



**CURRITUCK COUNTY
NORTH CAROLINA**

November 7, 2022

Minutes – Regular Meeting of the Board of Commissioners

6:00 PM CALL TO ORDER

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

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

Chairman Payment called the meeting to order.

A) Invocation & Pledge of Allegiance

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

B) Ethics Awareness and Conflict of Interest Reminder

Commissioner Jarvis read the Ethics Awareness and Conflict of Interest Reminder. No conflicts were disclosed.

C) Approval of Agenda

Chairman Payment moved to delete New Business Item A from the agenda, Resolution on the Disposal of Real Property. The item will be considered at a Work Session scheduled for Nov 14, 2022, at 6:00 PM. New Business Item F, discussion of Fire Services capital funding requests, was also deleted and would be discussed at a Work Session on December 5, 2022, prior to the 6:00 PM Regular Meeting. Commissioner Beaumont seconded the motion. The motion carried, 6-0.

Approved agenda:

6:00 PM Call to Order

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

Public Comment

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

Commissioner's

Report

County Manager's

Report

County Attorney's

Report

New Business

- A) ~~Resolution of the Currituck County Board of Commissioners Authorizing Disposal of Real Property Pursuant to N.C. GEN. STAT. §160A-269~~ **Moved to Nov. 14, 2022 Work Session**
- B) Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article I of the Currituck County Code of Ordinances by Adding Section 9-11 Prohibiting the Burning of Materials on Construction Sites Located at the Beach
- C) Ordinance of the Currituck County Board of Commissioners Amending Section 10-104 of the Currituck County Code of Ordinances Prohibiting All Beach Fires
- D) An Ordinance of the Currituck County Board of Commissioners Amending Chapter 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 2-325 of the Currituck County Code of Ordinances (Animal Services & Control)
- E) Ordinance of the Currituck County Board of Commissioners Amending Article IV, Chapter 12, of the Currituck County Code of Ordinances Regarding Parking Upon the Road or Shoulder of Still Water Court, Lost Lake Lane, and Bear Foot Path- Villages at Ocean Hill, Corolla
- F) ~~Discussion Regarding Funding of Capital Outlay Requests Presented at the January 2022 Board of Commissioners Retreat for Corolla, Moyock, and Lower Currituck Volunteer Fire Departments.~~ **Moved to December 5, 2022 BOC Meeting/Work Session**

G) Board Appointments

1. Whalehead Stormwater Drainage District Advisory

H) Consent Agenda

1. Budget Amendments
2. Master Fee Schedule Revision-Rental Fees
3. Surplus Resolution-IT Equipment
4. Sole Source Resolution-Harn Hydronautics-Membrane Replacement, SOBWS
5. Job Reclassification-Social Worker Program Manager
6. Tax Department-2022 Order of Collections
7. Currituck Community Park Athletic Complex Pre-Season Practice Policy
8. T-Mobile Northeast LLC License Agreement for Tulls Creek Water Tower
9. Lease Agreement with State Employees Credit Union for an ATM to be Placed in the Judicial Center
10. Consideration for Approval of Mutual Aid Agreement with Department of the Navy for the Provision of Firefighting Assistance
11. Approval Of Minutes-10-17-22, 1-29-16

AdjournSpecial Meeting-Tourism Development Authority

TDA Budget Amendments

Adjourn TDA

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

PUBLIC COMMENT

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

Chairman Payment opened the Public Comment period.

Kim Twine, a resident of the North Point subdivision, voiced opposition to the sale the Moyock Welcome Center for construction of a convenience store and gas station. She expressed disappointment residents were not made aware of the potential sale of the

property sooner, and she cited concerns related to traffic, the environment, and property values.

Barry Nelms of Poplar Branch discussed the purpose and reasons why the County originally purchased the Moyock Welcome Center property and the investments made since. He is opposed to the sale.

Josh Bass, President of the Currituck Chamber of Commerce, relayed his concerns with losing marketing opportunities for area businesses and questioned when and where a new center would be built.

Sandi Ayers, a Moyock resident and Chamber Board member, discussed the role of the Welcome Center and questioned the status of a new welcome center and the business impacts of the sale.

Patrick Carlin of Grandy said the Welcome Center is a nice facility and is opposed to the sale of the property.

Debra Williams of Currituck has worked part time at the center for thirteen years and was shocked to hear of the potential sale. She discussed center operations and amenities available to visitors and asked the Board to give the sale due consideration.

Bryan Bass of Moyock also works at the Welcome Center and echoed sentiments of the other speakers. He noted the business shifts on the mainland and believes the Welcome Center does a good job marketing Mainland businesses.

Cindy Mayberry of Currituck acknowledged attendee's support for the Welcome Center and provided her commercial land sales experience in the County. She said the Welcome Center should have been put up for public sale and is opposed, citing the availability of other suitable parcels in the Moyock area.

Ellen Grandy of Barco Road discussed the Travel and Tourism Department's marketing plan, provided visitor statistics for the Moyock Welcome Center, and voiced opposition to the sale of the property.

Jonna Painter of Moyock expressed concern with increased traffic on Caratoke Highway if the Moyock Welcome Center is sold.

Diane Pike lives in the North Point community and believes the sale will increase traffic and hinder her ability to get out of her neighborhood.

Louise Harrell of South Mills Road and President of Southland, a small business located on Caratoke Highway across from the Welcome Center, is opposed to the sale. She discussed the employment provided by the Welcome Center said the sale would injure Southland's business. She believes the Welcome Center property was under valued.

Susan Zimmerman, Moyock, asked whether an alternate location could be recommended for the buyer to consider.

No others were signed up nor wished to speak and the Public Comment period was closed. Chairman Payment was pleased to receive comments and thanked everyone for attending.

Chairman Payment recessed the meeting at 6:51 PM. The meeting reconvened at 7:03 PM.

COMMISSIONER'S REPORT

Commissioner J. Owen Etheridge encouraged citizens to vote on Election Day if they haven't already done so.

Commissioner McCord reported record early voting numbers for the County. He noted recent pedestrian accidents on Caratoke Highway and the dangers pedestrians face crossing the road. He reported on a recent structure fire on Snowden Road and encouraged everyone to support first responders. He attended a meeting with Corolla residents and property owners to discuss issues with young visitors during Beach Week last season and touted the success of the Bulls and BBQ event held over the weekend. He provided information on the County's annual Christmas Parade.

Commissioner Beaumont also discussed record early voting numbers in the County and encouraged everyone to go out and vote. He reported on the success of the Bulls and BBQ event he attended and the Snowden Road structure fire.

Chairman Payment encouraged people to exercise their right to vote and provided the locations of two polling places in Moyock Township. He discussed his 40th high school reunion he attended and encouraged citizens to support their local fire departments.

Commissioner Mary Etheridge apologized for her absence from the previous Commissioners meeting. She encouraged citizens to donate to the Department of Social Services Operation Santa Claus program and recognized past and current military service members in honor of Veterans Day. She encouraged everyone to vote on Election Day.

Commissioner Jarvis recognized Currituck County's 4-H communications team members and Currituck County's Cayden Lowe, who took first place in the competition. She acknowledged Travel and Tourism staff and the success of the Bulls and BBQ event and thanked the County for participating in Operation Green Light as a way to honor military Veterans. She encouraged everyone to get out and vote.

COUNTY MANAGER'S REPORT

County Manager, Ike McRee, updated Commissioners on the construction status of the new Corolla ABC Store, which is in the process of being rebid. He reported a lengthy lawsuit the County has been in since 1993 with Mermaids, an adult entertainment business, was over. He announced the County has received 804 survey responses from citizens of Moyock Township who were asked to share their views on curbside trash collection. Mr. McRee announced county office closings for Veterans Day.

Chairman Payment announced the cancellation of the Board of Commissioners November 21, 2022, Regular Meeting.

COUNTY ATTORNEY'S REPORT

County Attorney, Megan Morgan, announced upcoming Board of Adjustment hearings and provided information on a free dental clinic that will be available for Veterans on Veterans Day.

NEW BUSINESS

A. Resolution of the Currituck County Board of Commissioners Authorizing Disposal of Real Property Pursuant to N.C. GEN. STAT. §160A-269

This item was removed from the agenda and will be discussed at a Work Session on November 14, 2022.

RESULT:	WITHDRAWN
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B. Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article I of the Currituck County Code of Ordinances by Adding Section 9-11 Prohibiting the Burning of Materials on Construction Sites Located at the Beach

Megan Morgan, County Attorney, presented the seconded reading of the ordinance prohibiting burning of construction materials at all building sites located in Corolla and the Outer Banks beach areas of Currituck County. Originally presented October 17, 2022, a second reading was automatically required due to the criminal penalty set out in the Ordinance.

Commissioner McCord moved for approval of the Ordinance. Commissioner Jarvis seconded the motion. The motion carried, 6-0.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 9, ARTICLE I OF THE CURRITUCK COUNTY CODE OF ORDINANCES BY ADDING SECTION 9-11 PROHIBITING THE BURNING OF MATERIALS ON CONSTRUCTION SITES LOCATED AT THE BEACH

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries;

WHEREAS, the County has a duty to ensure there is adequate fire prevention located near its beaches, where there are typically stronger winds and, given the location and nature of the area, it is more difficult for the fire department to respond.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding Section 9-11 to Chapter 9, Article I to read as follows:

Sec. 9-11. Burning at Construction Sites Prohibited.

No person shall burn unused materials at construction sites. This also includes materials produced from clearing lots. Those materials shall be removed offsite or chipped onsite, but not burned on site. This section only applies to those sites located at or near the Currituck beaches north of the Currituck County/Dare County line and south of the Virginia/North Carolina border.

A violation of this section shall be a misdemeanor, and, upon conviction, the violator shall be punished with imprisonment of not more than 30 days or a fine or not more than \$500.00.

PART II. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

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

PART IV. This ordinance is effective upon adoption.

APPROVED at first reading this 17th day of October, 2022.

ADOPTED at second reading this 7th day of November, 2022.

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

C. Ordinance of the Currituck County Board of Commissioners Amending Section 10-104 of the Currituck County Code of Ordinances Prohibiting All Beach Fires

County Attorney, Megan Morgan, reviewed the Ordinance prohibiting all open fires on the beaches of Currituck County. The ordinance provides an exception for fires fueled by propane, and Commissioners agreed to revise language to allow fire fueled by "other bottled gas" in addition to propane. Originally presented October 17, 2022, a second reading was automatically required due to the criminal penalty set out in the Ordinance.

Commissioner Beaumont moved for approval of the Ordinance. Commissioner Mary Etheridge seconded the motion. The motion carried, 6-0.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 10-104 OF THE CURRITUCK COUNTY CODE OF ORDINANCES PROHIBITING ALL BEACH FIRES

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, the current ordinance only prohibits bonfires on the beach and due to health and safety concerns, this amendment will prohibit all fires;

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 10-104 of the Code of Ordinances to read as follows:

Sec. 10-104. - ~~Bonfire~~ not permitted

No person, other than a licensed commercial fisherman actively engaged in fishing, shall kindle or maintain any ~~bonfire~~ or authorize any such fire to be kindled or maintained on the Currituck beaches north of the Currituck County/Dare County line and south of the Virginia/North Carolina border. This prohibition does not apply to fire fueled by propane or other bottled gas.

A violation of this section shall be a misdemeanor, and upon conviction, the violator shall be punished with imprisonment of not more than 30 days or a fine or not more than \$500.00.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

APPROVED at first reading this 17th day of October, 2022.

ADOPTED at second reading this 7th day of November, 2022.

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

D. An Ordinance of the Currituck County Board of Commissioners Amending Chapter 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 3-235 of the Currituck County Code of Ordinances (Animal Services & Control)

County Attorney, Megan Morgan, reviewed language changes to the County's Animal Control Ordinance. Ms. Morgan confirmed changes that were made at the request of Board members at the first reading. Amendments were necessary to ensure actions of the County's animal control officers are compliant with state law. Originally presented October 17, 2022, a second reading was automatically required due to the criminal penalty set out in the Ordinance.

Commissioner Jarvis moved for approval of the Ordinance. Commissioner McCord seconded the motion. The motion carried, 6-0.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 3-235 OF THE CURRITUCK COUNTY CODE OF ORDINANCES

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-127, a county may by ordinance define and prohibit the abuse of animals;

WHEREAS, pursuant to Session Law 2021-138, violation of a county ordinance may be a misdemeanor or infraction only if the county specifies such in the ordinance, which may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by N.C. Gen. Stat. § 14-4;

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

WHEREAS, Currituck County oversees the Department of Animal Services and Control, not the Sheriff's Office, and the County no longer employs a County dog warden and deputy dog warden for authority and responsibility of animal control. The County employs Animal Control officers, whose responsibilities are clarified by this amendment;

WHEREAS, the purpose of this Ordinance Amendment is to protect the health, safety and welfare of Currituck County residents and the animals residing within the County and to regulate and control the conduct, keeping and care of those animals.

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

PART I. **Sec. 3-1(c)** of The Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

- (c) Any person violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not more than \$500.00. Each day any violation of this Ordinance shall constitute a separate offense, unless otherwise specified.

PART II. **Sec. 3-29(a)** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

- (a) The violation of any provision of this article shall be a misdemeanor, and upon conviction shall be punished by a fine of not more than \$500.00. Each day any violation of this Ordinance shall constitute a separate offense, unless otherwise specified.

PART III. **Sec. 3-63- Agency authority and Responsibility** of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

- (a) There is hereby established by the board of commissioners, ~~a county dog warden and deputy dog warden, along with~~ a department of animal services and control, for which shall be employed animal control officers and such other employees as shall be determined necessary by the board of commissioners.
- ~~(b) There is hereby established by the board of commissioners, a department of animal control, for which shall be employed animal control officers and such other employees as shall be determined necessary by the board of commissioners.~~
- ~~(c) The county dog warden and deputy dog warden shall:~~
 - ~~(1) Serve at the pleasure and under the supervision of the Sheriff of Currituck County.~~
 - ~~(2) Be appointed by the County Manager of Currituck County at the recommendation of the Sheriff of Currituck County.~~
 - ~~(3) Have the authority to write citations for violations of all laws of North Carolina and all ordinances of Currituck County pertaining to dogs pursuant to N.C.G.S. 67-31 and 15A.~~
 - ~~(4) Not exercise any authority of physical custody for any person found in violation of the laws of North Carolina or the ordinances of Currituck County pertaining to dogs unless duly certified by the North Carolina Sheriff's Commission as a law enforcement officer or as permitted under N.C.G.S. 15A-404.~~
 - ~~(5) Be authorized to store at the animal shelter or carry in division vehicles firearms approved for use by the Sheriff of Currituck County and use such firearms when necessary to enforce sections of this chapter or other applicable law for the control of wild, vicious or diseased animals.~~
- (d) The ~~county dog warden, deputy dog warden and~~ Department of Animal Services and Control shall:
 - (1) Have the responsibility along with law enforcement agencies to enforce all laws of North Carolina and all ordinances of Currituck County pertaining to animals and shall cooperate with all law enforcement officers within Currituck County in fulfilling this duty.
 - (2) Have the authority to issue citations for violations of all laws of North Carolina and all ordinances of Currituck County pertaining to dogs;
 - (3) Enforce and carry out all laws of North Carolina and all ordinances of Currituck County pertaining to rabies control.
 - (4) Organize and conduct, in conjunction with the health department, ~~semi-annual~~ rabies vaccination clinics. ~~for which shall be charged a nominal fee as established by the board of commissioners.~~

- (5) Be responsible for the investigation of all reported animal bites, for the quarantine of any dog or cat involved and suspected of having rabies, for a period of not less than ten days, and for reporting to the health ~~director~~ department as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.
- (6) Be responsible for the operation of the animal quarantine shelter.
- (7) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or other animal in Currituck County involved in violation of this or any other county ordinance or state law.
- (8) Investigate cruelty or abuse with regard to animals and make written reports of such investigations and, when requested, provide such reports to appropriate law enforcement officers or the District Attorney's office.
- (9) Make such canvasses of the county, including the homes in the county, as necessary for the purpose of ascertaining compliance with this article or state statute.
- (10) Keep, or cause to be kept, accurate and detailed records of:
 - a. Seizure, impoundment, and disposition of all animals coming into the custody of the animal control program.
 - b. Bite cases, violations and complaints, and investigation of same
 - c. All monies belonging to the county which were derived from fees, penalties, license tags, sales of animals, or other sources.
 - d. Any other matters deemed necessary by the health ~~director~~ department and county manager.
- (11) Be empowered to issue notices of violation of this article in such form as the county manager may prescribe.

