLC

Dear Mark Hunt:

Navistar Capital, a BMO Financial Group program, is pleased to submit the following municipal lease financing proposal for your consideration:

PROPOSED MUNICIPAL LEASE FINANCING

Lessor: White/Herring Tractor and Truck, LLC
Lessee: Currituck County School District
Assignee: BMO Harris Bank N.A., an affiliate or its assigns ("Bank")
Transaction Type: Municipal Lease, \$1.00 Buy Out
Equipment Description: (4) New 2019 IC 72 Passenger Activity Buses @ \$352,134 less \$50,000 = \$302,134.00 to finance
Delivery & Acceptance Date: On or before 3rd Quarter 2018

Lease Quote:

Equipment Cost	Lessee's Rate	Estimated Payment	Payment Frequency	Term / Years	Total Payments	Advance / Arrears
\$302,134.00	4.75%	\$84,711.10	Annual	4	4	Advance

Administrative Fee: \$150.00

Insurance: Lessee shall be required to purchase and maintain property and liability insurance satisfactory to Bank.

Indexing: The Lessee's Rate and Estimated Payment set forth above are good for thirty (30) days from the date of this proposal. The Lessee's Rate and Estimated Payment are only indicative of today's pricing and after thirty (30) days, pricing may be adjusted by Bank at its sole discretion for any reason, in any amount and at any time prior to the execution of the lease documents.

This proposal is valid until the close of business 30 days from the date hereof. This proposal does not create any binding legal obligation on the part of either party, and satisfaction of any condition or requirement with respect to the proposed Transaction, without execution by Lessee and Lessor of a definitive agreement for the Transaction (which may be withheld by either party in its sole discretion and for any reason) and disbursement of funds by Bank (which may be withheld by Bank in its sole discretion and for any reason), will not be deemed to create any binding legal obligation on the part of either party. This proposal is not a commitment on the part of Bank. As you know, this proposal is delivered to you at a time when we have not undertaken our full business, credit and legal due diligence and analysis nor obtained the approval of our internal credit authorities and, accordingly, we must emphasize that this letter is to be used as a basis for continued discussion and does not constitute a commitment of, nor shall it be deemed to obligate, us or our affiliates, in any manner whatsoever; it being understood that this proposal may be modified, terminated and/or subject to additional terms and conditions not set forth herein as a result of our continuing due diligence (including our review of any request for proposal issued by Lessee), changes in the Equipment, changes in market conditions, changes in applicable laws, and changes to the business, operations, prospects or condition (financial or otherwise) of Lessee. Without limiting the foregoing, the proposed transaction will be subject to additional conditions that are typical for transactions of this type. This proposal does not create a binding legal obligation on the part of either party, and the terms and conditions of this proposal may change due to changes in Equipment Cost and other factors. We do not communicate commitments orally, and you should not rely on any oral communication of commitment. This proposal supersedes all prior discussions, writings, indications of interest and proposals previously delivered to you, with respect to the financing proposed herein. This proposal is confidential and may not be disseminated to third parties. Nothing contained herein constitutes tax, accounting, financial or legal advice by us or any of our employees to any person.

Navistar Capital, a BMO Financial Group program, welcomes the opportunity to provide White/Herring Tractor and Truck, LLC with this proposal. Should you have any questions, please do not hesitate to contact me.

IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH BANK

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents. You shall comply with all laws, rules and regulations applicable to you, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

Sincerely,

Lisa Wayman
BMO Transportation Finance – Navistar Capital
Senior Program Manager
T: 630-980-2717
C: 224-567-9902
E: lisa.wayman@bmo.com



Navistar Capital
110 E. Irving Park Road, 4th Floor
Roselle, IL 60172
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W : navistarcapital.com

July 11, 2018

White/Herring Tractor and Truck, LLC

Dear Mark Hunt:

Navistar Capital, a BMO Financial Group program, is pleased to submit the following municipal lease financing proposal for your consideration:

PROPOSED MUNICIPAL LEASE FINANCING

Lessor: White/Herring Tractor and Truck, LLC
Lessee: Currituck County School District
Assignee: BMO Harris Bank N.A., an affiliate or its assigns ("Bank")
Transaction Type: Municipal Lease, \$1.00 Buy Out
Equipment Description: (3) New 2019 Collins Activity Buses with 2 @ \$59,721 & 1 @ \$66,268 = \$185,710 less \$50,000.00 = \$135,710 to Finance
Delivery & Acceptance Date: On or before 3rd Quarter 2018

Lease Quote:

Equipment Cost	Lessee's Rate	Estimated Payment	Payment Frequency	Term / Years	Total Payments	Advance / Arrears
\$135,710.00	4.75%	\$38,049.82	Annual	4	4	Advance

Administrative Fee:

\$150.00

Insurance:

Lessee shall be required to purchase and maintain property and liability insurance satisfactory to Bank.

Indexing:

The Lessee's Rate and Estimated Payment set forth above are good for thirty (30) days from the date of this proposal. The Lessee's Rate and Estimated Payment are only indicative of today's pricing and after thirty (30) days, pricing may be adjusted by Bank at its sole discretion for any reason, in any amount and at any time prior to the execution of the lease documents.

This proposal is valid until the close of business 30 days from the date hereof. This proposal does not create any binding legal obligation on the part of either party, and satisfaction of any condition or requirement with respect to the proposed Transaction, without execution by Lessee and Lessor of a definitive agreement for the Transaction (which may be withheld by either party in its sole discretion and for any reason) and disbursement of funds by Bank (which may be withheld by Bank in its sole discretion and for any reason), will not be deemed to create any binding legal obligation on the part of either party. This proposal is not a commitment on the part of Bank. As you know, this proposal is delivered to you at a time when we have not undertaken our full business, credit and legal due diligence and analysis nor obtained the approval of our internal credit authorities and, accordingly, we must emphasize that this letter is to be used as a basis for continued discussion and does not constitute a commitment of, nor shall it be deemed to obligate, us or our affiliates, in any manner whatsoever; it being understood that this proposal may be modified, terminated and/or subject to additional terms and conditions not set forth herein as a result of our continuing due diligence (including our review of any request for proposal issued by Lessee), changes in the Equipment, changes in market conditions, changes in applicable laws, and changes to the business, operations, prospects or condition (financial or otherwise) of Lessee. Without limiting the foregoing, the proposed transaction will be subject to additional conditions that are typical for transactions of this type. This proposal does not create a binding legal obligation on the part of either party, and the terms and conditions of this proposal may change due to changes in Equipment Cost and other factors. We do not communicate commitments orally, and you should not rely on any oral communication of commitment. This proposal supersedes all prior discussions, writings, indications of interest and proposals previously delivered to you, with respect to the financing proposed herein. This proposal is confidential and may not be disseminated to third parties. Nothing contained herein constitutes tax, accounting, financial or legal advice by us or any of our employees to any person.

Navistar Capital, a BMO Financial Group program, welcomes the opportunity to provide White/Herring Tractor and Truck, LLC with this proposal. Should you have any questions, please do not hesitate to contact me.

IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH BANK

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents. You shall comply with all laws, rules and regulations applicable to you, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

Sincerely,

Lisa Wayman
BMO Transportation Finance – Navistar Capital
Senior Program Manager
T: 630-980-2717
C: 224-567-9902
E: lisa.wayman@bmo.com



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

(Date)

(Signature)

MASTER VEHICLE LEASE AGREEMENT (STATE AND LOCAL GOVERNMENT)

THIS MASTER VEHICLE LEASE AGREEMENT (STATE AND LOCAL GOVERNMENT) (this "Agreement") is made as of **APRIL 1, 2019** by and between **WHITE HERRING TRACTOR AND TRUCK LLC**, its successors, endorsees, and assigns ("Lessor") with a place of business located at **7045 ALBERT PICK RD, GREENSBORO, NC, 27409** and **CURRITUCK COUNTY BOARD OF EDUCATION** ("Lessee"), a governmental entity whose principal business location is **2958 CARATOKE HIGHWAY, CURRITUCK, NC, 27929**. As used in this Agreement, "Schedule 'A'" means any Schedule A signed by Lessor and Lessee that incorporates the terms of this Agreement, each of which will constitute a separate Lease (a "Lease").

IN CONSIDERATION of the mutual covenants hereinafter contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one or more vehicles as shall from time to time be described in Schedule "A" executed by Lessor and Lessee, for the rental and lease term and upon the terms and conditions set forth below:

1. LEASE. This Agreement is a contract of leasing only and shall consist of the general terms and conditions stated herein which shall be applicable to every Vehicle leased under any Schedule "A" which may hereafter be executed by Lessor and Lessee describing certain Vehicles either individually or as a class and the specific terms for each. Without limiting the generality of the above, it is agreed that the terms hereof may be changed for specific Vehicles by the Schedule "A" relating thereto. Notwithstanding anything to the contrary in this Agreement or any Schedule "A", Lessor has no obligation to execute any Schedule "A" and Lessee acknowledges and agrees that the lease by Lessor of any Vehicle under one Schedule "A" shall not obligate Lessor to lease any other Vehicle under any additional Schedule "A". Wherever used herein, the term "Vehicle" or "Vehicles" shall mean such automobiles, trucks and other vehicles and trailers as are leased hereunder from time to time, together with all additional equipment and accessories thereon. Lessee is solely responsible for the use, maintenance, operation and storage of the Vehicles. Lessee shall at all times, and at its sole expense and cost, keep the Vehicle(s) free from all levies, attachments, liens and encumbrances and other judicial process other than those arising solely from acts of Lessor. Lessee shall give Lessor immediate written notice of any action taken by a third party which may jeopardize Lessor's rights in any Vehicle and, to the extent permitted by law, shall indemnify and hold Lessor harmless from any loss or damages caused thereby.

2. RENT.

(a) Lessee agrees to pay Scheduled Rental for each Vehicle in the amounts stated in the Schedule "A" applicable to such Vehicle.