PART IV. **Sec. 3-64- Cruelty to Animals.** Of the Code of Ordinances, Currituck County, North Carolina, shall add the following subsection:

(f) A violation of this section shall be punishable under the provisions of N.C. Gen. Stat. §14-360.

PART V. **Sec. 3-67- Animals creating nuisance prohibited** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (a) It shall be unlawful for an owner or keeper to permit an animal or animals to create a nuisance, or to maintain a nuisance created by an animal or animals.
- (b) Compliance shall be as follows:
 - (1) When an animal control officer, law enforcement officer, or person duly authorized by the county manager observes a violation, the owner or keeper will be provided written notification of such violation ~~and be given 48 hours from time of notification to abate the nuisance.~~ indicating the time permitted to abate the nuisance, which is within the discretion of the animal control officer.
 - (2) Upon receipt of a written detailed and signed complaint being made to the animal control officer or by any person over the age of 18 years, that any other person is maintaining a nuisance as defined in this article, the animal control officer shall cause the owner or keeper of the animal or animals in question to be notified that a complaint has been received, and shall cause the situation complained of to be investigated and a report and findings thereon to be reduced to writing.
 - (3) If the written findings indicated that the complaint is justified, then the animal control officer or person duly authorized by the county manager shall cause owner or keeper of the animal or animals in question to be so notified in writing, and ordered to abate such nuisance within the time established by the animal control officer, unless the animal is determined to be dangerous to persons or property, by whatever means may be necessary. In the event the owner or keeper of the animal or animals is unknown and cannot be ascertained, ~~the notice and order, along with a general description of the animal or animals shall be posted for 48 hours at the animal shelter and the county~~

~~courthouse.~~ a notice shall be posted on the property of the owner or keeper of the animal to contact the animal shelter within 24-48 hours.

- (4) In the event the owner or keeper of the animal or animals is unknown and cannot be ascertained, the notice ~~and order~~, along with a general description of the animal or animals shall be posted for ~~seven~~ five days at the animal shelter. If after ~~seven~~ five days the owner or keeper of the animal or animals remains unknown, the animals may be impounded or humanely destroyed if necessary.

- (c) It shall be unlawful for a person to fail or refuse to abate the nuisance as required by this article. Any person violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not more than \$500.00. Each day any violation of this Ordinance shall constitute a separate offense, unless otherwise specified.

- (d) In the event the owner or keeper does not abate such nuisance within the time ordered by the animal control officer, Animal Services and Control shall notify the owner or keeper in writing that the animal may be impounded or a civil penalty may be issued.

PART VI. **Sec. 3-71(b)- Vaccination tag and certificate** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (f) If an owner fails to comply with the vaccination requirements or to produce proof of vaccination when required, the owner may be charged with a Class 1 misdemeanor and/or the County can seek an injunction.

PART VII. **Sec. 3-72(a). Notice to health director when person bitten; confinement of animal** of the Code of Ordinances, Currituck County, North Carolina, is amended is follows:

- (a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or ~~his~~ parent or guardian if such person is a minor, and the person owning such animal or having the same in his or her possession or under his or her control, to notify the ~~sheriff or a person duly authorized by the sheriff~~ local health director immediately and give their names and addresses; and the owner or person having such animal in his or her possession or under his or her control shall immediately relinquish custody of the animal for ~~quarantine in the Currituck County Quarantine Shelter~~ confinement at a place designated by the health department for a period of ten days.

PART VIII. **Sec. 3-73. Destruction or confinement of animal bitten by a known rabid animal** of the Code of Ordinances, Currituck County, North Carolina, is amended as follows:

~~Animals not vaccinated against rabies which are bitten by a known rabid animal shall be immediately destroyed, unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of six months at the owner's or keeper's expense. If the animal has a current rabies vaccination, it shall be revaccinated and returned to the owner or keeper.~~

If the health department reasonably suspects an animal has been exposed to rabies, the following rules apply:

- (a) Dogs, cats, and ferrets that have never been vaccinated should be euthanized immediately or placed in strict quarantine for four months (dogs and cats) or six months (ferrets). If quarantined, the animal should be vaccinated within ninety-six hours of exposure.
- (b) Dogs and cats with appropriate documentation of vaccination should receive a booster vaccination within ninety-six hours of exposure be under the control of owner and observed for forty-five days for signs of illness.
- (c) If the owner reports the dog or cat has been vaccinated but does not have proper documentation, the animal may be placed in strict quarantine as if they were unvaccinated as described in (a) above.

PART IX. **Sec. 3-78- Impoundment** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (a) Any animal which appears to be lost, stray or unwanted, ~~or~~ a dog not wearing a currently valid rabies tag as required by state law or this article, has been declared dangerous and is outside and not in a secure pen or on a restraint, that is a danger to the public, that is in imminent danger, abandoned, or for any other reason designated in this Chapter is a nuisance may be seized, impounded, and confined in a humane manner at the animal shelter.
- (b) Impoundment of such an animal shall not relieve the owner or keeper thereof from any penalty which may be imposed for violation of this article.
- (c) If an animal is impounded, the Department of Animal Services and Control may take the animal to a veterinary hospital for stabilization for a period of 24 hours if necessary. The owner of the animal shall be subject to payment of costs associated with the treatment of the animal.

PART X. **Sec. 3-79(b)-(d)- Redemption, adoption** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (b) The owner shall be entitled, after the expiration of any quarantine, to resume possession of the animal, and the payment of a shelter fee and the payment of the boarding expenses. The fees for reclaiming an animal and adoption fees shall be set by the ~~operator of the animal shelter~~ Department of Animal Services and Control. Adoption fees charged by the animal shelter shall not exceed ~~\$50.00~~ \$100.00 for a cat/kitten and ~~\$100.00~~ \$200.00 for a dog/puppy. The Department of Animal Services and Control ~~The operator of the animal shelter~~ shall receive approval from the board of commissioners for any fee that exceeds said amounts except when adopting at events held outside of Currituck County, fees may be comparable to those charged by other similar humane organizations in that area.
- (c) If the owner/keeper of an animal does not reclaim or resume responsibility for their animal after the required quarantine period is over, within 3 days, the animal will become property of the Animal Shelter. The owner is responsible for payment of the quarantine fee even if the animal has not been reclaimed by the owner and is now property of the Animal Shelter.
- (d) Nothing in this Chapter shall require the Department of Animal Services and Control to release an animal that has been impounded that is need of protection because of cruel treatment.

PART XI. **Sec. 3-80(a). Destruction or adoption of unredeemed animal generally** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (a) If an impounded animal is not redeemed by the owner or keeper within the period prescribed in this section, it may be destroyed in a humane manner or shall become property of the animal shelter and its operators ~~or if this is not possible, an organization duly chartered by the Society for the Prevention of Cruelty to Animals or the Humane Society of the United States.~~ It may be offered for adoption to a responsible adult who is willing to comply with this article, with policies promulgated by the board of commissioners, and qualifies according to the requirements set forth in the animal shelter operators' adoption contract.

PART XII. **Sec. 3-84. Destruction of wounded, diseased or unwanted animals** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

Sec. 3-84. Abandoned Animals and/or Destruction of wounded, diseased or unwanted animals

- (a) No animal shall be left at the animal shelter before or after the posted hours of operation of the animal shelter, unless authorized by the ~~Sheriff of Currituck County~~ Department of Animal Services and Control or a person duly authorized thereby.
- (b) No owner or keeper of any animal shall willfully abandon such animal on any street, road, highway, public place or private property when not in the care of another person.
- (c) Notwithstanding any other provision of the article, any animal seized and impounded which is badly wounded, diseased and not a rabies suspect, or unweaned and has no

identification, the Department of Animal Services and Control shall attempt to notify the owner or keeper of the animal before disposing of the animal. If the owner or keeper of the animal cannot be reasonably ascertained or readily available and the animal is suffering, the Department of Animal Services and Control may destroy the animal at its discretion in a humane manner.

PART XIII. **Sec. 3-87(a)** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (a) It shall be unlawful for any person in the county knowingly and intentionally to harbor, feed, keep in possession by confinement or otherwise ~~retain~~allow to remain on his property any animal which does not belong to them, unless ~~he has~~ they have, within 72 hours from the time such animal came into his possession, notified the animal control officer. Upon receiving such notice, the animal control officer or person duly authorized by the board of commissioners may take such animal and place it in the animal shelter or the animal may remain with the reporting person and be dealt with as provided by this article.
- (b) It shall be unlawful for any person to refuse to surrender any such stray animal to the animal control officer or person duly authorized by the county manager upon demand, if the owner of the stray animal has been located and requests return of the stray animal.
- (c) It shall be unlawful to maintain or feed any stray animal on any property in Currituck County. Owner/keeper of any groups, colonies, or gatherings shall be required to provide proof of a rabies vaccination. The owner/keeper of the group, colony or gathering shall be responsible for the welfare of their animals, this including, but not limited to, medical care, daily feeding and adequate shelter.

PART XIV. **Sec. 3-201(c)- Currituck Dog Restraint Ordinance** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (c) Hunting dogs shall be excluded from the provisions requiring physical restraint while the dogs are engaged in hunting or training or the owners are actively looking for them provided that the hunting complies with North Carolina law. This exception only applies for a reasonable time and distance, which is within the discretion of the Animal Control officer to determine.

PART XV. **Sec. 3-234- Mistreatment of animals prohibited** of the Code of Ordinances, Currituck County, North Carolina, shall add the following section:

- (5) Any person who violates this Section of this chapter is guilty of a class 3 misdemeanor as defined by state law at the time of the offense, unless otherwise provided by law.

PART XVI. **Sec. 3-325- Sanctions and penalties** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

Any person who fails, refuses or otherwise violates this article, in addition to criminal penalties described above, shall be subject to the following civil actions:

- (1) Pursuant to G.S. 19A-46, ~~animal control~~ an animal cruelty investigator appointed by the board of commissioners may obtain a magistrate's order to take possession of the animal.
- (2) If the conditions pose an immediate threat to the health or safety of the animal or the public, animal control may impound ~~summarily seize~~ the animal in accordance with Sections 3-78 through 3-81 of this Ordinance ~~the following~~:
 - a. A notice of ~~seizure~~ impoundment describing the exigent circumstances warranting the ~~seizure~~ impoundment shall be left with the owner or affixed to the premises. Examples of circumstances include but are not limited to the following:
 - 1. Unsanitary conditions resulting from the number of animals involved.
 - 2. Unsanitary conditions resulting from the owner's inability or unwillingness to clean the area where the animals are housed.

- ~~b. The owner of the animal seized pursuant to this section may appeal the seizure by filing a request for appeal with the office of the sheriff as set forth in subsection (6).~~
 - c. If the owner fails to redeem the animal within the time limit provided by this ordinance ~~or fails to timely request an appeal or fails to timely appeal the sheriff's decision~~, the animal shall become the property of the county.
- (3) If it is determined by the animal control officer that the animal is not in immediate danger or the problem which gives rise to the inadequate or cruel treatment can be corrected within 72 hours, the office may, in lieu of subsection (1) or (2) of this section, issue a written notice of violation directing the owner or possessor of the animal to correct the problem within 72 hours. If the condition or problem is not corrected within 72 hours, the animal control officer may ~~take action as outlined in subsection (1) or (2) of this section.~~ apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order to correct the problem or animal control will impound the animal (s) and maintain custody of them for care, subsequent adoption, or euthanasia if the circumstances warrant it.
- (4) *Criminal penalties.* Any person who violates ~~any section of this chapter~~ this article is guilty of a class 3 misdemeanor as defined by state law at the time of the offense, unless otherwise provided by law.
- (5) *Civil penalties.* The Department of Animal control is authorized to assess civil penalties in the following manner:
 - a. A civil penalty of \$25.00 shall be assessed for the first violation of any section of this chapter.
 - b. A civil penalty of \$75.00 shall be assessed for the second violation of any section of this chapter.
 - c. A civil penalty of \$150.00 shall be assessed for the third violation of any section of this chapter.
 - d. A civil penalty of \$250.00 shall be assessed for the fourth and any subsequent violations of any section of this chapter.A civil penalty is due and owing upon assessment. Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding civil penalty that was assessed prior to the animal being surrendered or as a result of the animal being impounded. If payment of a civil penalty is not received within five working days of issuance, animal control may initiate legal proceedings to recover the amount of the penalty.
- ~~(6) Challenge to seizure order. If the owner wishes to challenge the seizure order, then the owner must submit in writing the basis of the challenge within five days of the seizure of the animal, not counting the day of seizure of the animal. The challenge must be filed with the office of the director of the area health department. The director is authorized to hear and decide the challenge to the seizure order. The director shall conduct a hearing to determine if the decision is correct or incorrect that the animal is in circumstances that pose a danger to the public safety or public health, is a nuisance as defined herein, or is being subjected to unsanitary or inhumane conditions as defined herein. If the director determines the circumstances to pose a danger to the public safety or public health, then the animal control officer shall turn the animal over to the county animal shelter. The decision of the director shall be mailed to the person requesting the appeal by certified mail, return receipt requested within three working days of the final decision. If the decision of the director is against the person requesting the appeal, such person may appeal the decision to the county superior court by filing a notice of appeal and petition for judicial review within ten days of the written decision. Any sanctions or penalties imposed shall be enforceable during the pendency of any appeal. In the event of an appeal to the courts from the sheriff's decision, the~~

~~animal shall be confined at the animal shelter, and a cash bond shall be requested for all costs whatsoever attendant upon county's retention of the animal.~~

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

PART XIX. This ordinance is effective immediately upon adoption.

FIRST READING this 17th day of October, 2022.

ADOPTED this 7th day of November, 2022.

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

E. Ordinance of the Currituck County Board of Commissioners Amending Article IV, Chapter 12, of the Currituck County Code of Ordinances Regarding Parking Upon the Road or Shoulder of Still Water Court, Lost Lake Lane, and Bear Foot Path-Villages at Ocean Hill, Corolla

County Attorney, Megan Morgan, reviewed the request from Villages at Ocean Hill property owners to authorize the Sheriffs Office to enforce parking regulations on three additional roads in the subdivision. The Board discussed debris clean up and other responsibilities relative to privately-owned roads, and County Manager, Ike McRee, suggested a letter be sent to property owners to affirm their responsibility. A second reading of the Ordinance is required due to the absence of Commissioner White, and Chairman Payment moved for the item to be continued to the November 14, 2022 Work Session for a second reading. Commissioner Beaumont seconded the motion and the motion carried, 6-0.

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

F. Discussion Regarding Funding of Capital Outlay Requests Presented at the January 2022 Board of Commissioners Retreat for Corolla, Moyock, and Lower Currituck Volunteer Fire Departments.

This item was removed from the agenda and will be discussed at a Work Session on December 5, 2022.

G) Board Appointments**1. Whalehead Stormwater Drainage District Advisory**

James Cummings was nominated to serve on the Whalehead Stormwater Service District Advisory Board. Commissioner McCord moved for approval and Commissioner J. Owen Etheridge seconded the motion. The motion carried, 6-0.

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

H) Consent Agenda

Commissioner Jarvis moved for approval of the Consent Agenda. Commissioner Mary Etheridge seconded the motion. The motion carried, 6-0, and Consent Agenda was approved.