(b) In addition to the Scheduled Rental, Lessee shall pay to Lessor upon demand and as Additional Rent all other charges payable by Lessee, which have been paid by Lessor. Lessee also agrees to pay to Lessor, at the time each Vehicle is delivered, the amount of any Advance Rentals noted in the Schedule "A" applicable to such Vehicle. All Advance Rentals shall be held by Lessor and, provided Lessee is not in default, applied first to the payment of the initial Scheduled Rentals which are due for the Vehicle to which they relate, and then to the payment of the last Scheduled Rentals which are due. If Lessee is in default Lessor may apply the Advance Rentals to any of Lessee's obligations hereunder as Lessor in its sole discretion may determine. No interest shall accrue to Advance Rentals.

(c) Scheduled Rental and all other amounts owing by Lessee shall be paid to Lessor at its address stated on page one hereof or at such other place as Lessor shall hereafter notify Lessee in writing (the "Payment Address"). For each Billing Period or more frequently as Lessor may elect, Lessor will render or otherwise make available to Lessee statements of the amounts payable on all Vehicles under a Lease, including Scheduled Rental and, if applicable, Additional Rent and other sums, if any, covered by such statements. The Scheduled Rental for each Vehicle shall be due on the Payment Date set forth in Schedule "A", which unless otherwise provided shall be the first day of each Billing Period and Lessee shall pay Lessor such amount, each Billing Period in advance or arrears, as set forth in Schedule "A", whether or not Lessee received a statement for such amount. If the delivery date of a Vehicle is other than the first day of a Billing Period and unless otherwise provided in Schedule "A", the first full Scheduled Rental for each such Vehicle will begin as of the first day of the next succeeding Billing Period and Lessee will pay Lessor the Scheduled Rental on a daily-prorated basis for the Billing Period in which delivery occurs. Additional Rent and other sums, if any, covered by a statement for any Billing Period shall be due, and Lessee shall pay Lessor such amounts, within ten (10) days after delivery of any such statement. Except as provided in Section 29, Lessee shall make payment in all instances in immediately available funds without abatement, off-set or counterclaim arising out of any circumstance whatsoever. Lessee hereby waives any and all existing or future claims of off-set against the Scheduled Rentals and Additional Rents due hereunder, and agrees to make such payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf.

(d) For each Scheduled Rental or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1-1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Scheduled Rental or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect. All payments made by Lessee to Lessor with reference to a Lease may be applied by Lessor to late charges, to Additional Rent and any other fees or other amounts payable hereunder or under any other agreement, and to the Scheduled Rental payments, in any order and manner selected by Lessor in its sole and absolute discretion.

3. TERM. The term of each Lease is specified in the applicable Schedule "A" (the "Lease Term"). The Lease Term shall

commence on the earliest of (i) the Commencement Date noted in the Schedule "A" relating to such Vehicle, (ii) the date when such Vehicle is delivered to Lessee or (iii) forty-eight (48) hours after Lessee has been notified, orally or in writing, that the Vehicle is ready for delivery (the "Delivery Date"). Lessor's failure to deliver vehicles at the time and places specified, by reason of labor disorders or any other circumstances or events beyond the control of Lessor, shall not impute liability of any kind to Lessor.

4. CANCELLATION. This Agreement may be cancelled by either party regarding Vehicles not then ordered or under lease by giving written notice thereof to the other party at least five (5) days in advance of the proposed cancellation date. After the giving of such notice no additional or replacement vehicles will be delivered for lease hereunder. Notwithstanding expiration, cancellation or termination, all of the provisions of this Agreement and each Schedule "A" shall continue in full force and effect with respect to each Vehicle then ordered pursuant to a request of Lessee or then under lease until the end of the Lease Term for such Vehicle as provided in Section 3 hereof. Lessee may terminate a Lease at any other time only as provided in Section 29.

5. USE. Use of Vehicles is permitted only for lawful purposes and only in the United States. No Vehicle shall be used for transportation of passengers or of material designated as extra-hazardous, radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdiction where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits) and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of the lesser of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law. Lessee shall comply with all laws, rules and regulations applicable to Lessee, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

6. FEES, TAXES AND CHARGES. Fees, taxes, Governmental Assessments and Charges (including interest and penalties thereon) of whatsoever nature, by whomsoever payable, (other than federal, state or local taxes levied on the net income of Lessor) levied, assessed or incurred during the entire term of a Lease in connection with the Vehicles including, but not limited to, the titling and registration of the Vehicles in all required jurisdictions and the purchase, sale, ownership, rental, use, inspection and operation thereof, shall be paid by Lessee. In the event any of said fees, taxes, governmental assessments and charges (including, without limitation, fines for or costs related to traffic violations, speeding tickets, or similar infractions) have been paid by Lessor, or if Lessor is required to collect or pay any thereof, Lessee shall reimburse Lessor therefor, upon demand, as Additional Rent, to the end that Lessor shall receive the rental as provided in Section 2 hereof as a net return on the Vehicles. Together with such Additional Rent, Lessee shall also pay any applicable administrative fee relating to the payment of such fines, assessments or other charges that Lessor may establish from time to time. Lessee shall file, in form satisfactory to Lessor and before the due date thereof, all required tax returns and reports concerning the Vehicles with all appropriate governmental agencies and to mail a copy thereof, together with evidence of payment, to Lessor concurrently with the filing thereof. In addition, Lessee agrees to complete, execute and deliver to Lessor, on or before the Delivery Date for any Vehicle, Form 8038-G or 8038-GC, as applicable, Information Returns for the applicable Lease. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relative to the use of the Vehicles and/or pertaining to the aforesaid fees, taxes, governmental assessments and charges. Lessee's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement or any Lease.

7. RETURN; RELEASE OF LESSEE'S INTEREST. Upon termination of a Lease as to any Vehicle in accordance with Section 18 or Section 29 hereof, Lessee shall return such Vehicle to Lessor, at Lessee's expense, at the location designated by Lessor in the same working order, condition and repair as when received by Lessee, excepting only reasonable wear and tear caused by normal usage of such Vehicle, together with all license plates, registration certificates, or other documents relating to such Vehicle. In addition to and without limiting the foregoing, each Vehicle shall be returned to Lessor with: (a) no mismatched tires, at least 50% original tread on all tires, and no recapped tires on the front axle; (b) no structural damage which would cost more than \$250.00 to repair; (c) no damage to any glass; (d) the engine, transmission, drivetrain and running gear, as applicable, in road worthy condition; and (e) all electrical, operating or mechanical parts, including doors and refrigeration units, in good working order. If Lessee does not surrender a Vehicle to Lessor as herein provided, Lessee will be in default of the Lease relating to such Vehicle, and Lessor shall have the right to obtain immediate possession of the Vehicle. Upon such a termination, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of such Vehicle shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in such Vehicle.

8. TITLE; SECURITY INTEREST. Each party hereby warrants, agrees and covenants it is their intent, and each will report accordingly, that for United States income tax, titling and commercial law purposes, Lessee will be the owner of the Vehicles, and each payment of rent will constitute principal and interest for tax, titling and commercial law purposes. Lessee acknowledges and agrees that (i) Lessor does not deem itself, and shall not be deemed to be, the tax owner of any Vehicles, and (ii) for all U.S. Federal, state and local income tax and franchise tax purposes, Lessee, and not Lessor, shall be deemed to be the owner of the Vehicles. The parties further intend this contract to be a "Finance Lease" under Article 2A of the Uniform Commercial Code and Lessee waives all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code. Notwithstanding the designation of **WHITE HERRING TRACTOR AND TRUCK LLC** as Lessor, Lessor does not own the Vehicles and by this Agreement is merely financing the acquisition thereof for Lessee. Lessor has not been in the chain of title of the Vehicles, does not operate, control or have possession of the Vehicles and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Vehicles. Lessee hereby grants to Lessor and each other Lessor Party a security interest in the Vehicles and all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier of the Vehicles and any and all substitutions, upgrades, replacements or exchanges therefore, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. This security interest is granted to secure the payment and performance of all debts and all liabilities of Lessee to Lessor or any other Lessor Party of every kind and character, whether now existing or hereafter arising under this Agreement or any Lease, and whether direct, indirect, absolute, contingent, primary, secondary, or otherwise, now existing or hereafter arising, and whether due directly or by assignment, and any renewals, extensions and modifications of such debts, obligations and liabilities. Lessee authorizes Lessor to file a financing statement describing the Vehicles and the security interest granted herein. Lessee agrees, at its own cost and expense, to do everything necessary or desirable to perfect and preserve the security interest granted hereunder, including, without limitation, executing and delivering to Lessor upon Lessor's request such documents, records and assurances as Lessor deems

necessary or advisable to confirm or perfect the security interest in the Vehicles and Lessor's rights hereunder. Upon expiration of the Lease Term of any Lease, so long as Lessee has paid all Scheduled Rentals and any other sums due or owing hereunder, Lessor's security interest in the Vehicles subject to such Lease shall terminate and Lessee shall own such Vehicles free and clear of Lessor's security interest.

9. LOSS OR DAMAGE. Loss of or damage to each Vehicle and loss of use thereof, from whatsoever cause, are risks at all times hereby assumed by Lessee. If any Vehicle is lost, stolen, damaged or destroyed, Lessee shall promptly notify Lessor thereof. Lessor shall have no obligation to repair or replace any such Vehicle. If a Vehicle is damaged and the damage is repairable, Lessee shall make, at its sole expense, all repairs necessary to restore the Vehicle to its pre-damaged condition. Lessee's obligation to pay rental and other expenses shall continue during any period of repairs. Regardless of the cause, if a Vehicle is destroyed, damaged beyond repair, or is lost, stolen or converted and not recovered within thirty (30) days (including any conversion, abandonment, unauthorized sale or concealment by agents or employees of Lessee), then Lessee shall at once pay Lessor (a) a "Prepayment Amount" equal to the (i) net present value of all un-accrued Scheduled Rentals for such Vehicle (determined by discounting such Scheduled Rentals from their respective due dates at the Termination Value Rate specified in the Schedule "A" relating to such Vehicle), less (ii) any amounts paid to Lessor by Lessee's insurer for such destruction, theft or loss; plus (b) all of Lessor's costs and expenses (including attorneys' fees) incurred as a result of any action to enforce its rights under the Lease relating to such Vehicle; and plus (c) any other amounts then due and owing under such Lease. Upon such payment by Lessee with respect to a Vehicle, the Lease Term thereof shall terminate. Lessee understands that such amounts may exceed the actual cost value of the Vehicle as determined by the insurer of the Vehicle and Lessee shall be required to pay such excess to Lessor. Lessee shall advise Lessor of any loss, destruction or damage to a Vehicle within five (5) days from the occurrence thereof.