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

1. Budget Amendments

20230033		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
61818-557100	Software License Fees	\$ 5,000	
61818-561000	Professional Fees	\$ 2,000	
61360-471000	Tap & Connection Fees		\$ 7,000
66868-557100	Software License Fees	\$ 5,000	
66868-561000	Professional Fees	\$ 2,000	
66360-471000	Tap & Connection Fees		\$ 7,000
		\$ 14,000	\$ 14,000
Explanation:	Mainland Water Fund (61818); Southern Outer Banks Sewer Fund (66868) - Increase appropriations for purchase and training for Tyler Notify. This is a system that will allow utility customers to enroll and get notifications that they have a new bill, a past due bill, there is an interruption of service in the area, etc.		
Net Budget Effect:	Mainland Water Fund (61) - Increased by \$7,000. Southern Outer Banks Water Fund (66) - Increased by \$7,000.		
20230034		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
52330-445302	2019 SCBA Grant	\$ 995,000	
52330-482000	NCD & CS Grant	\$ 10,459	
52330-448201	Hurricane Matthew Grant	\$ 219,130	
52330-448202	NC Div Water Resources Grant	\$ 48,250	
52390-495010	T F - Operating Fund	\$ 142,925	
52390-495025	T F - Guinea Mill Watershed	\$ 4,825	
52541-590001	SCBA FEMA Grant		\$ 1,094,500
52606-545000	Hog Bridge Ditch Grant		\$ 10,459
52606-545001	Hurricane Matthew Grant		\$ 219,130
52606-545002	US Army Corp Watershed Grant		\$ 96,500
		\$ 1,420,589	\$ 1,420,589
Explanation:	Multi-year Grant Fund (52) - To close out completed projects in the Multi-year Grant Fund.		
Net Budget Effect:	Multi-year Grant Fund (52) - Decreased by \$1,420,589.		

20230035			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
10410-553000	Dues & Subscriptions	\$	500	
10410-532000	Supplies			\$ 500
10480-553000	Dues & Subscriptions	\$	425	
10480-532000	Supplies			\$ 425
		\$	925	\$ 925
Explanation:	Administration (10410); Register of Deeds (10480) - Transfer funds due to increases in annual dues.			
Net Budget Effect:	Operating Fund (10) - No change.			
20230036			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
210546-531006	Gas	\$	7,519	
210390-499900	Appropriated Fund Balance			\$ 7,519
		\$	7,519	\$ 7,519
Explanation:	Corolla VFD (210546) - Increase appropriations for FY 2023. The calculation for FY 2023 was based on a 3% increase over the FY 2022 ending operating budget. The original operating budget was \$186,600, which would have been 192,198 after 3% increase. A budget amendment was done during FY 2022 to move operating funds to capital to purchase equipment, which reduced the operating budget to \$179,100, which was \$184,473 for FY 2023 with the 3% increase. This budget amendment increase the appropriation to Corolla VFD to the original operating budget for FY 2022 with the 3% increase.			
Net Budget Effect:	Fire Services Fund (12) - Increased by \$7,519.			

20230037		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
20609-590000	Capital Outlay	\$ 971,967	
20390-495015	T F - Occupancy Tax		\$ 154,540
20390-499900	Appropriated Fund Balance		\$ 817,427
		\$ 971,967	\$ 971,967
Explanation:	Whalehead Stormwater Drainage (20609) - Increase appropriations for Bonito stormwater drainage system. In addition to the contract to upgrade the drainage system, this project will include upgrades by Dominion Power, Instrulogics for monitoring equipment, meter replacement and betterment costs to expand the existing 4 foot walkway to an 8 foot walkway. The walkway expansion will be funded through Occupancy Tax.		
Net Budget Effect:	Whalehead Watershed Drainage Service District Fund (20) - No change.		
20230038		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
56868-590010	2022 SOBWS Water Plant Expansion	\$ 4,497,683	
56868-590011	2023 Well for SOBWS	\$ 1,700,000	
56390-495066	T F - SOBWS		\$ 2,848,841
56390-495015	T F - Occupancy Tax		\$ 3,348,842
66868-587056	T T - SOBWS Construction	\$ 398,841	
66390-499900	Appropriated Retained Earnings		\$ 398,841
		\$ 6,596,524	\$ 6,596,524
Explanation:	Southern Outer Banks Operations (66868); Southern Outer Banks Construction (56868) - Increase appropriations to fund the Southern Outer Banks Water Plant Expansion and additional well sites. This project will be funded by utility fees, system developmental fees and supplemented by Occupancy Tax. A majority of the properties served by this water system serve tourism related rental properties and businesses.		
Net Budget Effect:	Southern Outer Banks Construction Fund (56) - Increased by \$6,197,683. Southern Outer Banks Operating Fund (66) - Increased by \$398,841.		

20230039			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
55390-495061	T F - Mainland Water Operating Fund			\$ 2,561,031
55818-590010	2022 Mainland Water Plant Expansion	\$ 2,561,031		
610390-499900	Appropriation Retained Earnings			\$ 750,000
610818-587055	T T - Mainland Water Construction	\$ 750,000		
61390-499900	Appropriated Retained Earnings			\$ 611,031
61818-587055	T T - Mainland Water Construction	\$ 611,031		
			\$ 3,922,062	\$ 3,922,062
Explanation:	Mainland Water Construction Fund (55818); Mainland Water System Developmental Fees (610818) Mainland Water Operating Fund (61818)- Increase appropriations for the Mainland Water Plant Expansion project. This will be funded through Mainland Water utility fees and devekpnmental fees.			
Net Budget Effect:	Mainland Water Construction Fund (55) - Increased by \$2,561,031.			
,	Mainland Water System Developmental Fee Fund (610) - Increased by \$750,000.			
	Mainland Water Operating Fund (61) - Increased by \$611,031.			

2. Master Fee Schedule Revision-Rental Fees

COUNTY OF CURRITUCK									
Master Fee Schedule									
AIRPORT FEES									
After Hours Fee - 5:01 PM through 7:59 AM Daily				\$75 first hour/\$25 each additional hour					
Concession Fees:									
Aviation Maintenance & Repair Services				\$	75	Annual Fee			
Based Charter Aircraft Travel Services				5% of booked fee, due on 10th of month following end of quarter (Jan 10/Apr 10/Jul 10/Sep 10)					
Banner Towing Operations				\$	75	Annual Fee			
Crop Dusting					\$	300	Annual Fee		
Flight Lessons/0 Currituck based planes				\$	300	Annual Fee			
Flight Lessons/1 Currituck based plane				\$	150	Annual Fee			
Flight Lessons/2 or more Currituck based planes				\$	75	Annual Fee			
Hang Gliding				\$	7,000	Annual Fee			
Ramp Fee				\$	50	Not waived with fuel purchase			
Rental Car Services				\$	300	Annual Fee			
Ground Power Unit (GPU)				\$	50	per hour			
Hangar Leases:									
Non-commercial leases				\$	2,760	Annual/due in monthly payments of \$230			
Commercial:									
A-5-T, A-11-T & office space 2 combined				\$	5,796	Annual paid monthly payment of \$483			
A-5-T, A-11-T & office space 2 combined				\$	5,506	Annual paid once a year in advance			
						Annual if three year lease agreement. This may be paid by			
A-5-T, A-11-T & office space 2 combined				\$	5,216	monthly payments of \$435			
C-2, C-3, C-4 and C-5				\$	6,555	Annual paid monthly of \$546.25			
C-2, C-3, C-4 and C-5				\$	6,227	Annual paid once a year in advance			
						Annual if three year lease agreement. This may be paid by			
C-2, C-3, C-4 and C-5				\$	5,900	monthly payments of \$492			
A-1-T, A-6-T & office space 1 combined				\$	5,520	Annual			
A-1-T, A-6-T & office space 1 combined				\$	5,244	Annual paid once a year in advance			
						Annual if three year lease agreement. This may be paid by			
A-1-T, A-6-T & office space 1 combined				\$	4,968	monthly payments of \$414			
B-1-C & B-2-C				\$	5,520	Annual			
B-1-C & B-2-C				\$	5,244	Annual paid once a year in advance			
						Annual if three year lease agreement. This may be paid by			
B-1-C & B-2-C				\$	4,968	monthly payments of \$414			
C-1				\$	7,590	Annual			
C-1				\$	7,211	Annual paid once a year in advance			
						Annual if three year lease agreement. This may be paid by			
C-1				\$	6,831	monthly payments of \$569			
						Monthly fee for Hangar payments received after the 10th of			
Hangar Late Fee				\$	15	the month of rent.			
Landing Fee				\$	100	Fee waived with 150 gallon fuel purchase.			
Overnight Fee				\$	75	One night fee waived with 150 gallon fuel purchase.			
Tie-down Lease				\$	10	Monthly fee.			
						Monthly fee for Hangar payments received after the 10th of			
Tie-down Lease Late Fee				\$	15	the month of rent.			
ANIMAL SERVICES AND CONTROL									
Adoption Fee - Cat				\$	75	Per animal. Discounts may be authorized by the Shelter Manager or County Manager.			
Adoption Fee - Dog				\$	125	Per animal. Discounts may be authorized by the Shelter Manager or County Manager.			
Bite Quarantine				\$	10	Per day			
Rabies Shots - County sponsored events				\$	10				
Reclaim Fees:									
1st offense				\$	25				
2nd offense				\$	50				
3rd offense				\$	75				
4th offense				\$	100				
Daily rate for housing animals turned in to shelter				\$	10	Per day for any portion of day in shelter			
Safekeeping Fee				\$	10	Per day			

COMMUNICATIONS						
Digital format 911 data		\$	25	Per request		
911 Incident Reports/Transcripts		\$	1	Per page		
COMMUNITY DEVELOPMENT						
			Residential		Commercial	
Central Permitting Fees:						
New construction and additions			\$0.50 per sf		\$0.60 per sf	
Alterations			\$0.25 per sf		\$0.30 per sf	
Cell Tower Evaluation					\$1,000 minimum; actual cost for more complex evaluations	
Decks			\$0.35 per sf		\$0.50 per sf	
Demolition			\$50		\$100	
Detached Buildings			\$0.25 per sf		\$0.35 per sf	
Fuel Pumps			N/A		\$50 per pump	
Fuel Tanks Above or Below Grade			N/A		\$250 per tank	
HVAC change out (includes all trade permits)			\$50		\$100	
Insulation (new)			\$75		\$125	
Insulation (alteration)			\$30		\$50	
Metal Carport, pre-manufactured (Open, enclosed 50% or open on two ends)		Greater than 400 sq ft	\$50		\$100	
Wooden Carport, Pole Barns (Open, enclosed 50% or open on two ends)			\$50		\$100	
Mobile Homes			\$0.30 per sf		\$0.40 per sf	
Modulars			\$0.30 per sf		\$0.40 per sf	
Trade Permits P M E G (New)			\$75 each		\$125 each/per suite	
Trade Permits P M E G (Alterations)			\$30 each		\$75each/ per suite	
Roofing (sheathing replacement)			\$75.00		\$100	
Roofing (shingles only)			> \$20,000 project \$50		\$75	
Solar array		\$50 base + \$0.20 per panel			\$200 base + \$0.20 per panel	
County, State, Federal, Non-profit			No fee		No fee	
Miscellaneous:						
Bulkhead, Pier, Dock, Boatlift			\$100.00		\$200	
CAMA Minor Permit			\$100.00		\$100	
Elevator (includes trade permits)			\$100.00		\$200	
Fire Alarm			N/A		\$100	
Fire Sprinklers			\$50.00		\$100	
Hot Tub (includes trade permits)			\$100.00		\$150	
Moving Permit			\$0.20 per sf		\$0.20 per sf	
Retaining wall			\$50 each		\$100 each	
Siding replacement		> \$20,000 project	\$50		\$75	
Swimming Pool (includes trade permits)			\$100.00		\$250	
Signs (on premise)			N/A		\$75 per sign	
Signs (off premise)			N/A		\$100 per sign	
Temporary Office			N/A		\$60	
Tents and Membrane Structures		Greater than 800 sq ft	\$100		\$200 per structure	
Towers					\$500 each	
Window, Door replacement		> \$20,000 project	\$50		\$75	
Wind Turbine			\$200 each		\$500 each	
Amusement rides, water slides			N/A		\$500 each ride	
Minimum permit fee			\$50		\$100	
Projects that do not fall within the categories above shall be figured on a cost of construction basis as follows:						
\$1-\$5,000			\$50.00		\$100	
Over \$5,000			\$10 per \$1,000		\$20 per \$1,000	
Inspection Division Fees:						
Re-inspection			\$75 per trip		\$75 per trip	
Working without a permit			Greater of \$50		Greater of \$100 or 25% of cost	
Private Schools/Daycare inspection			N/A		\$100	
ABC Inspections			N/A		\$100	
Commercial Exhaust Hoods			N/A		\$100 each	
Generators (includes trade permits)			\$100.00		\$200	
Change of Use (Includes new Certificate of Occupancy)					\$100	
Mandatory Fire Code Permits					\$100	
Commercial Pre-application Building Plan Review					\$100	

Fireworks - Pyrotechnics			\$250			
Express Permitting Fee (in addition to the regular permit fees)		\$25	N/A			
Emergency Electrical Service Repair		\$100	\$200			
Temporary Certificate of Occupancy		\$100	\$150 for each space			
Technology Fee		\$1 per application	\$1 per application			
Permit Modifications to approved plans (Re-review)		\$25	\$50			
Home Occupations		\$50	NA			
Planning Division Fees:						
Administrative Adjustment		\$200	\$200			
Clear-Cut Permit		\$50	\$50			
Sign Return Fee (Unlawfully placed signs)		\$25	\$25			
Site Plan - Major		N/A	\$0.10/ square foot; \$400 minimum			
Site Plan - Minor		\$200	\$200			
Subdivision - Major		\$100 per lot/\$250 Amended Plat	\$100 per lot/\$250 Amended Plat			
Subdivision - Major - additional fee		\$50 Conservation and	\$50 Conservation and Development			
Subdivision - Minor		\$50 per lot	\$50 per lot			
Temporary Use Permit		\$50	\$50			
Zoning/Flood determination letter		\$25	\$25			
Board of Adjustment Fees:						
Appeal or Interpretation		\$500	\$500			
Variance		\$500	\$500			
Historic Preservation:						
Certificate of Appropriateness Application Fee		\$25	\$25			
Local Historic Landmark Application Fee		\$100	\$100			
Literature and Materials:						
Land Use Plan		\$30	\$30			
Official Zoning Map (Copy)		\$10	\$10			
Small Area Plans or Technical Documents		\$20	\$20			
Unified Development Ordinance (UDO)		\$40	\$40			
Planning Board:						
Conditional Rezoning		\$200 + \$5/acre	\$200 + \$5/acre			
Development Agreement		\$300 + \$5/acre	\$300 + \$5/acre			
Land Use Plan Amendment		\$500	\$500			
Planned Development		\$300 + \$5/acre	\$300 + \$5/acre			
Text Amendment		\$300	\$300			
Use Permit-or Amended Use Permit		\$300	\$300			
Zoning Map Amendment		\$200 + \$5/acre	\$200 + \$5/acre			
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.						
Beach Parking Permits:						
Beach Parking Permits - VBRO, Air BnB or similar owner-managed rental properties on the off-road			\$75.00 Fee to replace lost/stolen rental unit season pass			
Beach Parking User Permit --7 Day			\$50.00 Weekly pass from Saturday through Friday of each week. There is a limit of 300 passes for each week.			
Beach Parking User Permit - Currituck Property Owners and Residents:						
Seasonal Guest Permit - Two for each house located in		No charge				
Seasonal Guest Permit - Two for each full-time, owner		No charge				
Outdoor Tour Operator License			\$ 950 per vehicle			
Technology fee			\$ 1 per permit			