10. INSURANCE. Liability and physical damage insurance for bodily injury and property damage to others, and damage to or loss of Vehicles by collision, fire, theft, or otherwise, shall be purchased and maintained by Lessee continuously during the Lease Term. All insurance policies shall provide primary coverage, shall name Lessor (and any other party that Lessor may designate) as additional insured with respect to any liability insurance and as loss-payee with respect to any physical damage insurance, shall be in such amounts and with such insurers as shall be approved by Lessor, shall provide for a minimum of fifteen (15) days prior written notice to Lessor before cancellation or material change for any reason, and shall provide that no act or default of any person other than Lessor shall affect Lessor's right to recovery under such policies. Minimum requirements shall be \$1,000,000.00 for bodily injury or death to any one person; \$1,000,000.00 for any one accident; \$1,000,000.00 for property damage; or a combined single limit of \$1,000,000.00 and, for fire, theft, comprehensive and collision, an amount equal to the greater of the full replacement cost of any affected Vehicle with a new vehicle having substantially similar specifications or the Prepayment Amount for such Vehicle. Deductible amounts shall not be in excess of \$2,500.00. Lessor may from time to time by notice to Lessee specify higher minimum requirements or additional risks to be insured against. Lessee shall deliver the policies or other satisfactory evidence of insurance required hereunder to Lessor, but Lessor shall be under no duty to examine such evidence of insurance nor to advise Lessee in the event said insurance is not in compliance with this Agreement. Evidence of renewal of all expiring policies will be delivered to Lessor at least sixty (60) days prior to their respective expiration dates. Lessor does not assume any liability for loss of or damage to the contents or personal property contained in any Vehicles, and Lessee hereby releases and saves Lessor free from any and all liability for loss of or damage to any contents or personal property contained in said Vehicles regardless of the circumstances under which such loss or damage may occur. Notwithstanding anything else herein to the contrary, in the event that Lessee fails to procure or maintain insurance as above provided or fails to perform any other of Lessee's duties or obligations under any Lease, Lessor may, but shall have no obligation to, obtain such insurance at Lessee's expense and perform such other duties and obligations of Lessee and any amounts expended therefore shall be due and payable immediately as Additional Rent. Lessee shall not use or permit the use of any Vehicle at any time when the insurance described above is not in effect.

11. INDEMNITIES. The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any of the transactions contemplated hereby are consummated), imposed on, incurred by or asserted against Lessor (which term as used herein shall include Lessor's successors, assigns, agents, employees and servants) or the Vehicles (whether by way of strict or absolute liability or otherwise), and in any way relating to or arising out of any Lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Vehicles including, but not limited to, (i) claims as a result of latent, patent or other defects, whether or not discoverable by Lessor or Lessee; (ii) claims for patent, trademark or copyright infringement; (iii) tort claims of any kind, (whether based on strict liability, on Lessor's alleged negligence or otherwise), including claims for injury or damage to property or injury or death to any person (including Lessee's employees); and (iv) claims for any interruption of service or loss of business or anticipatory profits, or consequential damages. Lessor shall have no responsibility or liability to Lessee, its successors or assigns, or any other person with respect to any and all Liabilities and, irrespective of any insurance coverage and commencing on the date each Vehicle is ready for delivery to Lessee, Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to the extent permitted by law, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all Liabilities. Where a Vehicle is operated by Lessee with a trailer or other equipment not covered by a Lease, then in such event, Lessee warrants that such trailer or other equipment will be in good operating condition, compatible in all respects with the Vehicles with which such trailer or other equipment is to be used, and in all respects in full compliance with all federal, state and local statutes, ordinances, rules or regulations covering said trailer or other equipment, including but not limited to all licensing and operating requirements. Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to the extent permitted by law, to indemnify, defend, protect, save and keep harmless Lessor from and against any and all costs, expenses, damages, (including damages for loss of any Vehicles leased hereunder) and Liabilities resulting from Lessee's failure to properly connect, operate or maintain such trailer or other equipment or to comply with any of the foregoing requirements or from any other cause. Lessee agrees to give Lessor prompt written notice of any claim or liability hereunder indemnified against.

12. LESSEE'S TAX RELATED INDEMNITIES.

(a) **General Indemnity.** Lessee agrees to pay and to indemnify, defend and hold Lessor harmless, on an after-tax basis, from and against all sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) now or hereafter imposed against Lessor, Lessee or the Vehicles or any part thereof or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to any Lease (excluding, however, Federal and State taxes on, or measured by, the net income of Lessor).

(b) **Income Tax Indemnity.** Lessor and Lessee intend that the interest component of the Scheduled Rentals be

excluded from the gross income for U.S. Federal income tax purposes of Lessor. If such interest is included in Lessor's gross income as determined by tax counsel of Lessor or the Internal Revenue Service, Lessee shall pay Lessor a sum or sums so that the interest previously received by Lessor and the interest payable thereafter to Lessor shall be equal to the interest amount under each Schedule "A" after reduction by U.S. Federal, state and local income tax, interest and penalties.

(b) **Payment and Enforceability.** All amounts payable by Lessee pursuant to clauses (a) and (b) above shall be payable directly to Lessor except to the extent paid to a governmental agency or taxing authority. All the indemnities contained in clauses (a) and (b) shall continue in full force and effect notwithstanding the expiration, cancellation or other termination of this Agreement or any Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, Lessor. Lessee's obligations under clauses (a) and (b) above shall be that of primary obligor irrespective of whether Lessor shall also be indemnified with respect to the same matter under some other agreement by another party.

(c) **Duration.** The obligations of Lessee under this Section are expressly made for the benefit of, and shall be enforceable by, Lessor without necessity of declaring any Lease in default and Lessor may initially proceed directly against Lessee under this Section without first resorting to any other rights of indemnification it may have. If an event occurs during the term or continuance of any Lease that gives rise to a liability of Lessee pursuant to this Section, Lessee's liability shall continue, notwithstanding the expiration, cancellation or termination of this Agreement or any Lease, until all payments or reimbursements with respect to such liability are made.

13. CONTINUING OBLIGATIONS. All of Lessee's obligations, indemnities and liabilities under Sections 10, 11 and 12 shall survive the expiration, cancellation or termination of this Agreement or any Lease.

14. OPERATION AND MAINTENANCE EXPENSE. Expense of operation and maintenance of Vehicles in accordance with manufacturer's recommendations and in condition satisfactory to Lessor, including but not limited to, cost of fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines and penalties shall be the responsibility and obligation of Lessee. Lessee shall reimburse Lessor if Lessor shall pay any of such operating or maintenance expenses. If tires or parts are removed from a Vehicle, Lessee shall provide comparable replacements therefore and such replacements shall become part of the Vehicles by accession. Lessee shall not alter any Vehicle without the prior written consent of Lessor unless such alteration is required by law. Lessee agrees to remove all markings from the Vehicles, at Lessee's expense, prior to the return of the Vehicles to Lessor in accordance with Section 18 or Section 29 hereof.

15. ADDITIONAL EQUIPMENT REQUIRED BY LAW. In the event that subsequent to the Delivery Date of a Vehicle any federal, state or local law, ordinance, rule or regulation shall require the installation of any additional equipment or accessories, including but not limited to anti-pollution and/or safety devices, or in the event that any other modifications of the Vehicles shall be required by virtue of such law, ordinance, rule or regulation, then and in any of such events, Lessee shall pay the full cost thereof, including installation expenses. Lessor may, at its option, arrange for the installation of such equipment or the performance of such modifications, and Lessee agrees to pay the full cost thereof as Additional Rent, immediately upon receipt of an invoice for same.

16. NO WARRANTIES; LIMITATION ON LIABILITY. Lessee acknowledges and agrees: (i) that the Vehicles are of a size, design, capacity and manufacture selected by Lessee; (ii) that the Lessor is not the manufacturer of the Vehicles or the manufacturer's agent and that any assignee of Lessor is not the manufacturer or seller of the Vehicles or the manufacturer's or seller's agent; (iii) that LESSEE LEASES THE VEHICLES "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLES FOR ANY USE OR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR LOSS OF OR DAMAGE TO CARGO, LOSS OF PROFITS OR BUSINESS OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, HOWSOEVER CAUSED; AND (iv) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCOUNTING TREATMENT OF ANY LEASE OR THE TIMING OF THE ACCRUALS OF THE RENTALS HEREUNDER FOR FINANCIAL STATEMENT OR TAX PURPOSES. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR IS AN INDEPENDENT CONTRACTOR AND DOES NOT ACT IN THE CAPACITY OF A FIDUCIARY OF LESSEE, AND THAT LESSEE WILL OBTAIN TAX AND ACCOUNTING ADVICE FROM ITS OWN PROFESSIONALS. Provided Lessee is not in default hereunder, during the term of a Lease as to any Vehicle, Lessor hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty, to the extent that such assignment may be made without impairing Lessor's ability to assert such rights in its own name under such warranty. No suit, claim or settlement shall be brought or made by Lessee against or with the manufacturer or seller unless Lessee shall have provided Lessor ten (10) days advanced written notice thereof and any such action does not impair or compromise any claims Lessor may have against any such manufacturer or seller.