COUNTY-WIDE FEES					
Digital Media		\$10.00	Additional fees may apply to pull data		
Public Copies - 1 sided		\$0.10	per page		
Public Copies - 2 sided		\$0.15	per page		
Public Copies color up the 8.5" X 14"		\$0.25	per side		
Copies, 11 x 17 black 7 white		\$0.25	per page		
Copies, 11 x 17 color		\$0.50	per side		
Fax - Incoming		\$0.10	per page		
Fax - Outgoing		\$1.00	per page		
Notary Fees					
Official County business		No charge		No charge	
Other		\$5 per document		\$5 per document	
Returned check/credit card/efit fee		\$35.00			
COOPERATIVE EXTENSION & CURRITUCK COUNTY RURAL CENTER (CCRC)					
<i>Facility rental fees - rentals will also be charged NC sales tax in addition to the rental fee.</i>					
Complete facility rental fee/Exclusive right to use grounds		\$	500	Per day	
Picnic Shelter- half day rental (4 hours)		\$	25	Per day/per room	
Picnic Shelter- full day rental (8 hours)		\$	50	Per day/per room	
Classroom rental		\$	50	Per day/per room	
Indoor Arena:					
Week days		\$	175		
Weekends/Holidays		\$	150		
Outdoor Arena:					
Week days		\$	125		
Weekends/Holidays		\$	100		
Cooperative Extension Auditorium		\$	500	Per day	
Cooperative Extension Auditorium set up day		\$	100	11 AM - 4 PM day before event	
Cooperative Extension Conference Room		\$	100	Per room/per 2 hour period	
Cooperative Extension Classroom		\$	50	Per room/per 2 hour period	
Park Attendant or Custodian		\$	25	per hour (4 hr minimum): nights/weekends/holidays	
Stall Rental:					
Overnight, no event		\$	35		
With event:					
1 day event		\$	15		
2 day event		\$	25		
3 day event		\$	30		
Shavings - required for stall rental		\$	7.50	Per bag	
RV/Camper Hook-up		\$	25	Per night	
Vendor Hook-up		\$	25	Per day	
Admission Fees - Non-County Event		10% of ticket sales for all non-County sponsored events			
Technology fee - includes WiFi, fax access, phone & copier		\$	50	Per event - 3 day max	
Returned check/credit card/efit fee		\$	35		
ELECTIONS					
Digital media		\$	10	per file	
Labels		\$	0.01	per label - \$1.00 minimum	
Printout		\$	0	per page - \$1.00 minimum	
ENGINEERING					
Tower third party structural review		Actual cost not to exceed \$2,000			

<i>FIRE & EMERGENCY MEDICAL SERVICES</i>					
Ambulance transports				Rates are subject to insurance provider contracts	
Mileage	\$	13	Per mile		
Round Trip	\$	550			
Treat no transport/Basic	\$	75			
Treat no transport/Advanced	\$	150			
Advanced Life Support	\$	3,103.30			
Advanced Life Support 2	\$	3,103.30			
Advanced Life Support Emergency	\$	3,103.30			
Basic Life Support	\$	3,103.30			
Basic Life Support Emergency	\$	3,103.30			
EMS personnel for non-County sponsored events	\$	50	per personnel per hour		
Fire Alarm - violation fee	\$	250	per call		
<i>INFORMATION TECHNOLOGY SERVICES</i>					
CD1: GIS Digital media		\$50.00			
CD2: 2003, 2008, 2010 or 2012 Color Aerial		\$100.00	per year requested		
Copies, GIS Data, Laser 11 x 17 black and white		\$1.00			
Copies, GIS Data, Laser 11 x 17 color		\$2.00			
Copies, GIS Data, Laser 8 1/2 x 11 black and white		\$0.50			
Copies, GIS Data, Laser 8 1/2 x 11 color		\$1.00			
Copies, GIS Data, Laser 8 1/2 x 14 black and white		\$0.75			
Copies, GIS Data, Laser 8 1/2 x 14 color		\$1.50			
Copies, GIS Data, Plotter 20 x 24 up to 28 x 36		\$5.00			
Copies, GIS Data, Plotter Greater than 28 x 36 to 36 x 42		\$8.00			
Copies, GIS Data, Plotter Greater than 36 x 42		\$10.00			
Copies, GIS Data, Plotter less than 20 x 24		\$3.00			
Official Zoning Map		\$10.00			
CD3: 1995 Aerial Photography (black & white only)		\$50.00			
Street Naming/Name Changing (payable to U.S. Sign Co.)		\$75.00	plus variable (Exception: Subdivisions created prior to 4/2/89 & sign never installed)		
<i>Library</i>					
Books, Fines for Over dues	\$	0.10	per book per day		
<i>Parks & Recreation</i>					
Facility Rental:					
Knotts Island		\$200.00	per day		
Maple Athletic Complex - Baseball/Softball Fields		\$200.00	per field/per day		
Maple Athletic Complex - Soccer Fields		\$200.00	per field/per day		
Maple Park		\$300.00	per day		
Maple Skate Park		\$200.00	per day		
Shingle Landing Park - Main Lawn		\$300.00	per day		
Shingle Landing Park - Entire Park		\$500.00	per day		
Sound Park		\$500.00	per day		
Veteran's Memorial Park		\$200.00	per day		
Walnut Island Park		\$200.00	per day		
Pickle Ball Courts - all recreation facilities:					
1/2 day (4 hours)		\$25.00	per court		
Full day (8 hours)		\$50.00	per court		
Picnic Shelter - all recreation facilities:					
1/2 day (4 hours)		\$25.00	per shelter		
Full day (8 hours)		\$50.00	per shelter		

Field Fees:					
Field Fees - Soccer, Baseball/Softball, Tennis Courts	\$25.00			1/2 day - does not include staff, security or clean-up charges	
Field Fees - Soccer, Baseball/Softball, Tennis Courts	\$50.00			daily - does not include staff, security or clean-up charges	
Field Set-up Fees - Baseball/Softball	\$20.00			per field - does not include staff, security or clean-up charges	
Field Set-up Fees - Soccer	\$25.00			per field - does not include staff, security or clean-up charges	
Recreation Team Sports:					
Adult Softball (men and women)	\$	200		per team	
Adult Basketball	\$	200		per team	
Youth Basketball	\$	20		per player/\$40 family maximum	
Youth Cheerleading	\$	20		per player/\$40 family maximum	
Youth Flag Football	\$	20		per player/\$40 family maximum	
Youth Soccer (Fall and Spring)	\$	20		per player/\$40 family maximum	
Youth Tackle Football	\$	25		each player	
Youth T-Ball/Baseball/Softball	\$	25		per player/\$35 for 2 children/\$50	
Youth Volleyball	\$	20		per player/\$40 family maximum	
Tournament Admission Fees- Under 5 & Participant		No charge			
Tournament Admission Fees- Ages 6-12	\$	3		Not participating in sport	
Tournament Admission Fees- 13 and up	\$	5		Not participating in sport	
Concessions:					
County provided				Cost + 100% to 300%	
County contracted				TBD by concession agreement with vendor	
Recreation Staff:					
Staff for Events (if required) - Park Attendant	\$	25		per hour	
Staff for Events (if required) - Park Superintendent	\$	25		per hour	
Staff for Events (if required) - Recreation Director	\$	35		per hour	
Staff for Events (if required) - Recreation Specialist	\$	25		per hour	
REGISTER OF DEEDS					
Birth or Death Amendments (preparation)	\$10.00				
Birth or Death Amendments, NC Vital Records	\$15.00			payable to N.C. Vital Records Section	
Birth or Death Legitimations County	\$10.00				
Birth or Death Legitimations State (via check)	\$10.00				
Birth or Death Record, Certified Copy	\$10.00				
Birth, Delayed Birth Applications	\$20.00				
Copies, Certified 1st page	\$5.00			plus \$2.00 each page of document	
Copies, Uncertified	\$0.25				
Copies, Uncertified Plats (11"x17")-per page	\$0.50				
Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax	\$1.00				
Copies, Uncertified Plats (18"x24")-per page	\$2.00				
Copies, Uncertified Plats (18"x24")-per page VIA Mail	\$3.00				
Copies, Uncertified VIA Mail	\$1.00				
Deeds of Trust and Mortgages	\$64.00			Minimum fee for pages 1-35	
Deeds of Trust and Mortgages per page for pages over 35	\$4.00				
Deeds of Trust and Mortgages Additional (multi-instrument)	\$10.00				
Deeds of Trust and Mortgages Satisfaction/Cancellation	No charge				
Highway Maps 1st page	\$21.00				
Highway Maps Additional Page(s)	\$5.00				
Highway Maps Certified Copy (per 1st page)	\$5.00				
Instrument, General	\$26.00			Minimum fee for pages 1-15	
Instrument, General per page for pages over 15	\$4.00				
Instrument, General Additional (multi-instrument)	\$10.00				
Marriage License	\$60.00				
Marriage License Certified Copy	\$10.00				
Marriage License Corrections	\$10.00				
Notary Fee - Official County Business	No charge				
Notary Fee - Other than County Business	\$5.00			Per document	
Notary Oath	\$10.00				

	Plats 1st page (GS 161-10)	\$21.00			
	Plats Additional Page(s)	\$21.00			
	Plats Certified Copy (per 1st page)	\$5.00			
	Plats Certified Copy - each additional page after first page	\$2.00			
	Uniform Commercial Code Fixture Filing Only 1-2 pages	\$38.00			
	Uniform Commercial Code Fixture Filing Only 3-10 pages	\$45.00			
	Uniform Commercial Code Fixture Filing Only over 10 pages	\$45.00	plus \$2.00 each additional page over		
	Excessive Recording Data - more than 20 distinct parties	\$2.00	10(a)(1)		
	Non-standard Fee	\$25.00	G.S. 161-14(b)		
	SOIL CONSERVATION				
	Soil surveys/publications	No charge			
	SHERIFF				
	Peddler License initial fee	\$35.00			
	Peddler License renewal fee	\$20.00			
	Noise permits	\$25.00			
	Adult Entertainment Business Permit - New	\$100.00			
	Adult Entertainment Business Permit - Renew	\$50.00			
	Copies; uncertified black & white	\$0.10 single side/\$0.15 duplex			
	Copies; uncertified color	\$0.25 per page			
	Copies; Certified	\$1.00			
	Copies; Certified - for official County business	No charge			
	Digital Media - Detention Interviews	\$10.00			
	Entertainer's License - New	\$50.00			
	Entertainer's License - Renew	\$25.00			
	Fingerprint fee - Official County business	No charge			
	Fingerprint fee - other	\$5.00			
	Handgun Purchase Permit	\$5.00			
	Concealed Weapon Permit - New	\$90.00			
	Concealed Weapon Permit - Renew	\$80.00			
	Security Fee	\$60.00	Per Hour Per Deputy		
	Ordinance Violations	\$75.00			
	SOLID WASTE				
	Availability Fee - All other areas (Convenience Sites)	\$239.00	Per property per year		
	Availability Fee - Southern Outer Banks (Door-to-Door)	\$436.00	Per property per year		
	Tipping Fee - County residences and businesses	\$90.00	Per Ton		
	Tipping Fee - Out of County	\$100.00	Per Ton		
	SENIOR CITIZENS CENTERS				
	Deposit, Rental of Senior Center Space (Refundable)	\$100.00			
	Powells Point Bldg- Deposit	\$100.00	per event		
	Powells Point Bldg- Rent	\$100.00	per event		
	TAX				
	Public Copies - 1 sided	\$0.10			
	Public Copies - 2 sided	\$0.15			
	Public Copies - Color (Up to 8.5" X 14")	\$0.25	per side		
	Public Copies - Color (11" x 17")	\$0.50	per side		
	Labels, per label	\$0.03	Minimum \$10.00		
	Aerial Tax Maps	\$8.00			
	Subdivision Tax Maps	\$3.00	per sheet		
	Street Atlas	\$8.00			
	Returned check/credit card/debit card/EFT/ACH fee - Tax payment	10%	Payment for Taxes; Minimum \$25.00		
	Returned check/credit card/debit card/EFT/ACH fee - All other than Tax	\$35.00	All other than taxes		
	Property Record Card	\$0.50	each		

TOURISM						
	Kansas City BBQ Contest Registration			\$300.00	per team - includes RV hookup fee	
	Event sponsorships			TBD	per event	
	Currituck Bulls & BBQ - Rodeo admission - Ages 13+			\$15 Adv/\$20 Day of Event		
	Currituck Bulls & BBQ - Rodeo admission - Ages 6-12			\$10 Adv/\$15 Day of Event		
	Currituck Bulls & BBQ - Rodeo admission - Ages 0-5			No Charge		
	Currituck Bulls & BBQ - Rodeo admission - Family (2 Adult/2 Under 12)			\$45.00	Advance sales only	
	Currituck Bulls & BBQ - Rodeo admission - BBQ Participants			No Charge		
	Legacy Tours Whalehead Ages 0-5			No charge		
	Legacy Tours Whalehead Ages 6-12			\$5.00		
	Legacy Tours Whalehead Ages 13-54			\$7.00		
	Legacy Tours Whalehead Ages 55+			\$5.00		
	Legacy Tours Whalehead Active Military			\$5.00		
	Legacy Tours Wounded Warrior			No charge		
	Legacy Tours Whalehead Group Student			\$3.00	Coordinator/Bus Driver No charge	
	Legacy Tours Whalehead Group Adult			\$5.00	Coordinator/Bus Driver No charge	
	Legacy Tours Whalehead			\$0.00	VIP tickets to encourage tourism	
					Based on type of Tour and Resources	
	Specialty Tours			TBD	involved	
	Corolla Cork & Craft			\$15.00	Event entry and tour of Whalehead	
	Legacy Tour with purchase of Corolla Cork & Craft admission			No Charge	Included with event	
	Events requiring tent rentals or other structures on grounds					
	Grounds Rental - Primary Site (N Lawn/S Lawn/Point)			\$750.00		
	Grounds Rental - Secondary Site			\$400.00		
	Grounds Rental - Picnic Shelter			\$50.00		
	Grounds Rental - Gazebo			\$150.00		
	Grounds Rental - Side Porch			\$50.00		
	Grounds Refundable Security Deposit			\$750.00		
	Picnic Shelter Refundable Security Deposit			\$25.00		
	Golf Cart Rental per 8 hours			\$300.00	each per day	
	Tourism and Whalehead \$0.00 - \$6.99 our cost retail merchandise				Cost + 100%	
	Tourism and Whalehead \$7.00 - \$10.99 our cost retail merchandise				Cost + 50%	
	Tourism and Whalehead \$11.00 - \$19.99 our cost retail merchandise				Cost + 35%	
	Tourism and Whalehead \$20.00 & up our cost retail merchandise				Cost + 25%	
	Under the Oaks Jury Fee for artists			\$40.00		
	Under the Oaks Booth Fee			\$150.00		
	Vendor Booth Fee			No Charge -		
	Vendor Booth Fee			\$25 - Out of County Resident/Business		
	Historic Corolla Park Usage- unlimited usage with the exception of stated			\$400.00	per month for June, July & August	
	Historic Corolla Park Usage- unlimited usage with the exception of stated				per month January - May and	
	hours			\$250.00	September - December	
	Historic Corolla Park Usage- for businesses needing the Park 1 day a week			\$50.00	per day for all months	
UTILITIES						
Fees across all Water/Sewer systems						
	3" Riser			Actual cost + 20%		
	6" Riser			Actual cost + 20%		
	Backhoe per hour			\$125.00		
	Bacteriological tests			\$50.00		
	Broken clean-out repair			\$75.00		
	Broken clean-out repair - Contractor/Developer			\$125.00		
	Check Valve			Actual cost + 20%		
	Chloride tests			\$20.00		
	Damaged clean out/stub out piping - Contractor/Developer			\$350.00		
	Ditch Witch per hour			\$125.00		
	ERT for Radio Read meter			Actual cost + 20%		
	Excavator per hour			\$125.00		

	Water meter - Single family residential - new service or	Included with connection fee	County staff installations
	Water meter - Commercial/Multi-family - new service or aged/worn out	Paid by contractor	Contractor installations
	Labor per man hour	\$60.00	
	Lid only	Actual cost + 20%	
	Lock	Actual cost + 20%	
	Meter - damaged/vandalized	Actual cost + 20%	
	Meter damage or tampering by contractor or developer	\$1,000.00	per occurrence
	Meter accessibility charge	\$35.00	
	Meter Box	Actual cost + 20%	
	Meter tampering fee - residential	\$125.00	
	Meter testing fee	\$50.00	If meter accurate
	Meter testing fee	No Charge	If more than 2.5% inaccurate
	Pipe pressure/leakage retest	\$150.00	
	Pipe pressure/leakage test	\$150.00	
	Reconnection fee (after cutoff for nonpayment)	\$50.00	8AM - 5PM
	Retrofit Meter	Actual cost + 20%	
	Returned check fee	\$35.00	
	Road Bore	Actual cost + 20%	
	Sewer pipe repair	Actual cost + 20%	
	Sewer service tampering fee	Actual cost + \$75	
	Special request meter reading	\$25.00	
	Turn on/off fee 8 AM-5 PM work days, per occurrence	\$25.00	
	Turn on/off fee afterhours/nonwork days, per occurrence	\$50.00	After normal working hours
	Union half with nut	Actual cost + 20%	
	Yoke	Actual cost + 20%	
	Yoke valve with meter nut	Actual cost + 20%	
	Mainland Water		
	Water usage		
	Water Charge Fire Service (sprinkler systems)	Same as all other water consumption charges	
	Water Charge Local Government/Board of Education	Same as all other water consumption charges	
	Base rate to all customers - monthly	\$20.00	Effective 7/1/2021
	2,000 gallons or less in addition to base rate per 1,000 gallons	\$0.00	Effective 7/1/2022
	5,000 gallons or less in addition to base rate per 1,000 gallons	\$4.82	Effective 7/1/2022
	10,000 gallons or less in addition to base rate per 1,000 gallons	\$5.89	Effective 7/1/2022
	15,000 gallons or less in addition to base rate per 1,000 gallons	\$6.96	Effective 7/1/2022
	20,000 gallons or less in addition to base rate per 1,000 gallons	\$8.03	Effective 7/1/2022
	> 20,000 gallons in addition to base rate per 1,000 gallons	\$9.11	Effective 7/1/2022
	System Developmental Fees		
	Developmental Fee - Water	3/4"	\$4,279
	Developmental Fee - Water	1"	\$10,697
	Developmental Fee - Water	1.5"	\$21,395
	Developmental Fee - Water	2"	\$34,231
	Developmental Fee - Water	3"	\$68,463
	Developmental Fee - Water	4"	\$106,973
	Developmental Fee - Water	6"	\$213,946
	Developmental Fee - Water	8"	\$342,313
	Developmental Fee - Water	10"	\$513,470
	Developmental Fee - Water - Centers of Worship		\$3,000
	Developmental Fee - Water - 6" or greater Fire Service		\$6,000
	Water connection fees		
	Water connection - contractor installs	No fee	
	Water connection fee, 3/4 inch	\$1,000.00	County staff installs connection
	Water connection fee, 3/4 inch irrigation	\$1,000.00	
	Water connection fee, 3/4 inch fire service	\$1,000.00	
	Water connection fee, >3/4 inch irrigation	Actual cost + 20%	
	Water connection fee > 3/4 inch	Actual cost + 20%	County staff installs connection

Other miscellaneous fees						
Fire hydrant meter				\$6,000.00		
Fire hydrant meter - Deposit				\$2,500.00		
Fire hydrant meter setup fee				\$50.00		
High-risk deposit (owner or renter)				\$200.00	or three months' billing of previous usage, whichever is greater	
Open/reopen/transfer account				\$25.00		
Renter deposit				\$150.0		
Reread meter - our reading correct				\$25.00		
Reread meter - our reading incorrect				No Charge		
Mainland Sewer						
Sewer usage						
Sewer Utility Charge - Monthly Base Rate for all customers				\$40.00	Effective 7/1/2022	
2,000 gallons or less in addition to base rate per 1,000 gallons				\$0.00	Effective 7/1/2022	
5,000 gallons or less in addition to base rate per 1,000 gallons				\$15.17	Effective 7/1/2022	
10,000 gallons or less in addition to base rate per 1,000 gallons				\$18.54	Effective 7/1/2022	
15,000 gallons or less in addition to base rate per 1,000 gallons				\$21.91	Effective 7/1/2022	
20,000 gallons or less in addition to base rate per 1,000 gallons				\$25.28	Effective 7/1/2022	
addition to base rate for all usage when				\$28.65	Effective 7/1/2022	
System Developmental Fees						
Developmental Fee - Residential Sewer				\$ 5,806		
Developmental Fee - Commercial Sewer				\$ 5,806	Per Equivalent Residential Unit	
Other miscellaneous fees						
Open/reopen/transfer account				\$ 25		
Ocean Sands Water and Sewer						
Water usage						
Water Charge Monthly Base Rate for all customers				\$20.00	Effective 7/1/2021	
2,500 gallons or less in addition to base rate in addition to base rate per 1,000				\$3.75	Effective 7/1/2022	
5,000 gallons or less in addition to base rate per 1,000 gallons				\$4.82	Effective 7/1/2022	
10,000 gallons or less in addition to base rate per 1,000 gallons				\$5.89	Effective 7/1/2022	
15,000 gallons or less in addition to base rate per 1,000 gallons				\$6.96	Effective 7/1/2022	
20,000 gallons or less in addition to base rate per 1,000 gallons				\$8.03	Effective 7/1/2022	
addition to base rate for all usage when monthly usage exceeds 20,000 gallons				\$9.11	Effective 7/1/2022	
Sewer usage						
Sewer Charge Monthly Base Rate for all customers				\$7.95	Effective 7/1/2021	
2,500 gallons or less in addition to base rate in addition to base rate per 1,000				\$7.50	Effective 7/1/2022	
5,000 gallons or less in addition to base rate per 1,000 gallons				\$9.64	Effective 7/1/2022	
10,000 gallons or less in addition to base rate per 1,000 gallons				\$11.78	Effective 7/1/2022	
15,000 gallons or less in addition to base rate per 1,000 gallons				\$13.93	Effective 7/1/2022	
20,000 gallons or less in addition to base rate per 1,000 gallons				\$16.07	Effective 7/1/2022	
addition to base rate for all usage when monthly usage exceeds 20,000 gallons				\$18.21	Effective 7/1/2022	
System Developmental Fees						
Developmental Fees - Sewer - Residential				\$5,924		
Developmental Fees - Sewer - Commercial						
				\$5,924 per equivalent residential unit of 533 gallons per day		
Developmental Fees - Water	3/4"			\$5,933		
Developmental Fees - Water	1"			\$14,834		
Developmental Fees - Water	1.5"			\$29,667		
Developmental Fees - Water	2"			\$47,467		
Developmental Fees - Water	3"			\$94,935		
Developmental Fees - Water	4"			\$148,336		
Developmental Fees - Water	6"			\$296,672		
Developmental Fees - Water	8"			\$474,675		
Developmental Fees - Water	10"			\$712,012		
Developmental Fee - Water - 6" Fire Service				\$6,000		

Water connection fees							
	Water connection - contractor installs			No fee			
	Water connection fee, 3/4 inch			\$1,000.00	County staff installs connection		
	Water connection fee, > 3/4 inch			Actual cost + 20%	County staff installs connection		
Southern Outer Banks Water							
Water usage							
Pine Island							
	Water Charge - Pine Island Base Rate			\$30.00	month		
	Water Charge - Pine Island per 1,000 gallons			\$4.50	per 1000 gal		
Southern Outer Banks Water, except Pine Island							
	Water Charge Monthly Base Rate for all customers, except Pine Island			\$20.00	Effective 7/1/2021		
	2,500 gallons or less in addition to base rate in addition to base rate per 1,000			\$3.75	per 1000 gal/effective 7/1/2022		
	5,000 gallons or less in addition to base rate per 1,000 gallons			\$4.82	per 1000 gal/effective 7/1/2022		
	10,000 gallons or less in addition to base rate per 1,000 gallons			\$5.89	per 1000 gal/effective 7/1/2022		
	15,000 gallons or less in addition to base rate per 1,000 gallons			\$6.96	per 1000 gal/effective 7/1/2022		
	20,000 gallons or less in addition to base rate per 1,000 gallons			\$8.03	per 1000 gal/effective 7/1/2022		
	addition to base rate for all usage when monthly usage exceeds 20,000 gallons			\$9.11	per 1000 gal/effective 7/1/2022		
System Developmental Fees							
	Developmental Fees - Water	3/4"		\$7,281			
	Developmental Fees - Water	1"		\$18,202			
	Developmental Fees - Water	1.5"		\$36,404			
	Developmental Fees - Water	2"		\$58,247			
	Developmental Fees - Water	3"		\$116,493			
	Developmental Fees - Water	4"		\$182,020			
	Developmental Fees - Water	6"		\$364,041			
	Developmental Fees - Water	8"		\$582,465			
	Developmental Fees - Water	10"		\$873,698			
	Developmental Fee - Water - 6" Fire Service			\$6,000			
	Developmental Fee - Centers of Worship			\$3,000			
Water connection fees							
Southern Outer Banks Water, except Village of Ocean Hill							
	Water connection - contractor installs			No fee			
	Water connection fee, 3/4 inch residential meter			\$1,000.00	County staff installs connection		
	Water connection fee > 3/4 inch			Actual cost + 20%	County staff installs connection		
	Water connection fee, 3/4 inch fire service meter			\$1,000.00	County staff installs connection		
	Water connection fee, 3/4 inch irrigation meter			\$1,000.00	County staff installs connection		
	Water connection fee > 3/4 inch irrigation meter			Actual cost + 20%	County staff installs connection		
Village of Ocean Hill							
	Village of Ocean Hill Water connection fee, standard 3/4" meter, commercial			\$1,000.00			
	Village of Ocean Hill Water connection fee, standard 3/4" meter, hotels/motels per two rooms			\$1,000.00			
	Village of Ocean Hill Water connection fee, standard 3/4" meter, laundry			\$1,000.00	per 3 machines		
	Village of Ocean Hill Water connection fee, standard 3/4" meter, multifamily			\$1,000.00	(condos, cottage courts, apartments)		
	Village of Ocean Hill Water connection fee, standard 3/4" meter, restaurants			\$1,000.00	per 16 seats or fraction thereof		
	Village of Ocean Hill Water connection fee, standard 3/4" meter, sewer			\$700.00			
	Village of Ocean Hill Water connection fee, standard 3/4" meter, single family			\$1,000.00			
Other miscellaneous fees							
	Renter Deposit			\$	150		
Revised this 7th day of November 2022.							

3. Surplus Resolution-IT Equipment

RESOLUTION		
<p>WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be disposed of with a certified electronics disposal company.</p>		
County		
Asset Tag	Description	Serial Number
4884	Optiplex 3070	
7427	Sony VAIO	
8328	Precision Tower 5810	
8571	Lattitude E5540	
8572	Lattitude E5540	F92CD12
8573	Lattitude E5540	
8574	Lattitude E5540	161CD12
8575	Lattitude E5540	D82CD12
8577	Lattitude E5540	C92CD12
8579	Lattitude E5540	BQ1CD12
8580	Lattitude E5540	H82CD12
8581	Lattitude E5540	D32CD12
8582	Lattitude E5540	B11CD12
8583	Lattitude E5540	C11CD12
8584	Lattitude E5540	B92CD12
8585	Lattitude E5540	FZ0CD12
8586	Lattitude E5540	F41CD12
8593	Lattitude E5540	
8599	Lattitude E5540	
8604	Lattitude E5540	892CD12
8608	Lattitude E5540	
8924	Lattitude E5540	GJ38Z52
9033	Precision Tower 5810	
9093	HP Z230 Tower	
9094	HP Z230 Tower	
9095	HP Z230 Tower	
9291	Precision Tower 5810	1D7JMD2
9292	Precision Tower 5810	1D4NMD2
9293	Precision Tower 5810	1D4KMD2
9299	Precision Tower 5810	
9301	Precision Tower 5810	
9302	Precision Tower 5810	

9303	Lattitude E5570	
9741	Lattitude E5540	
4888E	Optiplex 3070	6GHL513
4888H	Optiplex 3070	708P513
7122A	Optiplex 360	
7122B	Optiplex 360	
7122C	Optiplex 360	
7124A	Optiplex 360	
7125A	Optiplex 360	
7127B	Optiplex 360	95SWCK1
7160A	Optiplex 360	95SZCK1
7162A	Optiplex 360	95TZCK1
7163B	Optiplex 360	
7164B	Optiplex 360	
9295A	Optiplex 3040	
	Optiplex 3040	D0D7TD2
	Optiplex 3070	H8D1F32
	Optiplex 5040	8TV4XH2
	Getac V110	RF139V0193
	Getac V110	RF139V0189
	Getac V110	RF139V0195
	Lattitude E5540	292CD12
	Lattitude E5540	B41CD12
	Lattitude E5540	951CD12
	Lattitude E5540	C23CD12
	Lattitude E5540	741CD12
	Lattitude E5540	431CD12
	Lattitude E5540	GR2CD12
	Lattitude E5540	GBHBVD2
	Lattitude E5540	DSHBVD2
	Lattitude E5540	7G1CD12
	Lattitude E5540	C01CD12
	Lattitude E5540	831CD12
	Lattitude E5540	FW2CD12
	Lattitude E5540	BB2CD12
	Lattitude E5540	2M1CD12
	Optiplex 360	DQZ9LN1
	Optiplex 360	DR0GLN1
	Optiplex 360	DR18LN1
	Optiplex 380	DR08LN1
	Optiplex 380	DQY8LN1
	Optiplex 380	DQXDLN1
	Optiplex 380	DR0FLN1
	Optiplex 380	DR0CLN1
	Optiplex 755	8V958G1
	Optiplex 755	DQYCLN1
	Optiplex 755	DR09LN1
	Optiplex 755	DQZDLN1
	Optiplex 755	7YK9691
	Optiplex 755	DQXCLN1
	Optiplex 755	2V95BG1

	HP Z420 Tower	2UA3100P28
	HP Z420 Tower	2UA3101778
	HP Z420 Tower	2UA3101G85
	Dell DHM	D6NG061
	Lexmark Printer X652de	793HMYC
	Epson Stylus Photo R1800	GJXE103910
	HP Scanner FCLSD-0605	744A63B1
	CISCO ASA 5505 Seris	JMX2021Y29W
	(27) CISCO CATALYST 3560	
	(2) CISCO CATALYST 3750	
	(1) CISCO CATALYST 3400	
	(2) CISCO CATALYST 2960G	
	CISCO CATALYST 3500	
	Sonicwall 3500	
	Barracuda gateway 400	
	(6) Apple Ipad	
	(20) Cisco Ip Phone 7940	
	(31) Dell Monitors	
NOW, THEREFORE, BE IT RESOLVED , that the Board of Commissioners of the County of Currituck reserves the tight to reject any and all bids.		
ADOPTED , this 7th day of November 2022.		

4. Sole Source Resolution-Harn Hydronautics-Membrane Replacement, SOBWS

RESOLUTION AUTHORIZING THE PURCHASE OF HYDRANAUTICS MEMBRANE ELEMENTS FROM HARN R/O SYSTEMS, INC. THROUGH SOLE SOURCE PURCHASE PURSUANT TO N.C. GEN. STAT. §143-129(e)(6)

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

WHEREAS, proper functioning of the county's Southern Outer Banks R/O Water Treatment plant requires replacement membrane elements compatible with existing R/O trains; and

WHEREAS, Harn R/O Systems, Inc. is uniquely qualified to be the sole source providing this service. As Train 4's equipment manufacturer, Harn R/O Systems, Inc. is the only supplier that has the fabrication drawings and specifications on the original components that are necessary to provide the replacement components; and

WHEREAS, SOBWS Treatment plant needs replacement membrane elements and Harn R/O Systems, Inc. is the supplier of compatible membrane elements; and

WHEREAS, Harn R/O Systems, Inc. is supplying SOBWS Treatment Plant with two hundred and fifty-two (252) Hydranautics Model ESPA2-LD Membrane elements at a cost of \$132,650.00, plus sales tax of \$8,953.88, for a total cost of \$141,603.88; and

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

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$141,603.88 with Harn R/O Systems, Inc. for the sole source purchase of Hydranautics Model ESPA2-LD Membrane elements in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. §143-129(e)(6). Further, the County Manager is authorized to execute the agreement with Harn R/O Systems, Inc. for the acquisition apparatus, materials, and equipment acquisition described in this resolution and the proposed contract.