17. DEFAULT. Default under a Lease shall occur in the event: (i) Lessee fails to pay when due any amount owed by it to Lessor, its affiliates (including, without limitation, any direct or indirect parent, subsidiary or sister entity), successors and assigns of Lessor or any other entity that enters into a lease incorporating by reference the terms of this Agreement (each, an "Other Lessor") (collectively, "Lessor Parties") under a Lease or if Lessee fails to pay when due any amount owed by it to any Lessor Party under any other document, agreement or instrument or Lessee fails to provide or maintain the insurance required hereby; (ii) any of Lessee's warranties or representations shall be or become untrue or breached; (iii) Lessee shall fail, after fifteen (15) days notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Lessee hereunder; (iv) Lessee shall default under any other agreement with any Lessor Party; (v) a voluntary or involuntary petition under any statute relating to bankruptcy, reorganization or receivership or under any other statute relating to the relief of debtors shall be filed by or against Lessee, or Lessee shall admit in writing to being insolvent; (vi) if there shall occur an (a) appropriation, (b) confiscation, (c) retention, or (d) seizure of control, custody or possession of any Vehicle by any governmental authority including without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentalities shall hereinafter be collectively referred to as "Governmental Authority"); (vii) if anyone in the control, custody or possession of any Vehicle or the Lessee is accused, alleged or charged (whether or not subsequently arraigned, indicted or convicted) by any Governmental Authority to have used any Vehicle in connection with the commission of any crime (other than a misdemeanor or moving violation); (viii) there shall be a material adverse change in any of the: (a) condition (financial or otherwise), business, performance, prospects, operations or properties of the Lessee, (b) legality, validity or enforceability of this Agreement or any Lease; (c) ability of the Lessee to pay the Scheduled Rentals or perform its obligations under any Lease, or (d) rights and remedies of the Lessor under any Lease are impaired; or (ix) there shall be any lien, claim or encumbrance on any of the Vehicles.

18. LESSOR'S REMEDIES.

(a) (1) In the event of any default described above under a Lease, at the option of Lessor, and without notice to Lessee, all rights of Lessee hereunder and in and to the Vehicles subject to such Lease shall forthwith be cancelled. Upon such cancellation, Lessee agrees that all unpaid Scheduled Rentals and other sums due and to become due hereunder during the fiscal year of Lessee ("Fiscal Year") in effect when the default occurs shall be immediately due and payable, and Lessor may, without notice to Lessee, either take possession of any or all such Vehicles (with or without legal process) or require Lessee to return all such Vehicles forthwith to Lessor at such location as Lessor shall designate. Lessee authorizes Lessor and Lessor's agents to enter any premises where such Vehicles may be found for the purpose of repossessing the same. If Lessor retakes possession of any of such Vehicles and at the time of such retaking there shall be in, upon, or attached to the Vehicles any property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods, and things of value and hold the same for Lessee or to place such property, goods, or things of value in public storage for the account of, and the expense of, Lessee. (2) Notwithstanding the fact that Lessor has taken possession of any Vehicles, Lessee shall continue to be responsible for the Scheduled Rentals due with respect thereto during the Fiscal Year then in effect. In any event, Lessor shall also recover from Lessee all Scheduled Rentals, Additional Rents and other sums due hereunder, in each case that are due and owing as of the date of termination of any Lease, together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under such Lease.

(b) If Lessor cancels a Lease and, in its discretion, takes possession and disposes of the Vehicles subject to such Lease or any portion thereof, Lessor may retain as liquidated damages all Scheduled Rentals and Additional Rents and sale proceeds received, including any refunds and other sums which otherwise would be payable to Lessee with respect to the Vehicles.

(c) In addition to the foregoing remedies, in the event of a default hereunder, Lessor may also declare all other debts then owing by Lessee to Lessor or any affiliate (including, without limitation, any direct or indirect parent, subsidiary or sister entity), successor or assignee of Lessor to be immediately due and payable.

(d) The remedies in this Agreement provided in favor of Lessor shall not be deemed exclusive or alternative, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. All remedies in this Agreement are subject to applicable law, including, without limitation, laws imposing debt limitations or restrictions on Lessee. TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO ANY LEASE, AS WELL AS ANY REQUIREMENTS OF LAW, NOW OR HEREAFTER IN EFFECT, WHICH MIGHT LIMIT OR MODIFY ANY OF THE REMEDIES HEREIN PROVIDED, TO THE EXTENT THAT SUCH WAIVER IS PERMITTED BY LAW. THE FAILURE OF LESSOR TO EXERCISE ANY OF THE RIGHTS GRANTED IT HEREUNDER SHALL NOT CONSTITUTE A WAIVER OF ANY SUCH RIGHT OR ESTABLISH A CUSTOM OR COURSE OF DEALING.

19. ASSIGNMENT. Neither this Agreement nor any Lease, any rights or obligations hereunder or thereunder, nor any rights in or to the Vehicles may be assigned or subleased by Lessee without the prior written consent of Lessor and no such assignment or sublease shall be valid or binding on Lessor. Lessor or any assignee or successor of Lessor shall have the right to transfer, sell or assign all or any portion of this Agreement or any Lease or any interest in the Vehicles and/or obligations hereunder or thereunder, including servicing rights, whether as part of a securitization or by participation, assignment, sale or other transfer (in each case, a "Lessor Transfer") without notice, acknowledgment or consent from Lessee. LESSEE WAIVES, RELINQUISHES, DISCLAIMS AND AGREES THAT IT WILL NOT ASSERT AGAINST ANY ASSIGNEE OR LESSOR ANY CLAIMS, COUNTERCLAIMS, CLAIMS IN RECOUPMENT, ABATEMENT, REDUCTION, DEFENSES, OR SET-OFFS FOR BREACH OF WARRANTY OR FOR ANY OTHER REASON INCLUDING THE RIGHT TO WITHHOLD PAYMENT OF ANY MONIES WHICH MAY BECOME DUE UNDER ANY LEASE EXCEPT DEFENSES THAT CANNOT BE WAIVED UNDER THE UNIFORM COMMERCIAL CODE. Upon a Lessor Transfer of Lessor's entire interest with respect to a Vehicle, Lessor shall be automatically relieved, from and after the date of such Lessor Transfer, of liability for the performance or obligation of Lessor, whether contained in this Agreement or any Lease or otherwise imposed by law, with respect to such Vehicle.

20. FURTHER ASSURANCES; REPORTING; INSPECTIONS. Lessee agrees that at any time and from time to time, after the execution and delivery of this Agreement and any Schedule "A", it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order fully to effect the purposes of this Agreement and to protect Lessor's interest in the Vehicles, including, but not limited to, furnishing any and all information necessary to enable Lessor or its insurer to defend itself in any litigation arising in connection herewith. Lessee hereby authorizes Lessor to insert serial numbers, delivery and Scheduled Rental due dates, and other data on the Schedule "A's, Delivery Receipts and other documents relating hereto when such numbers, dates and data become known to Lessor. Lessee shall promptly provide all information relating to registration, titling, licensing (including license plate numbers) or otherwise relating to the Vehicle or the use or operation thereof as Lessor may from time to time request. Lessee will deliver or make available to Lessor, Lessee's complete financial statements prepared in accordance with generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, or if acceptable to Lessor, certified by the chief financial officer of Lessee within one hundred eighty (180) days of the close of each fiscal year of Lessee, together with a certificate of an authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default. In addition, Lessee will, upon Lessor's request, deliver to Lessor copies of Lessee's quarterly financial report or such other reports as may be reasonably requested by Lessor, in each case certified by the chief financial officer of Lessee. Lessor may inspect the Vehicles and Lessee's books and records relating thereto at any time during Lessor's usual business hours.

21. NOTICES. Notices required or permitted to be given hereunder shall be given in writing either personally or by registered or certified mail addressed to the respective party at its address listed on page one hereof or, if such party has previously given notice of a change of address, to the address specified in the last such notice of change of address. Notices shall be deemed received when delivered if personally delivered or, if mailed, two (2) business days after deposit postage prepaid in the United States mails.

22. MISCELLANEOUS.

(a) This Agreement will become effective only upon acceptance by Lessor. This form is intended for general use throughout the United States. Any provision of this Agreement or any Schedule "A" that is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Lessor Parties may set off any amounts owned to Lessee and its affiliates under this Agreement or

any Lease against any amounts owed to Lessor Parties by Lessee or any of its affiliates. It is the intention of the parties hereto to comply with any applicable usury laws. Accordingly, they agree that, any provisions in this Agreement, any Schedule "A" or any other agreement, document or communication to the contrary notwithstanding, in no event shall this Agreement or any Lease require the payment or permit the collection of interest or any amount in the nature of interest or fees (collectively "Interest Amount") in excess of the maximum amount permitted by applicable law as now or hereafter construed by a court of competent jurisdiction. If any such excess Interest Amount is contracted for, charged or received pursuant to this Agreement or any Lease, or if all of the principal balance under a Lease is prepaid, or if the maturity of any amount under this Agreement or any Lease is accelerated, so that under any of such circumstances or any other circumstance whatsoever the Interest Amount contracted for, charged or received shall exceed the maximum amount of interest permitted by applicable law as so construed, then in such event: (a) the Interest Amount hereunder shall be limited to the maximum amount lawfully permitted, and (b) any excess interest Amount that may have been received shall, at Lessor's option, either be credited to Scheduled Rentals or other sums owed by Lessee under this Agreement or any Lease or refunded to Lessee, and the effective interest rate (taking into account all Interest Amounts) shall automatically be reduced to the maximum lawful rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Without limiting the foregoing, all calculations of the interest rate (taking into account all Interest Amounts) contracted for, charged or received with respect to any Lease which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the fullest extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the Lease Term, all Interest Amounts at any time contracted for, charged to or received from Lessee in connection with such Lease.

(b) THIS AGREEMENT AND ANY SCHEDULE "A" REFERRED TO HEREIN (i) REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (ii) SUPERSEDES ALL OTHER WRITINGS, COMMUNICATIONS, UNDERSTANDINGS, AGREEMENTS, PURCHASE ORDERS, SOLICITATION DOCUMENTS (INCLUDING WITHOUT LIMITATION ANY REQUESTS FOR PROPOSAL AND RESPONSES THERETO AND OTHER RELATED BID DOCUMENTS (TOGETHER, THE "BID DOCUMENTS") AND ANY OTHER REPRESENTATIONS, EXPRESS OR IMPLIED (TOGETHER, "PRIOR UNDERSTANDINGS") AND MAY NOT BE CONTRADICTED OR AMENDED BY PRIOR UNDERSTANDINGS, AND (iii) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY BID DOCUMENT, LESSOR IS NOT BOUND TO ANY PROVISION OF ANY BID DOCUMENT AND NO PROVISION OF ANY BID DOCUMENT IS INCORPORATED INTO THIS AGREEMENT OR ANY LEASE. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. LESSEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) NO ASSIGNEE OF LESSOR IS OR SHALL BE DEEMED TO BE AN AGENT OF LESSOR OR ANY VENDOR OF THE VEHICLES AND (ii) NO ASSIGNEE OF LESSOR SHALL BE CHARGEABLE WITH OR ASSUME ANY OF THE OBLIGATIONS OR LIABILITIES OF ANY SUCH VENDOR UNDER ANY AGREEMENT BETWEEN LESSEE AND SUCH VENDOR OR UNDER ANY BID DOCUMENT. No modification hereof shall be binding on Lessor unless in writing and signed by an authorized representative of Lessor. Lessee authorizes Lessor to correct patent errors herein and to make changes to this Agreement or to any related Schedule "A" that benefit Lessee, such as decreasing the Scheduled Rental or other amount payable under any Lease. In addition, if there are changes in calculation of taxes, configuration of the Vehicle(s) or other cost factors affecting the cost of the Vehicle(s), and if such an increase is within the dollar limits and time limits of Lessor's credit approval, Lessee authorizes Lessor, upon written notice to Lessee, to increase the Scheduled Rental or other amount payable under any Lease by not more than fifteen percent accordingly. No vehicle dealer nor any employee or agent of any dealer or of any other person has authority to make any representations to Lessee on Lessor's behalf as to the performance of the Vehicles, or as to any provision of this Agreement or any Schedule "A" or as to any other matter whatsoever. Lessee has no authority to, and shall not, make any warranty or representation concerning the Vehicles to any person on Lessor's behalf. Lessor may pay fees to or receive fees from the seller or manufacturer of the Vehicles, a broker, or other third party in connection with a Lease. Such fees may affect the rate, terms and Lessee's total cost under such Lease.

23. REPRESENTATIONS. Lessee hereby represents and warrants to Lessor that as of the date of this Agreement, and throughout each Lease Term: (a) Lessee is the entity indicated in this Agreement as Lessee; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the laws of the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Agreement and each Schedule "A", any documents relative to the acquisition of the Vehicles and any other documents required to be delivered in connection with any Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered to Lessor in accordance with all applicable laws, rules, ordinances and regulations. The Documents are valid, legal, and binding agreements, enforceable in accordance with their terms. The person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the respective offices indicated below each of their signatures, each of which are genuine; (f) the Vehicles are essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the entire Lease Term only to perform such function; (g) Lessee intends to use the Vehicles for the entire Lease Term and shall take all necessary action to include in Lessee's annual budgetary funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public biddings and appropriations required in connection with each Lease and the acquisition of the Vehicles; (i) Lessee's obligations to remit Scheduled Rentals and other sums due hereunder constitute a current expense and not a debt under applicable State law. No provision of this Agreement or any Schedule "A" constitutes a pledge of Lessee's tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of this Agreement; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Vehicles; (k) funds appropriated for the lease/purchase of the Vehicles will be used only to pay Scheduled Rentals and other sums due hereunder; (l) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Scheduled Rentals and other sums due hereunder to become included in Lessor's gross income for Federal income taxation purposes under the Federal Income Tax Code (the "Code"); (m) Lessee qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Code; (n) Lessee shall maintain a complete and accurate record of any and all assignments of any Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; (o) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include but not be limited to, the execution of 8038-G or 8038-GC Information Returns; (p) all financial information that Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition; and (q) Lessee has never terminated an agreement as a result of a failure to receive an appropriation of funds for the payments due or to become due under such agreement.

24. PRIVACY WAIVER. Lessor may receive from and disclose to any individual, corporation, business trust, association, company, partnership, joint venture, or other entity (collectively, the "Entity"), including, without limiting the generality of the foregoing, Lessor's

parent or any affiliate, successor or assign of Lessor and any credit reporting agency or other entity whether or not related to Lessor for any purpose, information about Lessee's accounts, credit application and credit experience with Lessor and Lessee authorizes any Entity to release to Lessor any information related to Lessee's accounts, credit experience and account information regarding the Lessee. **This shall be continuing authorization for all present and future disclosures of Lessee's account information, credit application and credit experience on Lessee made by Lessor, or any Entity requested to release such information to Lessor.**

25. DEBIT TRANSACTIONS: Lessor may but shall not be required to offer Lessee the option of paying any of Lessee's obligations to Lessor through printed checks ("Debit Transactions") drawn pursuant to this authorization upon Lessee's checking account, using Lessee's checking account number, bank routing code and other information which Lessee provides to Lessor prior to the first Debit Transaction. Lessee authorizes Lessor to initiate Debit Transactions from Lessee's checking account in the amount necessary to pay the rental payments, delinquency charges, or such other amounts as may now or hereafter be due hereunder or under any other present or future agreement with or which is held by Lessor, plus a fee of ten dollars (\$10.00) for each Debit Transaction initiated by Lessor. In the event applicable law prohibits or restricts the amount of such fee, the fee chargeable under this provision shall be limited and/or restricted in accordance with applicable law. Lessor may from time to time increase or decrease the Debit Transaction fee upon prior written notice addressed to Lessee's last known address as shown on the records of Lessor and such increase or decrease shall be effective as stated in the written notice. Unless prohibited by applicable law, Lessee's continued use of Debit Transactions after the effective date specified in such notice shall conclusively establish Lessee's agreement to pay the new Debit Transaction fee stated therein. Lessee authorizes Lessor or any officer, employee, or designee to endorse Lessee's name as drawer on any printed check drawn in accordance with this authorization. Until cancelled by Lessee, this authorization shall be valid for all Debit Transactions Lessor initiates in payment of Lessee's obligations hereunder or under any other present or future agreement with or which is held by Lessor. This authorization may be cancelled at any time by Lessee giving at least three (3) business days prior written notice to Lessee's bank and Lessor. Payment by Debit Transactions is not required by Lessor nor is its use a factor in the approval of credit.

26. CHATTEL PAPER. The only copy of this Agreement or any Schedule "A" hereto that will constitute "chattel paper" for purposes of the Uniform Commercial Code is the original of this Agreement or such Schedule "A" containing the original manual signature of Lessor.

27. PAYMENT PROCESSING. Credit to your account may be delayed if payment is (a) not received at the Payment Address or (b) not accompanied by your invoice number. Preferred forms of payment include Direct Debit, Wires, Company Checks and Certified Checks. Cash, money orders, cashier's checks and other cash equivalents are not acceptable forms of payment and such forms of payment may delay processing or be returned to you. Delayed credit may cause you to incur a late payment fee. All credit for payments of your account are subject to final payment by the institution on which the item of payment was drawn. If you submit or authorize a check, draft, debit transaction or other remittance that is returned unpaid or rejected for any reason other than the lack of a proper endorsement, the application of such payment to your account will be reversed and you shall immediately pay us the amount of such returned payment, plus any delinquency charge accruing as the result of such reversal. You shall further pay us any amount we are charged by any depository institution because of such return and an additional handling charge in the amount of \$25, or if applicable law limits or restricts the amount of such reimbursement and/or handling charge, the amounts chargeable under this provision will be limited and/or restricted in accordance with applicable law. All written communication concerning disputed amounts, including any check or other payment instrument that (i) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (ii) is tendered with other conditions or limitations ("Disputed Payments") must be mailed or delivered to Lessor at the address for billing inquiries shown on the invoice or statement and not to the Payment Address.

28. GOVERNING LAW. THE LAWS OF THE STATE OF NORTH CAROLINA GOVERN THIS AGREEMENT AND EACH SCHEDULE "A" (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE), BUT ONLY TO THE EXTENT SUCH LAW IS NOT PREEMPTED BY FEDERAL LAW OR REGULATION.

29. NONAPPROPRIATION. For each Schedule "A" commenced hereunder, Lessee intends to remit all Scheduled Rentals and other sums due hereunder when due if funds are legally available to Lessee. If at any time during the Lease Term (a) Lessee is not granted an appropriation of funds for the Vehicles subject to that Schedule "A", (b) operating funds are not otherwise available to Lessee to pay the Scheduled Rentals and other sums due hereunder due or to become due under that Schedule "A", and (c) there is no other legal procedure or available funds by or with which payment can be made to Lessor under that Schedule "A" (a "Non-Appropriation") Lessee shall have the right to return the Vehicles subject to that Schedule "A" in accordance with Sections 7 and 14 hereof and terminate that Schedule "A" on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as to the portion of Scheduled Rentals and other sums due hereunder for which funds shall have been appropriated and budgeted. In the event of a Non-Appropriation, at least thirty (30) days prior to the end of the last fiscal year for which funds shall have been appropriated and budgeted, Lessee's chief executive officer or legal counsel shall certify in writing that (1) funds have not been appropriated for the upcoming fiscal period, and (2) Lessee has exhausted all funds legally available for the payment of Scheduled Rentals and other sums due hereunder. If Lessee terminates a Schedule "A" as a result of a Non-Appropriation, to the extent permitted by applicable State law, Lessee may not purchase, lease or rent any equipment that performs functions similar to those performed by the Vehicles for a period of twelve (12) months following the date of termination; provided, however, that this restriction shall not be applicable to the extent that application of this restriction is unlawful or would affect the validity of this Agreement or any Lease. To the extent permitted by State law, this Section shall not permit Lessee to terminate any Schedule "A" in order to acquire any other vehicles or to allocate funds directly or indirectly to perform essentially the application for which the Vehicles are intended.