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

5. Job Reclassification-Social Worker Program Manager

6. Tax Department-2022 Order of Collections

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

ORDER OF COLLECTIONS
TO THE TAX COLLECTOR OF THE COUNTY OF CURRITUCK:

You are hereby authorized, empowered, and commanded to collect the taxes due, for the current year and the nine prior years, set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Currituck, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____,
20____.

Date: October 13, 2022

RE: Order of Collections

2022 Tax Levy & Prior Year Taxes to be Charged to the Tax Collector

2022 REAL & PERSONAL PROPERTY TAX LEVY*	\$	46,107,960.71
PRIOR YEARS TAXES**	\$	<u>415,552.59</u>
TOTAL TAXES	\$	46,523,513.30

*The Current Year levy includes all penalties, solid waste fees, nuisance fees, septic tank inspection fees, special district and animal taxes; does not include taxes levied on registered motor vehicles which are collected

by DMV, nor tax discoveries, adjustments, releases, and deferred taxes. These are reported to the Finance Director as required throughout the year.

** Prior Year Taxes as of **October 13, 2022**

7. Currituck Community Park Athletic Complex Pre-Season Practice Policy

8. T-Mobile Northeast LLC License Agreement for Tulls Creek Water Tower

9. Lease Agreement with State Employees Credit Union for an ATM to be Placed in the Judicial Center

10. Consideration for Approval of Mutual Aid Agreement with Department of the Navy for the Provision of Firefighting Assistance

11) Approval Of Minutes-10-17-22, 1-29-16

1. Minutes for October 17, 2022

2. Retreat Minutes-January 29, 2016

ADJOURN

Motion to Adjourn Meeting

The Board had no further business and Commissioner Mary Etheridge moved to adjourn. Commissioner Jarvis seconded the motion. The motion carried, 6-0, and the Regular Meeting of the Board of Commissioners adjourned at 7:34 PM.

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

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners held a Special Meeting on November 7, 2022, immediately following adjournment of the 6:00 PM Regular Meeting to sit as the Tourism Development Authority. The meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering Budget Amendments.

The meeting was called to order at 7:34 PM.

TDA Budget Amendments

Commissioner McCord moved for approval of the Budget Amendments. Chairman Payment seconded the motion. The motion carried, 6-0.

TDA2023005		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-587020	T T - Whalehead Drainage District	\$ 154,540	
15320-415000	Occupancy Tax		\$ 154,540
		\$ 154,540	\$ 154,540
Explanation:	Tourism Development Authority (15) - Increase appropriation to transfer funds to the Whalehead Watershed Drainage project for the betterment costs to upgrade the Bonito Street walkway from a 4 foot to an 8 foot walkway.		
Net Budget Effect:	Occupancy Tax Fund (15) - Increased by \$154,540.		
TDA2023006		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15442-532000	Supplies		\$ 7,500
15442-590000	Capital Outlay	\$ 7,500	
		\$ 7,500	\$ 7,500
Explanation:	Tourism Development Authority - Promotions (15442) - Transfer funds to purchase computer equipment for the Photography Director in Tourism.		
Net Budget Effect:	Occupancy Tax Fund (15) - No change.		
TDA2023007		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-587066	T T - SOBWS Construction	\$ 3,348,842	
15320-415000	Occupancy Tax		\$ 2,348,842
15390-499900	Appropriated Fund Balance		\$ 1,000,000
		\$ 3,348,842	\$ 3,348,842
Explanation:	Tourism Development Authority - Promotions (15442) - Transfer funds to supplement funding for the SOBWS water plant expansion.		
Net Budget Effect:	Occupancy Tax Fund (15) - Increased by \$3,348,842.		

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

ADJOURN TDA

There was no further business and Commissioner Jarvis moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 6-0, and the Meeting of the Tourism Development Authority adjourned at 7:35 PM. .

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



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3576)

Agenda Item Title: Resolution of the Currituck County Board of Commissioners Authorizing Disposal of Real Property Pursuant to N.C. GEN. STAT. §160A-269

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consideration of Resolution authorizing the sale and initiation of the upset bid process for county-owned property located on Caratoke Highway, Moyock, North Carolina.

Potential Budget Affect: N/A

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

Manager Recommendation:

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS AUTHORIZING DISPOSAL OF REAL PROPERTY
PURSUANT TO N.C. GEN. STAT. §160A-269**

WHEREAS, Currituck County is the owner of a 4.40 t/- acre parcel of land, more or less, located in Moyock Township, Moyock, Currituck County, North Carolina at 106 Caratoke Hwy and 117 N. Point Blvd with Parcel Identification Nos.000800000040000 and 0008000003K000; and

WHEREAS, under N.C. Gen. Stat. §160A-269, a county may sell real property by upset bid after receipt of an offer for the real property; and

WHEREAS, Currituck County has received an offer to purchase the property described above in the amount of \$2,200,000.00 submitted by Battlefield Moyock LLC;

WHEREAS, Battlefield Moyock LLC has paid to Currituck County the statutorily required five percent (5%) bid deposit for the real property.

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

Section 1. The Currituck County Board of Commissioners authorizes sale of the real property described above through the upset bid procedure under N.C. Gen. Stat. §160A-269.

Section 2. The Clerk to the Board of Commissioners shall cause publication of a notice of the proposed sale. The notice shall describe the property, the amount of the purchase offer, and state the terms established by this resolution for the upset of the received offer.

Section 3. Any person may submit an upset bid to the Office of the Clerk to the Board of Commissioners within ten (10) days of notice of sale publication. Once a qualifying higher bid is received, that bid will become the new offer to purchase.

Section 4. Upon receipt of a qualifying upset bid, the Clerk to the Board of Commissioners shall cause publication of a notice of upset bid and shall continue to do so until a ten (10) day period has passed without receipt of a qualifying upset bid. At that time, the amount of the final high bid shall be reported to the Currituck County Board of Commissioners.

Section 5. A qualifying higher bid is one that raises the existing bid by not less than ten percent (10%) of the first \$1,000.00 of that bid and five percent (5%) of the remainder of that bid.

Section 6. A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. Currituck County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. The deposit of the final high bidder will be applied to the bid amount for the real property at closing.

Section 7. The terms of final sale are:

- a. the Currituck County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within thirty (30) days following passage of the upset bid period; and
- b. the highest qualifying bidder must pay cash at the time of closing.

Section 8. Currituck County Board of Commissioners reserves the right to withdraw the property from sale at any time before the final qualifying high bid is accepted and the right to reject all bids at any time.

Section 9. If no qualifying upset bid is received after the initial public notice, the bid and offer referenced above is hereby accepted. The appropriate Currituck County officials are then authorized to execute the instruments necessary to convey the real property by special warranty deed to Battlefield Moyock LLC.

ADOPTED the 7th day of November, 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

(COUNTY SEAL)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3578)

Agenda Item Title: Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article I of the Currituck County Code of Ordinances by Adding Section 9-11 Prohibiting the Burning of Materials on Construction Sites Located at the Beach

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Ordinance prohibiting the burning of construction materials on site located on the beach.

Potential Budget Affect: N/A

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

Manager Recommendation:

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS AMENDING CHAPTER 9, ARTICLE I OF THE
CURRITUCK COUNTY CODE OF ORDINANCES BY ADDING SECTION 9-
11 PROHIBITING THE BURNING OF MATERIALS ON CONSTRUCTION
SITES LOCATED AT THE BEACH**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries;

WHEREAS, the County has a duty to ensure there is adequate fire prevention located near its beaches, where there are typically stronger winds and, given the location and nature of the area, it is more difficult for the fire department to respond.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding Section 9-11 to Chapter 9, Article I to read as follows:

Sec. 9-11. Burning at Construction Sites Prohibited.

No person shall burn unused materials at construction sites. This also includes materials produced from clearing lots. Those materials shall be removed offsite or chipped onsite, but not burned on site. This section only applies to those sites located at or near the Currituck beaches north of the Currituck County/Dare County line and south of the Virginia/North Carolina border.

A violation of this section shall be a misdemeanor, and, upon conviction, the violator shall be punished with imprisonment of not more than 30 days or a fine or not more than \$500.00.

PART II. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

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

PART IV. This ordinance is effective upon adoption.

APPROVED at first reading this 17th day of October, 2022.

ADOPTED at second reading this 7th day of November, 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton, Clerk to the Board

APPROVED AS TO FORM:

Megan E. Morgan, County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3579)

Agenda Item Title: Ordinance of the Currituck County Board of Commissioners Amending Section 10-104 of the Currituck County Code of Ordinances Prohibiting All Beach Fires

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Ordinance amendment to prohibit all beach fires, including those in self-contained or portable fire pits. Propane-fueled stoves, grills and fire pits will be permitted.

Potential Budget Affect: N/A

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

Manager Recommendation:

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF**
2 **COMMISSIONERS AMENDING SECTION 10-104 OF THE CURRITUCK**
3 **COUNTY CODE OF ORDINANCES PROHIBITING ALL BEACH FIRES**

4
5 WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance
6 define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the
7 health, safety, or welfare of its citizens and the peace and dignity of the county; and

8 WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by
9 ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the
10 State's ocean beaches and prevent or abate any unreasonable restriction of the
11 public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the
12 placement, maintenance, location or use of equipment, personal property, or debris
13 upon the State's ocean beaches; and may otherwise enforce any ordinance adopted
14 pursuant to this section or any other of provision of law upon the State's ocean
15 beaches located within the county's jurisdictional boundaries; and

16 WHEREAS, the current ordinance only prohibits bonfires on the beach and
17 due to health and safety concerns, this amendment will prohibit all fires;

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

20 PART I. The Code of Ordinances, Currituck County, North Carolina is amended by
21 rewriting Section 10-104 of the Code of Ordinances to read as follows:

22 **Sec. 10-104. – ~~Bonfire~~ not permitted**

23 No person, other than a licensed commercial fisherman actively engaged in
24 fishing, shall kindle or maintain any ~~bonfire~~ or authorize any such fire to be kindled
25 or maintained on the Currituck beaches north of the Currituck County/Dare County
26 line and south of the Virginia/North Carolina border. This prohibition does not apply
27 to fire fueled by propane.

28 A violation of this section shall be a misdemeanor, and upon conviction, the
29 violation shall be punished with imprisonment of not more than 30 days or a fine or
30 not more than \$500.00.

31 PART II. Severability. All ordinances or parts of ordinances in conflict with this
32 ordinance are hereby repealed. Should a court of competent jurisdiction declare this
33 ordinance or any part of this ordinance to be invalid, such decision shall not affect the
34 remaining provisions of this ordinance or the Code of Ordinances of the County of
35 Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

APPROVED at first reading this 17th day of October, 2022.

ADOPTED at second reading this 7th day of November, 2022.

Michael H. Payment, Chairman

ATTEST:

Leeann Walton, Clerk to the Board

APPROVED AS TO FORM:

Megan E. Morgan, County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3573)

Agenda Item Title: An Ordinance of the Currituck County Board of Commissioners Amending Chapter 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 2-325 of the Currituck County Code of Ordinances (Animal Services & Control)

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Amendments to the Animal Control Ordinance to ensure actions taken by Animal Control and Shelter are allowable and consistent with State animal control regulations and laws.

Potential Budget Affect: N/A

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

Manager Recommendation:

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING CHAPTER 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 3-235 OF THE CURRITUCK
COUNTY CODE OF ORDINANCES**

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-127, a county may by ordinance define and prohibit the abuse of animals;

WHEREAS, pursuant to Session Law 2021-138, violation of a county ordinance may be a misdemeanor or infraction only if the county specifies such in the ordinance, which may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by N.C. Gen. Stat. § 14-4;

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

WHEREAS, Currituck County oversees the Department of Animal Services and Control, not the Sheriff's Office, and the County no longer employs a County dog warden and deputy dog warden for authority and responsibility of animal control. The County employs Animal Control officers, whose responsibilities are clarified by this amendment;

WHEREAS, the purpose of this Ordinance Amendment is to protect the health, safety and welfare of Currituck County residents and the animals residing within the County and to regulate and control the conduct, keeping and care of those animals.

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

PART I. Sec. 3-1(c) of The Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

(c) Any person violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not more than \$500.00. Each day any violation of this Ordinance shall constitute a separate offense, unless otherwise specified.

PART II. Sec. 3-29(a) of the Code of Ordinances, Currituck County, North Carolina is amended to read as follows:

- 1 (a) The violation of any provision of this article shall be a misdemeanor, and upon
 2 conviction shall be punished by a fine of not more than \$500.00. Each day any
 3 violation of this Ordinance shall constitute a separate offense, unless otherwise
 4 specified.

5 PART III. **Sec. 3-63- Agency authority and Responsibility** of the Code of Ordinances,
 6 Currituck County, North Carolina is amended to read as follows:

- 7 (a) There is hereby established by the board of commissioners, ~~a county dog warden and~~
 8 ~~deputy dog warden, along with~~ a department of animal services and control, for which
 9 shall be employed animal control officers and such other employees as shall be
 10 determined necessary by the board of commissioners.

- 11 ~~(b) There is hereby established by the board of commissioners, a department of animal~~
 12 ~~control, for which shall be employed animal control officers and such other employees~~
 13 ~~as shall be determined necessary by the board of commissioners.~~

- 14 ~~(c) The county dog warden and deputy dog warden shall:~~

15 ~~(1) Serve at the pleasure and under the supervision of the Sheriff of Currituck~~
 16 ~~County.~~

17 ~~(2) Be appointed by the County Manager of Currituck County at the recommendation~~
 18 ~~of the Sheriff of Currituck County.~~

19 ~~(3) Have the authority to write citations for violations of all laws of North Carolina~~
 20 ~~and all ordinances of Currituck County pertaining to dogs pursuant to N.C.G.S.~~
 21 ~~67-31 and 15A.~~

22 ~~(4) Not exercise any authority of physical custody for any person found in violation~~
 23 ~~of the laws of North Carolina or the ordinances of Currituck County pertaining to~~
 24 ~~dogs unless duly certified by the North Carolina Sheriff's Commission as a law~~
 25 ~~enforcement officer or as permitted under N.C.G.S. 15A-404.~~

26 ~~(5) Be authorized to store at the animal shelter or carry in division vehicles firearms~~
 27 ~~approved for use by the Sheriff of Currituck County and use such firearms when~~
 28 ~~necessary to enforce sections of this chapter or other applicable law for the~~
 29 ~~control of wild, vicious or diseased animals.~~

- 30 (d) ~~The county dog warden, deputy dog warden and~~ Department of Animal Services and
 31 Control shall:

32 (1) Have the responsibility along with law enforcement agencies to enforce all laws
 33 of North Carolina and all ordinances of Currituck County pertaining to animals
 34 and shall cooperate with all law enforcement officers within Currituck County in
 35 fulfilling this duty.

36 (2) Have the authority to issue citations for violations of all laws of North Carolina
 37 and all ordinances of Currituck County pertaining to dogs;

- (3) Enforce and carry out all laws of North Carolina and all ordinances of Currituck County pertaining to rabies control.
- (4) Organize and conduct, in conjunction with the health department, ~~semi-annual~~ rabies vaccination clinics. ~~for which shall be charged a nominal fee as established by the board of commissioners.~~
- (5) Be responsible for the investigation of all reported animal bites, for the quarantine of any dog or cat involved and suspected of having rabies, for a period of not less than ten days, and for reporting to the health ~~director~~ department as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.
- (6) Be responsible for the operation of the animal quarantine shelter.
- (7) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or other animal in Currituck County involved in violation of this or any other county ordinance or state law.
- (8) Investigate cruelty or abuse with regard to animals and make written reports of such investigations and, when requested, provide such reports to appropriate law enforcement officers or the District Attorney's office.
- (9) Make such canvasses of the county, including the homes in the county, as necessary for the purpose of ascertaining compliance with this article or state statute.
- (10) Keep, or cause to be kept, accurate and detailed records of:
 - a. Seizure, impoundment, and disposition of all animals coming into the custody of the animal control program.
 - b. Bite cases, violations and complaints, and investigation of same
 - c. All monies belonging to the county which were derived from fees, penalties, license tags, sales of animals, or other sources.
 - d. Any other matters deemed necessary by the health ~~director~~ department and county manager.
- (11) Be empowered to issue notices of violation of this article in such form as the county manager may prescribe.

PART IV. **Sec. 3-64- Cruelty to Animals.** Of the Code of Ordinances, Currituck County, North Carolina, shall add the following subsection:

(f) A violation of this section shall be punishable under the provisions of N.C. Gen. Stat. §14-360.

PART V. **Sec. 3-67- Animals creating nuisance prohibited** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

(a) It shall be unlawful for an owner or keeper to permit an animal or animals to create a nuisance, or to maintain a nuisance created by an animal or animals.

(b) Compliance shall be as follows:

(1) When an animal control officer, law enforcement officer, or person duly authorized by the county manager observes a violation, the owner or keeper will be provided written notification of such violation ~~and be given 48 hours from time of notification to abate the nuisance.~~ indicating the time permitted to abate the nuisance, which is within the discretion of the animal control officer.

(2) Upon receipt of a written detailed and signed complaint being made to the animal control officer or by any person over the age of 18 years, that any other person is maintaining a nuisance as defined in this article, the animal control officer shall cause the owner or keeper of the animal or animals in question to be notified that a complaint has been received, and shall cause the situation complained of to be investigated and a report and findings thereon to be reduced to writing.

(3) If the written findings indicated that the complaint is justified, then the animal control officer or person duly authorized by the county manager shall cause owner or keeper of the animal or animals in question to be so notified in writing, and ordered to abate such nuisance within the time established by the animal control officer, unless the animal is determined to be dangerous to persons or property, by whatever means may be necessary. In the event the owner or keeper of the animal or animals is unknown and cannot be ascertained, ~~the notice and order, along with a general description of the animal or animals shall be posted for 48 hours at the animal shelter and the county courthouse.~~ a notice shall be posted on the property of the owner or keeper of the animal to contact the animal shelter within 24-48 hours.

(4) In the event the owner or keeper of the animal or animals is unknown and cannot be ascertained, the notice ~~and order~~, along with a general description of the animal or animals shall be posted for ~~seven~~ five days at the animal shelter. If after ~~seven~~ five days the owner or keeper of the animal or animals remains unknown, the animals may be impounded or humanely destroyed if necessary.

(c) It shall be unlawful for a person to fail or refuse to abate the nuisance as required by this article. Any person violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not more than \$500.00. Each day any violation of this Ordinance shall constitute a separate offense, unless otherwise specified.

(d) In the event the owner or keeper does not abate such nuisance within the time ordered by the animal control officer, Animal Services and Control shall notify the owner or keeper in writing that the animal may be impounded or a civil penalty may be issued.

PART VI. **Sec. 3-71(b)- Vaccination tag and certificate** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

(f) If an owner fails to comply with the vaccination requirements or to produce proof of vaccination when required, the owner may be charged with a Class 1 misdemeanor and/or the County can seek an injunction.

PART VII. Sec. 3-72(a). Notice to health director when person bitten; confinement of animal of the Code of Ordinances, Currituck County, North Carolina, is amended is follows:

(a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his parent or guardian if such person is a minor, and the person owning such animal or having the same in his or her possession or under his or her control, to notify the ~~sheriff or a person duly authorized by the sheriff~~ local health director immediately and give their names and addresses; and the owner or person having such animal in his or her possession or under his or her control shall immediately relinquish custody of the animal for ~~quarantine in the Currituck County Quarantine Shelter~~ confinement at a place designated by the health department for a period of ten days.

PART VIII. Sec. 3-73. Destruction or confinement of animal bitten by a known rabid animal of the Code of Ordinances, Currituck County, North Carolina, is amended as follows:

~~Animals not vaccinated against rabies which are bitten by a known rabid animal shall be immediately destroyed, unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of six months at the owner's or keeper's expense. If the animal has a current rabies vaccination, it shall be revaccinated and returned to the owner or keeper.~~

If the health department reasonably suspects an animal has been exposed to rabies, the following rules apply:

(a) Dogs, cats, and ferrets that have never been vaccinated should be euthanized immediately or placed in strict quarantine for four months (dogs and cats) or six months (ferrets). If quarantined, the animal should be vaccinated within ninety-six hours of exposure.

(b) Dogs and cats with appropriate documentation of vaccination should receive a booster vaccination within ninety-six hours of exposure be under the control of owner and observed for forty-five days for signs of illness.

(c) If the owner reports the dog or cat has been vaccinated but does not have proper documentation, the animal may be placed in strict quarantine as if they were unvaccinated as described in (a) above.

PART IX. Sec. 3-78- Impoundment of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

(a) Any animal which appears to be lost, stray or unwanted, ~~or~~ a dog not wearing a currently valid rabies tag as required by state law or this article, has been declared dangerous and is outside and not in a secure pen or on a restraint, that is a danger to the public, that is in imminent danger, abandoned, or for any other reason designated

1 in this Chapter is a nuisance may be seized, impounded, and confined in a humane
 2 manner at the animal shelter.

3 (b) Impoundment of such an animal shall not relieve the owner or keeper thereof from
 4 any penalty which may be imposed for violation of this article.

5 (c) If an animal is impounded, the Department of Animal Services and Control may take
 6 the animal to a veterinary hospital for stabilization for a period of 24 hours if
 7 necessary. The owner of the animal shall be subject to payment of costs associated
 8 with the treatment of the animal.

9 PART X. **Sec. 3-79(b)-(d)- Redemption, adoption** of the Code of Ordinances, Currituck
 10 **County, North Carolina, shall be amended as follows:**

11 (b) The owner shall be entitled, after the expiration of any quarantine, to resume
 12 possession of the animal, and the payment of a shelter fee and the payment of the
 13 boarding expenses. The fees for reclaiming an animal and adoption fees shall be set
 14 by the ~~operator of the animal shelter~~ Department of Animal Services and Control.
 15 Adoption fees charged by the animal shelter shall not exceed ~~\$50.00~~ \$100.00 for a
 16 cat/kitten and ~~\$100.00~~ \$200.00 for a dog/puppy. The Department of Animal Services
 17 and Control ~~The operator of the animal shelter~~ shall receive approval from the board
 18 of commissioners for any fee that exceeds said amounts except when adopting at
 19 events held outside of Currituck County, fees may be comparable to those charged by
 20 other similar humane organizations in that area.

21 (c) If the owner/keeper of an animal does not reclaim or resume responsibility for their
 22 animal after the required quarantine period is over, within 3 days, the animal will
 23 become property of the Animal Shelter. The owner is responsible for payment of the
 24 quarantine fee even if the animal has not been reclaimed by the owner and is now
 25 property of the Animal Shelter.

26 (d) Nothing in this Chapter shall require the Department of Animal Services and Control
 27 to release an animal that has been impounded that is need of protection because of
 28 cruel treatment.

29 PART XI. **Sec. 3-80(a). Destruction or adoption of unredeemed animal generally** of the Code
 30 **of Ordinances, Currituck County, North Carolina, shall be amended as follows:**

31 (a) If an impounded animal is not redeemed by the owner or keeper within the period
 32 prescribed in this section, it may be destroyed in a humane manner or shall become
 33 property of the animal shelter and its operators ~~or if this is not possible, an organization~~
 34 ~~duly chartered by the Society for the Prevention of Cruelty to Animals or the Humane~~
 35 ~~Society of the United States.~~ It may be offered for adoption to a responsible adult who is
 36 willing to comply with this article, with policies promulgated by the board of
 37 commissioners, and qualifies according to the requirements set forth in the animal shelter
 38 operators' adoption contract.

39 PART XII. **Sec. 3-84. Destruction of wounded, diseased or unwanted animals** of the Code of
 40 **Ordinances, Currituck County, North Carolina, shall be amended as follows:**

Sec. 3-84. Abandoned Animals and/or Destruction of wounded, diseased or unwanted animals

- (a) No animal shall be left at the animal shelter before or after the posted hours of operation of the animal shelter, unless authorized by the ~~Sheriff of Currituck County~~ Department of Animal Services and Control or a person duly authorized thereby.
- (b) No owner or keeper of any animal shall willfully abandon such animal on any street, road, highway, public place or private property when not in the care of another person.
- (c) Notwithstanding any other provision of the article, any animal seized and impounded which is badly wounded, diseased and not a rabies suspect, or unweaned and has no identification, the Department of Animal Services and Control shall attempt to notify the owner or keeper of the animal before disposing of the animal. If the owner or keeper of the animal cannot be reasonably ascertained or readily available and the animal is suffering, the Department of Animal Services and Control may destroy the animal at its discretion in a humane manner.

PART XIII. **Sec. 3-87(a)** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (a) It shall be unlawful for any person in the county knowingly and intentionally to harbor, feed, keep in possession by confinement or otherwise ~~retain-allow to remain on his property~~ any animal which does not belong to them, unless ~~he has~~ they have, within 72 hours from the time such animal came into his possession, notified the animal control officer. Upon receiving such notice, the animal control officer or person duly authorized by the board of commissioners may take such animal and place it in the animal shelter or the animal may remain with the reporting person and be dealt with as provided by this article.
- (b) It shall be unlawful for any person to refuse to surrender any such stray animal to the animal control officer or person duly authorized by the county manager upon demand, if the owner of the stray animal has been located and requests return of the stray animal.
- (c) It shall be unlawful to maintain or feed any stray animal on any property in Currituck County. Owner/keeper of any groups, colonies, or gatherings shall be required to provide proof of a rabies vaccination. The owner/keeper of the group, colony or gathering shall be responsible for the welfare of their animals, this including, but not limited to, medical care, daily feeding and adequate shelter.

PART XIV. **Sec. 3-201(c)- Currituck Dog Restraint Ordinance** of the Code of Ordinances, Currituck County, North Carolina, shall be amended as follows:

- (c) Hunting dogs shall be excluded from the provisions requiring physical restraint while the dogs are engaged in hunting or training or the owners are actively looking for them provided that the hunting complies with North Carolina law. This exception only applies

1 for a reasonable time and distance, which is within the discretion of the Animal Control
 2 officer to determine.

3 **PART XV. Sec. 3-234- Mistreatment of animals prohibited** of the Code of Ordinances,
 4 Currituck County, North Carolina, shall add the following section:

5 (5) Any person who violates this Section of this chapter is guilty of a class 3
 6 misdemeanor as defined by state law at the time of the offense, unless otherwise
 7 provided by law.

8 **PART XVI. Sec. 3-325- Sanctions and penalties** of the Code of Ordinances, Currituck County,
 9 North Carolina, shall be amended as follows:

10 Any person who fails, refuses or otherwise violates this article, in addition to criminal
 11 penalties described above, shall be subject to the following civil actions:

12 (1) Pursuant to G.S. 19A-46, ~~animal control~~ an animal cruelty investigator appointed by the
 13 board of commissioners may obtain a magistrate's order to take possession of the animal.

14 (2) If the conditions pose an immediate threat to the health or safety of the animal or the
 15 public, animal control may impound ~~summarily seize~~ the animal in accordance with
 16 Sections 3-78 through 3-81 of this Ordinance ~~the following~~:

17 a. A notice of ~~seizure~~ impoundment describing the exigent circumstances
 18 warranting the ~~seizure~~ impoundment shall be left with the owner or affixed
 19 to the premises. Examples of circumstances include but are not limited to
 20 the following:

21 1. Unsanitary conditions resulting from the number of animals involved.

22 2. Unsanitary conditions resulting from the owner's inability or
 23 unwillingness to clean the area where the animals are housed.

24 ~~b. The owner of the animal seized pursuant to this section may appeal the~~
 25 ~~seizure by filing a request for appeal with the office of the sheriff as set forth~~
 26 ~~in subsection (6).~~

27 c. If the owner fails to redeem the animal within the time limit provided by this
 28 ordinance ~~or fails to timely request an appeal or fails to timely appeal the~~
 29 ~~sheriff's decision~~, the animal shall become the property of the county.

30 (3) If it is determined by the animal control officer that the animal is not in immediate

31 danger or the problem which gives rise to the inadequate or cruel treatment can be
 32 corrected within 72 hours, the office may, in lieu of subsection (1) or (2) of this
 33 section, issue a written notice of violation directing the owner or possessor of the
 34 animal to correct the problem within 72 hours. If the condition or problem is not
 35 corrected within 72 hours, the animal control officer may ~~take action as outlined~~
 36 ~~in subsection (1) or (2) of this section.~~ apply to the appropriate division of the
 37 General Court of Justice for a mandatory or prohibitory injunction and order to

correct the problem or animal control will impound the animal (s) and maintain custody of them for care, subsequent adoption, or euthanasia if the circumstances warrant it.

(4) *Criminal penalties.* Any person who violates ~~any section of this chapter~~ this article is guilty of a class 3 misdemeanor as defined by state law at the time of the offense, unless otherwise provided by law.

(5) *Civil penalties.* The Department of Animal control is authorized to assess civil penalties in the following manner:

a. A civil penalty of \$25.00 shall be assessed for the first violation of any section of this chapter.

b. A civil penalty of \$75.00 shall be assessed for the second violation of any section of this chapter.

c. A civil penalty of \$150.00 shall be assessed for the third violation of any section of this chapter.

d. A civil penalty of \$250.00 shall be assessed for the fourth and any subsequent violations of any section of this chapter.

A civil penalty is due and owing upon assessment. Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding civil penalty that was assessed prior to the animal being surrendered or as a result of the animal being impounded. If payment of a civil penalty is not received within five working days of issuance, animal control may initiate legal proceedings to recover the amount of the penalty.

~~(6) *Challenge to seizure order.* If the owner wishes to challenge the seizure order, then the owner must submit in writing the basis of the challenge within five days of the seizure of the animal, not counting the day of seizure of the animal. The challenge must be filed with the office of the director of the area health department. The director is authorized to hear and decide the challenge to the seizure order. The director shall conduct a hearing to determine if the decision is correct or incorrect that the animal is in circumstances that pose a danger to the public safety or public health, is a nuisance as defined herein, or is being subjected to unsanitary or inhumane conditions as defined herein. If the director determines the circumstances to pose a danger to the public safety or public health, then the animal control officer shall turn the animal over to the county animal shelter. The decision of the director shall be mailed to the person requesting the appeal by certified mail, return receipt requested within three working days of the final decision. If the decision of the director is against the person requesting the appeal, such person may appeal the decision to the county superior court by filing a notice of appeal and petition for judicial review within ten days of the written decision. Any sanctions or penalties imposed shall be enforceable during the pendency of any appeal. In the event of an appeal to the courts from the sheriff's decision, the animal shall be confined at the animal shelter, and a cash bond shall be requested for all costs whatsoever attendant upon county's retention of the animal.~~

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

PART XIX. This ordinance is effective immediately upon adoption.

FIRST READING this 17th day of October, 2022.

ADOPTED this 7th day of November, 2022.

Michael H. Payment, Chairman

ATTEST:

Leeann Walton
Clerk to the Board

APPROVED AS TO FORM:

Megan E. Morgan
County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3611)

Agenda Item Title: Ordinance of the Currituck County Board of Commissioners Amending Article IV, Chapter 12, of the Currituck County Code of Ordinances Regarding Parking Upon the Road or Shoulder of Still Water Court, Lost Lake Lane, and Bear Foot Path-Villages at Ocean Hill, Corolla

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Villages at Ocean Hill are requesting the addition of Still Water Ct, Lost Lake Ln, and Bear Foot Path, be added to the existing Ordinance to allow enforcement of parking restrictions in the subdivision. The VOH Board of Directors adopted a Resolution as required on August 31, 2022.