30. CONSENT TO TELEPHONE CALLS AND MONITORING. You authorize us (which includes, for the purposes of this paragraph, our affiliates, anyone to whom we sell your account, and our and their agents and representatives) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems and text messaging systems in order to provide you with information or to seek information about, or to otherwise discuss (i) this Agreement and any transactions hereunder, or (ii) any other agreements or transactions that you may now have or may in the future establish or conduct with us. Your authorization shall include without limitation contacts to discuss or obtain information about missed or late payments or other amounts you owe us. You authorize us to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) you have supplied or may in the future supply to us in connection with (i) this Agreement or the transactions hereunder, or (ii) any other agreement or transaction you may now have or may in the future establish or conduct with us. You acknowledge that anyone with access to your telephone may listen to the voice messages we leave you or read the text messages we send you, and you agree that we will have no liability for anyone accessing such messages. You further acknowledge that, when you receive a telephone call or text message from us, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability as a result of such charges. You expressly authorize us to monitor and record your calls with us. You represent to us that you are the owner and/or primary user of any number or email address you provide to us, and agree that you will notify us if this is

no longer true as to any such number or email address. You further acknowledge that your authorizations, representations and agreements in this paragraph were a material inducement to our entering into this Agreement with you.

IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH LESSOR

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents. You shall comply with all laws, rules and regulations applicable to you, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

Accepted on: APRIL 1, 2019

Lessor: **WHITE HERRING TRACTOR AND TRUCK
LLC**

By: _____

Title: _____

7045 ALBERT PICK RD

(Street Address)

GREENSBORO , NC, 27409

(City, State and Zip Code)

Lessee: **CURRITUCK COUNTY BOARD OF EDUCATION**

By: _____

Title: _____

State of Organization: **NC**

Chief Executive Office/Place of Business:

2958 CARATOKE HIGHWAY

(Street Address)

CURRITUCK, NC, 27929

(City, State and Zip Code)

Attachment: 2019-04-01_Agenda_Activity Bus Lease Purchase Docs (Resolution-Lease/Purchase Agreement-Activity Buses)

AMENDMENT TO MASTER VEHICLE LEASE AGREEMENT (STATE AND LOCAL GOVERNMENT)

This Amendment to Master Vehicle Lease Agreement (State and Local Government) (this "Amendment"), dated as of **APRIL 1, 2019**, is made and entered into by and between **WHITE HERRING TRACTOR AND TRUCK LLC** ("Lessor") and **CURRITUCK COUNTY BOARD OF EDUCATION** ("Lessee").

WHEREAS, Lessee and Lessor have entered into that certain **Master Vehicle Lease Agreement** (State and Local Government) dated **of even date** herewith (as amended and supplemented from time to time, the "Contract"); and

WHEREAS, Lessee and Lessor desire to amend the Contract, as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby agree as follows:

Section 1. Contract Amendment. The parties hereby agree to amend the Contract as follows:

- a. Insurance. The fifth and ninth sentences of **Section 10** are deleted in their entireties.
- b. Indemnities. The first sentence of **Section 11** is amended to delete the phrase "legal fees" and insert the phrase "reasonable legal fees" in lieu thereof, and to delete the phrase "asserted against Lessor" and insert the phrase "asserted by any third party against Lessor" in lieu thereof. The second sentence of Section 11 is amended to delete the phrase "ready for delivery to Lessee" and insert the phrase "delivered to Lessee" in lieu thereof.
- c. No Warranties; Limitation on Liability. The **final two sentences of Section 16** are amended and restated in their entireties to read as follows:

"Provided Lessee is not in default hereunder, during the term of a Lease as to any Vehicle, Lessor hereby assigns to Lessee any rights Lessor may have under any manufacturer's or seller's warranty. No suit, claim or settlement shall be brought or made by Lessee against or with the manufacturer or seller unless Lessee shall have provided Lessor ten (10) days advanced written notice thereof."

- d. Default. Clause (i) of **Section 17** is **amended and restated** in its entirety to read as follows:

"(i) Lessee fails to pay within ten (10) days of the date when due (inclusive of the due date) any amount owed by it to Lessor, its affiliates (including, without limitation, any direct or indirect parent, subsidiary or sister entity), any other entity that enters into a lease incorporating by reference the terms of this Agreement (each, an "Other Lessor"), or its or their respective successors and assigns (collectively, "Lessor Parties") under a Lease, Lessee fails to pay when due, after giving effect to any applicable cure period contained in the operative document relating thereto, any amount owed by it to any Lessor Party under any other document, agreement or instrument or Lessee fails to provide or maintain the insurance required hereby;"

Clause (viii) of **Section 17** is amended to delete the phrase "are impaired" as it appears in subclause (d) thereof.

- e. Remedies. Clause (2) of **Section 18(a)** is amended to delete the phrase "attorneys' fees" and insert the phrase "reasonable attorneys' fees" in lieu thereof. The third sentence of Section 18(d) is deleted in its entirety.
- f. Further Assurances; Reporting; Inspections. The **fourth sentence of Section 20** is amended to delete the phrase "Lessee will deliver" and insert the phrase "Lessee will, upon request, deliver" in lieu thereof. The final sentence of Section 20 is amended and restated in its entirety to read as follows:

"Lessor may inspect the Vehicles and Lessee's books and records relating thereto during Lessor's usual business hours upon reasonable advance notice and at mutually agreeable dates and times."

- g. Miscellaneous. The following is added to the end of **Section 22(a)**:

"If Lessee does not comply with any provision of this Agreement (including, without limitation, Section 6, Section 10 or Section 15 hereof) or any Lease, Lessor has the right, but not the obligation, to effect such compliance, in whole or in part. All amounts that Lessor spends, and obligations that Lessor incurs or assumes, in effecting such compliance, and any related administrative fees that Lessor charges, will constitute Additional Rent. Lessor's effecting such compliance does not waive Lessee's default."

The **seventh sentence of Section 22(b)** is deleted in its entirety. The following is added as a new Section 22(c):

"(c) Lessor represents that, as of the effective date of this Agreement, Lessor is not included on the Final Divestment List of companies doing business with the government of Iran created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 or on the list of restricted companies determined to have engaged in a boycott of the nation of Israel created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.81. Lessor further represents that it is aware of and in compliance with the federal Immigration Reform and Control Act, including provisions requiring the use of the "E-Verify" system for employers who employ twenty-five (25) or more employees."

- h. Representations. Clause (i) of Section 23 is amended and restated in its entirety to read as follows:

"(i) Lessee's obligations to remit Scheduled Rentals and other sums due hereunder in each fiscal year constitute a current expense and not a debt under applicable State law."

- i. Privacy Waiver. The **first sentence of Section 24** is amended to delete the phrase "for any purpose" and insert the phrase "for any lawful and commercially reasonable purpose" in lieu thereof.
- j. Nonappropriation. The **fourth sentence of Section 29** is deleted in its entirety.
- k. Obligations. The following is added as a **new Section 31**:

"31. OBLIGATIONS. All amounts due or to become due under this Agreement or any Lease are payable solely from monies appropriated therefor. The taxing power of the Lessee is not pledged directly or indirectly to secure any amounts due or to become due under this Agreement or any Lease. No deficiency judgment may be rendered against Lessee for any default under a Lease."

Section 2. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Contract, or (b) prejudice any right or rights which Lessor may now have or may have in the future under or in connection with the Contract or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Contract or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 3. Entire Agreement; Counterparts. This Amendment and the documents referred to herein represent the entire understanding of the parties hereto regarding the subject matter hereof and supersede all prior and contemporaneous oral and written agreements of the parties hereto with respect to the subject matter hereof. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

LESSOR: WHITE HERRING TRACTOR AND TRUCK LLC

By: _____

Name: _____

Title: _____

LESSEE: CURRITUCK COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____



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

(Date)

(Signature)

SCHEDULE A EVEN PAYMENTS -- (SLG)

Schedule # 9946459001

This Schedule A Even Payments -- (SLG) constitutes a separate lease agreement and instrument of lease between **WHITE HERRING TRACTOR AND TRUCK LLC** ("Lessor") and **CURRITUCK COUNTY BOARD OF EDUCATION** ("Lessee") and is executed pursuant to, and incorporates by reference the terms and conditions of the Master Vehicle Lease Agreement (State and Local Government) dated as of **APRIL 1, 2019**, between Lessor and Lessee (the "Master Lease"). LESSOR SHALL HAVE ALL RIGHTS OF LESSOR UNDER THE MASTER LEASE. LESSOR MAY APPOINT AGENTS TO ACT ON ITS BEHALF. If and to the extent that this Schedule is deemed a security agreement, Lessee hereby grants to Lessor a first priority security interest in the collateral described below, together with all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier of the collateral and any and all substitutions, upgrades, replacements or exchanges therefore, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Lessee to Lessor, any of its affiliates (including, without limitation, any direct or indirect parent, subsidiary or sister entity), successors and assignees (and any affiliates (including, without limitation, any direct or indirect parent, subsidiary or sister entity) thereof) (collectively "Lessor Parties"), now existing or arising in the future under this Schedule, the Master Lease, any Other Lease or any Schedules hereto or thereto, and any renewals, extensions and modifications of such debts, obligations and liabilities. Lessor may set off any amounts owed to Lessee and its affiliates under this Schedule, the Master Lease or any Schedule hereto or thereto against any amounts owed to Lessor Parties by Lessee or any of its affiliates.

RETURNED PAYMENTS. If Lessee submits or authorizes a check, draft, debit transaction or other remittance that is returned unpaid or rejected for any reason other than the lack of a proper endorsement, the application of such payment to Lessee's account will be reversed and Lessee shall immediately pay Lessor the amount of such returned payment, plus any delinquency charge accruing as the result of such reversal. Lessee shall further pay Lessor any amount Lessor is charged by any depository institution because of such return and an additional handling charge in the amount of \$25, or if applicable law limits or restricts the amount of such reimbursement and/or handling charge, the amounts chargeable under this provision will be limited and/or restricted in accordance with applicable law.

The rate of interest under this Schedule A Even Payments -- (SLG) is **4.75%** per annum based on a 360-day year of twelve 30-day months. The total cost of credit includes such rate of interest and the administrative fee of **\$150.00** equating to an annual percentage rate of **4.77%** based on a 360-day year of twelve 30-day months. Late payments may impact the actual total Scheduled Rental payments due to delinquency charges and/or increased accrued interest.

SCHEDULE A EVEN PAYMENTS -- (SLG)

YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER	GROSS VEHICULAR WEIGHT	SCHEDULE "A" VALUE	SCHEDULED RENTAL PAYMENT	SCHEDULED RENTAL FACTOR	TERMINATION VALUE RATE
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N2LB289580	31,000	\$86,921.00	\$20,910.09	.240564	2.43%
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N4LB289581	31,000	\$86,921.00	\$20,910.09	.240564	2.43%
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB110442	29,800	\$91,371.00	\$21,980.61	.240564	2.43%
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB289579	31,000	\$86,921.00	\$20,910.09	.240564	2.43%

Advance Payment Amount: \$50,000.00
 Interim Rent: \$0.00
 Admin Fees: \$150.00
 Taxes: \$0.00
 Total Amount: \$50,150.00

LEASE INFORMATION PER UNIT

Notwithstanding anything to the contrary in Section 2 of the Master Lease, Scheduled Rentals for the Vehicles described on this Schedule A shall be paid as provided herein.

Commencement Date: **APRIL 1, 2019**
 In Service Date: **APRIL 1, 2019**
 First Payment Date: **APRIL 1, 2019**
 Billing Period: ☒ Annual: Twelve month periods commencing on **APRIL 1st** of each year

Subsequent Payment Dates: 1st day of each Billing Period after the First Payment Date

Term (# of Months): **48**

- ☒ Payments are in Advance: Lessee agrees to pay 1 ADVANCE RENTAL payment(s) per unit at time of delivery.
- ☐ Payments are in Arrears.

The domicile location noted below will determine the calculation of sales/use tax and personal property tax. If domicile location changes, please notify Lessor immediately.

VEHICLE DOMICILE ADDRESS

STREET: **2958 CARATOKE HIGHWAY** CITY: **CURRITUCK** STATE: **NC** ZIP: **27929**
 COUNTY: **CURRITUCK**

LESSOR:
WHITE HERRING TRACTOR AND TRUCK LLC

LESSEE:
CURRITUCK COUNTY BOARD OF EDUCATION

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: APRIL 1, 2019	Date: APRIL 1, 2019

**AMENDMENT TO
MASTER VEHICLE LEASE AGREEMENT
(Operation of School Buses)**

This Amendment to Master Vehicle Lease Agreement (this "Amendment"), dated as of **APRIL 1, 2019**, is made and entered into by and between **WHITE HERRING TRACTOR AND TRUCK LLC** ("Lessor") and **CURRITUCK COUNTY BOARD OF EDUCATION** ("Lessee").

WHEREAS, Lessee and Lessor (or its affiliate) have entered into that certain **Master Vehicle Lease Agreement (State and Local Government)** dated as of **APRIL 1, 2019** (the "Master Lease"), and a **Schedule A Even Payments – (SLG)** (Schedule #**9946459001**) dated as of **APRIL 1, 2019** (the "Schedule A"), and together with the Master Lease, the "Contract";

WHEREAS, Lessee operates school buses and school activity buses and transports students on such school buses and school activity buses; and

WHEREAS, Lessee and Lessor desire to amend the Contract, as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby agree as follows:

Section 1. Applicability. This Amendment shall only apply to those Vehicles (the "Vehicles") described in that certain Schedule A Even Payments – (SLG) (Schedule #**9946459001**) between Lessor and Lessee, dated as of **APRIL 1, 2019** (the "Schedule A").

Section 2. Contract Amendment. The Contract shall hereby be amended or supplemented as provided in this Section.

(a) Notwithstanding the second sentence of Section 5 of the Master Lease, Lessee shall be permitted to use the Vehicles for the transportation of passengers, provided that: (i) the Vehicles constitute school buses or school activity buses; and (ii) such Vehicles are used solely in the ordinary and customary manner in which school buses or school activity buses are typically used.

(b) Lessee represents and warrants that: (i) it shall perform a commercially reasonable background check and motor vehicle record and driver history check on all prospective operators of any Vehicle; (ii) it shall provide, and require that all Vehicle operators participate in, a comprehensive safety training program relating to the Vehicles and their use; and (iii) it shall not permit any Vehicle to be operated by anyone who has failed any background check, has not completed all required safety training, or does not otherwise comply with the requirements of the Contract.

(c) Lessee shall use its best efforts to obtain and respond in a commercially reasonable manner to all safety and product-related information (including, without limitation, any manufacturer recall) concerning the Vehicles and agrees and acknowledges that Lessor shall have no responsibility or obligation to provide Lessee with any information or to take any action related thereto.

Section 3. Limitations. The amendment set forth herein is limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Contract, or (b) prejudice any right or rights which Lessor may now have or may have in the future under or in connection with the Contract or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Contract or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 4. Entire Agreement; Counterparts. This Amendment and the documents referred to herein represent the entire understanding of the parties hereto regarding the subject matter hereof and supersede all prior and contemporaneous oral and written agreements of the parties hereto with respect to the subject matter hereof. This Amendment inures to the benefit of Lessor, Lessee and any beneficiaries of Lessor and their respective successors and assigns. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

LESSOR: WHITE HERRING TRACTOR AND TRUCK LLC

By: _____

Name: _____

Title: _____

LESSEE: CURRITUCK COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

POWER OF ATTORNEY (Motor Vehicle Titling, Licensing and Registration)

Agreement #: 9946459001

To: State Department of Licensing and Registration, State of NC:

CURRITUCK COUNTY BOARD OF EDUCATION ("Principal") does hereby authorize and irrevocably appoint **BMO HARRIS BANK N.A.** ("Agent"), or any officer, employee or designee of Agent, as the true lawful attorney-in-fact and agent of Principal for the sole purpose of executing in the name of and for Principal: (i) any application(s) for the recordation of a lien, security interest or ownership interest in favor of Agent or any of its affiliates, successors or assigns as lienholder, secured party or owner, on each and every certificate of title or certificate of ownership now or hereafter issued under the laws of any state for the vehicle described below (the "Vehicle"); (ii) any assignment of a certificate of title or certificate of ownership for the purpose of transferring and/or releasing any or all of Principal's interest in and to the Vehicle; (iii) to sign all papers and documents relating to the application for or renewal of licensing and/or registration; and (iv) any other document relating to application of titles, vehicle title lien applications, lien releases, vehicle licenses, registrations, or license and registration renewals with respect to the Vehicle, and otherwise to perform any act on behalf of Principal relating to the matters set forth above.

Year	Manufacturer	Model	Description	Serial Number
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N2LB289580
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N4LB289581
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB110442
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB289579

Principal agrees to hold harmless the State, the Department, and the Director or employees of the Department from any responsibility for the issuance or renewal of any title, license or registration to the above vehicle at the direction of the Agent. A photocopy or other facsimile thereof shall constitute conclusive proof of Agent's continuing authorization to act on behalf of Principal in all matters referred to above.

This Power of Attorney being coupled with an interest is irrevocable, and a photocopy or other facsimile thereof shall constitute proof of Agent's continuing authorization to act on behalf of Principal in all matters referred to above.

Principal: **CURRITUCK COUNTY BOARD OF
EDUCATION**

By: _____

Title: _____

Effective
Date: **APRIL 1, 2019**

The above was subscribed and sworn to before me this
_____ day of _____, 2019

[Seal]

Notary Signature

My Commission Expires: _____

DELIVERY & ACCEPTANCE CERTIFICATE

Lessor: WHITE HERRING TRACTOR AND TRUCK LLC

Reference is made to that certain Schedule A Even Payments — (SLG), dated **APRIL 1, 2019** between **WHITE HERRING TRACTOR AND TRUCK LLC** ("Lessor") and **CURRITUCK COUNTY BOARD OF EDUCATION** ("Lessee"), which incorporates by reference the terms and conditions of the Master Vehicle Lease Agreement (State and Local Government) dated **APRIL 1, 2019** between **WHITE HERRING TRACTOR AND TRUCK LLC** and Lessee (the "Master Lease", and together with such Schedule A Even Payments — SLG, the "Contract") covering the property (the "Vehicle" or "Vehicles", which shall include such automobiles, trucks, trailers and other vehicles, together with all additional equipment and accessories thereon) described below:

Year	Manufacturer	Model	Description	Serial Number
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N2LB289580
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N4LB289581
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB110442
2019	INTERNATIONAL	INGB-SERIES	INGB-SERIES: CE SCHOOL BUS 4X2	4DRBUC8N6LB289579

The undersigned hereby confirms and agrees as follows:

1. The Vehicle(s) was delivered to undersigned at the location designated in the Contract on **APRIL 1, 2019**.
2. All installation and other work necessary for the proper use of the Vehicle(s), if any have been completed.
3. The Vehicle(s) has been inspected and accepted by the undersigned as satisfactory in all respects.
4. The undersigned's obligations and liabilities under the Contract will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Lessor for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicle(s) for any reason whatsoever.
5. Lessor is not the manufacturer of the Vehicle(s) and has no knowledge of or familiarity with it.

UNDERSIGNED ACCEPTS THE PROPERTY "AS IS" AND LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLE(S) FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

This certificate will supplement and not alter the terms of the Contract, and is given to induce Lessor to pay for the Vehicle(s). This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Lessor, its successors and assigns.

Dated: **APRIL 1, 2019**

CURRITUCK COUNTY BOARD OF EDUCATION

(Name of individuals(s), corporation or partnership)

By: _____ Title: _____

(If corporation, authorized officer must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partners show which.)

By: _____ Title: _____

(If co-buyer, co-partner or co-officer, sign here and show which.)

NOTIFICATION LETTER

Date APRIL 1, 2019

To: CURRITUCK COUNTY BOARD OF EDUCATION

RE: Schedule "A" Even Payments (SLG), Schedule # 9946459001, dated APRIL 1, 2019, between WHITE HERRING TRACTOR AND TRUCK LLC and CURRITUCK COUNTY BOARD OF EDUCATION, which incorporates by reference the terms and conditions of that certain Master Vehicle Lease Agreement (State and Local Government) between WHITE HERRING TRACTOR AND TRUCK LLC and CURRITUCK COUNTY BOARD OF EDUCATION, dated APRIL 1, 2019, as amended and supplemented from time to time (the "Transaction")

To Whom It May Concern:

Please be advised that WHITE HERRING TRACTOR AND TRUCK LLC ("Dealer") has sold and assigned to BMO HARRIS BANK N.A. or its successors, assigns or affiliates (collectively, "Bank") all of its right, title and interest in and to: (i) the Transaction identified above; (ii) all rights and remedies under the Transaction; (iii) the equipment subject to the Transaction; and, (iv) all payments and other amounts due and to become due under the Transaction. All terms and conditions of the Transaction remain in full force and effect.

You are obligated to pay all rent and other payments due and to become due under the Transaction to Bank at 300 E. John Carpenter Freeway, Irving, TX 75062-2712. All correspondence and questions should be directed to Bank at the address below.

Please acknowledge your receipt of this Notice of Assignment in the space provided below and return a copy to Bank. In the event you do not acknowledge and return this Notice of Assignment within ten (10) days of the date of this notice, Bank will assume that you have read the information contained herein.

Sincerely,

BMO HARRIS BANK N.A.
300 East John Carpenter Freeway
Irving, TX 75062-2712

ACKNOWLEDGED THIS APRIL 1, 2019

CURRITUCK COUNTY BOARD OF EDUCATION

By _____

Name _____

Title _____

INVOICE

AGREEMENT NUMBER:	9946459001
DATE:	APRIL 1, 2019

ADVANCE PAYMENT AMOUNT	\$50,000.00
ADMIN FEE	\$150.00

PAYMENT DUE UPON RECEIPT OF INVOICE

INVOICE FOR ADVANCE PAYMENT (S) UNDER THE AGREEMENT IDENTIFIED ABOVE IN THE TOTAL AMOUNT OF
\$50,150.00

TO ENSURE PROPER CREDIT, SEND PAYMENT PAYABLE TO:

BMO HARRIS BANK N.A.
 300 E. JOHN CARPENTER FREEWAY, SUITE 500
 IRVING, TX 75062-2712

*** Please note: The payment address above is for the amounts listed on this invoice only.**

MAKE CHECK PAYABLE TO: BMO HARRIS BANK N.A.

ADVANCE PAYMENT AMOUNT	\$50,000.00
ADMIN FEE	\$150.00

For Account Schedule Number:
 9946459001

TOTAL DUE: \$50,150.00

ATTN: ACCOUNTS PAYABLE
 CURRITUCK COUNTY BOARD OF EDUCATION
 2958 CARATOKE HIGHWAY
 CURRITUCK, NC 27929

FOR PROPER CREDIT PLEASE DETACH THE BOTTOM PORTION OF THIS INVOICE BELOW THE DOTTED LINE AND RETURN THE STUB WITH YOUR PAYMENT

Attachment: 2019-04-01_Agenda_Activity Bus Lease Purchase Docs (Resolution-Lease/Purchase Agreement-Activity Buses)

EPS.SUPPORT@bmo.com

Customer Support Center Fax: 877-247-1866

BMO TRANSPORTATION FINANCE**DIRECT PAYMENT VIA ACH****EPS PAYMENTS**

BMO HARRIS BANK N.A. (the "Bank") offers our Electronic Payment System ("EPS") to initiate automatic ACH payments, drafted from a deposit account of your choice, to make your monthly payments. With payments drafted automatically and the payments being debited from your deposit account, the EPS generally relieves you of the need to send checks to us. **THIS IS AN OPTIONAL SERVICE BEING OFFERED TO YOU.** If you wish to take advantage of the EPS, please check one of the following and complete the items indicated. If you do not wish to use the EPS to make your payments, please disregard this page and the attached Authorization, and simply complete, sign and return the remaining portion of your document package.

Check one:

- ☐ Customer currently has an EPS authorization on file with the Bank, for EPS payments on a previous Account Schedule or Billing ID. Customer authorizes the Bank to use the same Deposit Account and Bank of Deposit information for debiting monthly payments on the following new Account Schedule:

Customer Name: CURRITUCK COUNTY BOARD OF EDUCATION Account Schedule Number: 9946459001

Customer agrees that EPS payments for the new Account Schedule identified above shall be subject to all of the terms of Customer's previous EPS authorization on file with the Bank.

If the Deposit Account is an account established primarily for personal, family or household purposes, the owner of the Deposit Account has the right to receive notice of EPS payments that vary in amount. The Bank will provide an invoice indicating the amount of each EPS payment at least ten (10) days prior to the scheduled date of payment.

An authorized person must sign:

Signature: _____

Print Name: _____

Title: _____

****Please keep the original of this page as your copy of your authorization for EPS payments.****

- ☐ Customer does not currently have other Account Schedules on EPS payments, but would like to use EPS payments. Please do the following:

_____ Complete the attached Authorization with all information.

_____ The Authorization must be signed by an authorized person

_____ Attach a copy of a voided check for the Deposit Account to be debited (without this, your automatic payments will not be set up).

PLEASE SEND THIS PAGE AND THE ATTACHED AUTHORIZATION (IF APPLICABLE) BY FAX TO 877-247-1866, OR BY EMAIL TO EPS.SUPPORT@bmo.com.

If you ever wish to change the Deposit Account from which these or any other EPS payments are debited, please call us at the Customer Care number listed on your invoice to request a DEPOSIT ACCOUNT INFORMATION CHANGE form.

Attachment: 2019-04-01_Agenda_Activity Bus Lease Purchase Docs (Resolution-Lease/Purchase Agreement-Activity Buses)

RESOLUTION

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on April 1, 2019 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be sold at auction or given to another governmental entity:

<u>Description</u>	<u>Service Tag/Serial No.</u>	<u>Asset Tag</u>
Xerox WC5230 Copier	KBM534987	NONE
Xerox WC7120 Copier	XDC337820	7371
Xerox Phaser 6360DN Copier	DBY164302	6587
Xerox Phaser 3300X Copier	NRB512741	NONE
Xerox WCM118i Copier	UPD950443	6821
Xerox WCM118i Copier	UPD948390	6289
Canon IR2270 Copier	SLH02024	6061
Konica-Minolta Bizhub C220 Copier	A0ED013008650	NONE
Konica-Minolta Bizhub C250 Copier	31126503	NONE
Konica-Minolta DI3010F Copier	31727278	NONE

Bob White, Chairman
Currituck County Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board

Attachment: ITS Surplus Resolution - Copiers April 1, 2019 (Surplus Resolution- IT)

NORTH CAROLINA

CURRITUCK COUNTY

GRANT AGREEMENT

This Grant Agreement made, entered into and effective as of the ____ day of March, 2019, by and between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "County"), and HOWARD LAND DEVELOPMENT, INC., a North Carolina corporation, ("Grantee").

WITNESSETH:

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-149 and N.C. Gen. Stat. §153A-280 a county may expend public funds to provide water supply and distribution systems and may contract with a developer or property owner for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, Grantee is developing private property on Barnard Road in Grandy, North Carolina and is constructing or having constructed an 8 inch water main to serve Grantee's development project and the Grantor desires that as part of that Grantee's development project betterments to Grantee's water distribution system is desirable and in the public interest; and

WHEREAS, the County finds that providing a grant to Grantee for the betterment cost to the water distribution improvement that Grantee is constructing on Barnard Road in Grandy, North Carolina is advisable and in the public interest and that after Grantee's receipt of three bids the County's proportionate share is the amount set forth in this agreement.

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

1. In accordance with the terms of this Agreement, the Grantor will provide a grant to the Grantee in the sum of TWENTY-FOUR THOUSAND SIX-HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$24,673.00), for the purpose of constructing 550 feet of 8 inch water main and associated engineering cost along Barnard Road from U.S. Highway 158 to Dot Sears Road in Grandy, North Carolina, (the "Improvements") after Grantor has inspected and accepted the Improvements.

2. Grantee agrees that it will use grant funds only for constructing the Improvements.

3. Grantee agrees that upon County's request Grantee will make a full and accurate accounting to the County of all expenditures of the grant funds.

4. Grantee shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Grant Agreement.

5. The laws of the State of North Carolina shall control and govern this Grant Agreement. Any controversy or claim arising out of this Grant Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Currituck County, North Carolina.

6. Grantee and County respectively bind themselves, their successors, and assigns in respect to the covenants, agreements and obligations contained in this Grant Agreement.

7. This Grant Agreement sets forth the entire agreement between Grantee and the County and supersedes any and all other agreements on this subject between the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the date first above written.

COUNTY OF CURRITUCK

By: _____
Bob White, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

[COUNTY SEAL]

HOWARD LAND DEVELOPMENT, INC.

By: _____
President

ATTEST:

Secretary

[CORPORATE SEAL]

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

Finance Officer

Memorandum

TO: Dan Scanlon, County Manager

From: Sandra Hill

Date: April 1, 2019

Subject: Record Disposal

The Utilities department would like permission to dispose of the following records, which are scheduled for disposal as per the record retention schedule. There are approximately 40 boxes of records.

Time Period	Description
Prior to June 30, 2013	Billing registers - all cycles Adjustment ledgers Calendars Call logs Customer correspondence notes Deposit reports - all utilities EFT files - all utilities Final bills - all utilities Postage statements/reports Reversals - all utilities Unofficial copies web payments - all utilities Utilities year end reports
FY 2014	Adjustment ledgers Billing registers - all cycles Calendars Call logs Customer correspondence notes Deposit reports - all utilities EFT files - all utilities Final bills - all utilities Postage statements/reports Reversals - all utilities Unofficial copies web payments - all utilities Year end reports
FY 2015	Final bills - all utilities Unofficial copies web payments - all utilities
FY 2016	Unofficial copies web payments - all utilities
FY 2017	Unofficial copies web payments - all utilities

Attachment: Record Disposal_April 1_Utilities.pdf (Records Disposal-Utilities)

FY 2018	Unofficial copies web payments - all utilities
FY 2019 through March 31, 2019	Unofficial copies web payments - all utilities

Note: Official web payments documentation is part of the Finance record retention.