Potential Budget Affect: N/A

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

Manager Recommendation:

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING ARTICLE IV, CHAPTER 12 OF THE CURRITUCK COUNTY CODE OF
ORDINANCES REGARDING PARKING UPON THE ROAD OR SHOULDER OF
STILL WATER COURT, LOST LAKE LANE, AND BEAR FOOT PATH**

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

WHEREAS, pursuant to N.C. Gen. Stat. §§153A-139 the governing body of a county may, by ordinance, regulate the stopping, standing, or parking of vehicles in a privately owned public vehicular area, provided the owner or person in general charge of the operation and control of that area requests in writing that such an ordinance be adopted; and

WHEREAS, Villages at Ocean Hill Community Association, Inc. is the owner of the land upon which that street or road known as Still Water Court, Lost Lake Lane, and Bear Foot Path, is located, and have requested in writing this ordinance be adopted in a resolution, which is attached hereto as Exhibit "A."

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 12-62(3) to read as follows:

- (3) No person shall park a vehicle or permit it to stand, whether attended or unattended, upon the roads or shoulders of the roads located within or leading to the subdivision known as The Villages at Ocean Hill such roads being Ocean Trail, Windance Lane, East Ocean Hill Boulevard, Ocean Hill Court, Windjammer Court, Homeport Court East, Homeport Court West, Fourwinds Court, Lakeside Drive, Clearwater Lane, North Lake Court, Crystal Lake Court, Lakeside Court, Fairwinds Lane, West Ocean Hill Boulevard, Bluewater Court, North Beach Access Road, Head Wind Way, Stillwind Court, ~~and Sandcastle Drive~~, Still Water Court, Lost Lake Lane, and Bear Foot Path, unless the vehicle is disabled to such an extent that it is impossible to avoid stopping and temporarily leaving a vehicle upon the paved or main traveled portion or shoulder of the roads names in this subdivision.

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

PART III. This ordinance is effective upon adoption.

ADOPTED this 5th day of December, 2022.

Chairman, Board of Commissioners

ATTEST:

Samantha M. Evans, Deputy Clerk to the Board

APPROVED AS TO FORM:

Megan E. Morgan, County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS

To Megan
10.27.2022

**RESOLUTION
BOARD OF DIRECTORS ("BOD") OF
VILLAGES AT OCEAN HILL COMMUNITY ASSOCIATION, INC., a
North Carolina Limited Liability Corporation ("VOH")**

AUGUST 31, 2022

The BOD by resolution this 31st Day of August 2022, resolved that the streets in VOH, namely Still Water Court, Lost Lake Lane and Bear Foot Path, should be added to the list of roads in VOH pursuant to the Currituck County Ordinance Section 12, with respect to street parking. The BOD understands that the BOD needed to make this request in writing so that the Ordinance be amended by the County to include the additional streets which are owned by VOH.

Lost Lake Lane and Bear Foot Path were transferred by 6/5 Defense, LLC on July 21, 2008. OBX Home Group, LLC deeded all its rights in and to Still Water Court by recorded deed on August 24, 2022.

Witness my hand and seal of the VOH this 31st day of August, 2022.

Frances Hamilton

Frances Hamilton, Vice President



Sherie Cordell

Sherie Cordell, Secretary

Seal of Corporation

Attachment: VOH Resolution-Road Additions (Ordinance Amendment-Road Additions for Ocean Hill-Parking Enforcement)

Letter of Agreement for Phase-5 Streets Transfer

1. The Villages at Ocean Hill Community Association (VOHCA) accepts ownership of VOH Phase-5 streets, Lost Lake Lane (approximately 22,470 sq. ft. of paved surface) and Bear Foot Path (approximately 21,250 sq. ft. of paved surface) including two associated cul-de-sacs. The street right-of-way is 30 ft wide with approximately 20 ft width of pavement and a 5 ft grass edge on each side.
2. The County Held \$13,790 "Street Maintenance" bond shall be released upon completion of this street transfer.

Signatures attesting to the above agreement:

VOHCA President: William Robinson Date: 7/21/08

6/5 Defense, LLC Nils Ladenburg Date: 7/21/08
 By Nils Ladenburg, Managing Partner

Attachment: VOH Resolution-Road Additions (Ordinance Amendment-Road Additions for Ocean Hill-Parking Enforcement)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3607)

Agenda Item Title: Discussion Regarding Funding of Capital Outlay Requests Presented at the January 2022 Board of Commissioners Retreat for Corolla, Moyock, and Lower Currituck Volunteer Fire Departments.

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Discussion

Brief Description of Agenda Item:

FEAB requests the Board of Commissioners consider funding capital requests for Corolla Fire & Rescue, Lower Currituck Volunteer Fire Department, and Moyock Volunteer Fire Department presented to the Board at the January 2022 retreat. The requests are in addition to the capital requests submitted by each fire department during the two-year (FY2022 - FY2023) budget process.

Potential Budget Affect: TBD based on Board Action

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

Manager Recommendation:

MOYOCK VOLUNTEER FIRE DEPARTMENT

CAPITAL REQUEST	YEAR 2 (FY23) REQUEST	BOC RETREAT PRES.	FY23 ADOPTED BUDGET	DIFFERENCE
Refinish small bay floor	\$15,000.00		\$15,000.00	
Kitchen upgrade	\$7,000.00		\$7,000.00	
Exterior painting		\$8,000.00		
Replace kitchen counters		\$5,000.00		
Nozzles		\$18,000.00		
Hydraulic rescue tools		\$30,000.00		
HVAC Replacement		\$8,607.00		
Resurface apparatus bay floors		\$14,500.00		
Washer/Extractor		\$12,068.42		
Turnout Gear		\$25,000.00		
TOTAL	\$22,000.00	\$121,175.42	\$22,000.00	-\$99,175.42

LOWER CURRITUCK VOLUNTEER FIRE DEPARTMENT

CAPITAL REQUEST	YEAR 2 (FY23) REQUEST	BOC RETREAT PRES.	FY23 ADOPTED BUDGET	DIFFERENCE
Station 5 apron and parking lots improvements		\$72,389.00		
Grading/site work/drainage work		\$22,104.50 *		
TOTAL	\$0.00	\$72,389.00	\$0.00	-\$72,389.00

*Funded in FY22

COROLLA FIRE & RESCUE

CAPITAL REQUEST	YEAR 2 (FY23) REQUEST	BOC RETREAT PRES.	FY23 ADOPTED BUDGET	DIFFERENCE
Turnout gear	\$11,800.00		\$11,800.00	
Nozzles		\$12,661.44		
Thermal imaging camera		\$7,716.00		
Fire hose		\$10,360.00		
Ventilation fan		\$3,600.00		
SCBA bottles		\$11,280.00		
MSA Fire Service Hub		\$3,170.00		
RIT bags		\$10,300.00		
Lapel mics		\$6,119.72		
Walkie-talkie batteries		\$1,686.36		
Airbag rescue systems		\$3,315.66		
Hurst "e-draulics" rescue tools		\$71,924.95		
TOTAL	\$11,800.00	\$142,134.13	\$11,800.00	-\$130,334.13



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3603)

Agenda Item Title: Whalehead Stormwater Drainage District Advisory

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Consensus nominee, James Cummings, to fill a vacancy on the Whalehead Stormwater Drainage Service (replacing John McTear)

Potential Budget Affect: N/A

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

Manager Recommendation:

WHALEHEAD STORMWATER DRAINAGE SERVICE DISTRICT ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
					1st Term
Larry Queen	Consensus			June 21, 2021	January 2023
					1st Term
George Mears	Consensus	Resigned-Sold home		June 20, 2022	January 2024
					Unexp Term
Cheryl Koehl	Consensus			April 4, 2022	January 2024
					3rd Term
John J. McTear	Consensus	James Cummings		June 21, 2021	January 2023
					3rd Term
Sid Wilson	Consensus			June 21, 2021	January 2023
Must be Replaced					



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3608)

Agenda Item Title: Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Departmental line item funds transfers.

Potential Budget Affect: Please see individual amendments for net affects

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

Manager Recommendation:

Number

20230033

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-557100	Software License Fees	\$ 5,000	
61818-561000	Professional Fees	\$ 2,000	
61360-471000	Tap & Connection Fees		\$ 7,000
66868-557100	Software License Fees	\$ 5,000	
66868-561000	Professional Fees	\$ 2,000	
66360-471000	Tap & Connection Fees		\$ 7,000
		<u>\$ 14,000</u>	<u>\$ 14,000</u>

Explanation: Mainland Water Fund (61818); Southern Outer Banks Sewer Fund (66868) - Increase appropriations for purchase and training for Tyler Notify. This is a system that will allow utility customers to enroll and get notifications that they have a new bill, a past due bill, there is an interruption of service in the area, etc.

Net Budget Effect: Mainland Water Fund (61) - Increased by \$7,000.
 , Southern Outer Banks Water Fund (66) - Increased by \$7,000.

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 Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number

20230034

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
52330-445302	2019 SCBA Grant	\$ 995,000	
52330-482000	NCDA & CS Grant	\$ 10,459	
52330-448201	Hurricane Matthew Grant	\$ 219,130	
52330-448202	NC Div Water Resources Grant	\$ 48,250	
52390-495010	T F - Operating Fund	\$ 142,925	
52390-495025	T F - Guinea Mill Watershed	\$ 4,825	
52541-590001	SCBA FEMA Grant		\$ 1,094,500
52606-545000	Hog Bridge Ditch Grant		\$ 10,459
52606-545001	Hurricane Matthew Grant		\$ 219,130
52606-545002	US Army Corp Watershed Grant		\$ 96,500
		<u>\$ 1,420,589</u>	<u>\$ 1,420,589</u>

Explanation: Multi-year Grant Fund (52) - To close out completed projects in the Multi-year Grant Fund.

Net Budget Effect: Multi-year Grant Fund (52) - Decreased by \$1,420,589.

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Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number

20230035

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10410-553000	Dues & Subscriptions	\$ 500	
10410-532000	Supplies		\$ 500
10480-553000	Dues & Subscriptions	\$ 425	
10480-532000	Supplies		\$ 425
		<u>\$ 925</u>	<u>\$ 925</u>

Explanation: Administration (10410); Register of Deeds (10480) - Transfer funds due to increases in annual dues.

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

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Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number

20230036

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
210546-531006	Gas	\$ 7,519	
210390-499900	Appropriated Fund Balance		\$ 7,519
		<u>\$ 7,519</u>	<u>\$ 7,519</u>

Explanation: Corolla VFD (210546) - Increase appropriations for FY 2023. The calculation for FY 2023 was based on a 3% increase over the FY 2022 ending operating budget. The original operating budget was \$186,600, which would have been 192,198 after 3% increase. A budget amendment was done during FY 2022 to move operating funds to capital to purchase equipment, which reduced the operating budget to \$179,100, which was \$184,473 for FY 2023 with the 3% increase. This budget amendment increase the appropriation to Corolla VFD to the original operating budget for FY 2022 with the 3% increase.

Net Budget Effect: Fire Services Fund (12) - Increased by \$7,519.

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Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number 20230037

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
20609-590000	Capital Outlay	\$ 971,967	
20390-495015	T F - Occupancy Tax		\$ 154,540
20390-499900	Appropriated Fund Balance		\$ 817,427
		<u>\$ 971,967</u>	<u>\$ 971,967</u>

Explanation: Whalehead Stormwater Drainage (20609) - Increase appropriations for Bonito stormwater drainage system. In addition to the contract to upgrade the drainage system, this project will include upgrades by Dominion Power, Instrulogics for monitoring equipment, meter replacement and betterment costs to expand the existing 4 foot walkway to an 8 foot walkway. The walkway expansion will be funded through Occupancy Tax.

Net Budget Effect: Whalehead Watershed Drainage Service District Fund (20) - No change.

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Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number 20230038

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
56868-590010	2022 SOBWS Water Plant Expansion	\$ 4,497,683	
56868-590011	2023 Well for SOBWS	\$ 1,700,000	
56390-495066	T F - SOBWS		\$ 2,848,841
56390-495015	T F - Occupancy Tax		\$ 3,348,842
66868-587056	T T - SOBWS Construction	\$ 398,841	
66390-499900	Appropriated Retained Earnings		\$ 398,841
		<u>\$ 6,596,524</u>	<u>\$ 6,596,524</u>

Explanation: Southern Outer Banks Operations (66868); Southern Outer Banks Construction (56868) - Increase appropriations to fund the Southern Outer Banks Water Plant Expansion and additional well sites. This project will be funded by utility fees, system developmental fees and supplemented by Occupancy Tax. A majority of the properties served by this water system serve tourism related rental properties and businesses.

Net Budget Effect: Southern Outer Banks Construction Fund (56) - Increased by \$6,197,683.
 , Southern Outer Banks Operating Fund (66) - Increased by \$398,841.

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 Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)

Number 20230039

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
55390-495061	T F - Mainland Water Operating Fund		\$ 2,561,031
55818-590010	2022 Mainland Water Plant Expansion	\$ 2,561,031	
610390-499900	Appropriation Retained Earnings		\$ 750,000
610818-587055	T T - Mainland Water Construction	\$ 750,000	
61390-499900	Appropriated Retained Earnings		\$ 611,031
61818-587055	T T - Mainland Water Construction	\$ 611,031	
		<u>\$ 3,922,062</u>	<u>\$ 3,922,062</u>

Explanation: Mainland Water Construction Fund (55818); Mainland Water System Developmental Fees (610818)
Mainland Water Operating Fund (61818)- Increase appropriations for the Mainland Water Plant Expansion project. This will be funded through Mainland Water utility fees and devekpmmental fees.

Net Budget Effect: Mainland Water Construction Fund (55) - Increased by \$2,561,031.
, Mainland Water System Developmental Fee Fund (610) - Increased by \$750,000.
Mainland Water Operating Fund (61) - Increased by \$611,031.

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Journal # _____

Clerk to the Board

Attachment: BudAmends_Nov 7_General Meeting (Budget Amendments)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3609)

Agenda Item Title: Master Fee Schedule Revision-Rental Fees

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Fee schedule revisions as highlighted on attachment.

Potential Budget Affect: N/A

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

Manager Recommendation:

COUNTY OF CURRITUCK

Master Fee Schedule

AIRPORT FEES

After Hours Fee - 5:01 PM through 7:59 AM Daily \$75 first hour/\$25 each additional hour

Concession Fees:

Aviation Maintenance & Repair Services	\$	75	Annual Fee
5% of booked fee, due on 10th of month following end of quarter (Jan 10/Apr 10/Jul 10/Sep 10)			
Based Charter Aircraft Travel Services			
Banner Towing Operations	\$	75	Annual Fee
Crop Dusting	\$	300	Annual Fee
Flight Lessons/0 Currituck based planes	\$	300	Annual Fee
Flight Lessons/1 Currituck based plane	\$	150	Annual Fee
Flight Lessons/2 or more Currituck based planes	\$	75	Annual Fee
Hang Gliding	\$	7,000	Annual Fee
Ramp Fee	\$	50	Not waived with fuel purchase
Rental Car Services	\$	300	Annual Fee

Ground Power Unit (GPU) \$ 50 per hour

Hangar Leases:

Non-commercial leases	\$	2,760	Annual/due in monthly payments of \$230
Commercial:			
A-5-T, A-11-T & office space 2 combined	\$	5,796	Annual paid monthly payment of \$483
A-5-T, A-11-T & office space 2 combined	\$	5,506	Annual paid once a year in advance
Annual if three year lease agreement. This may be paid by			
A-5-T, A-11-T & office space 2 combined	\$	5,216	monthly payments of \$435
C-2, C-3, C-4 and C-5	\$	6,555	Annual paid monthly of \$546.25
C-2, C-3, C-4 and C-5	\$	6,227	Annual paid once a year in advance
Annual if three year lease agreement. This may be paid by			
C-2, C-3, C-4 and C-5	\$	5,900	monthly payments of \$492
A-1-T, A-6-T & office space 1 combined	\$	5,520	Annual
A-1-T, A-6-T & office space 1 combined	\$	5,244	Annual paid once a year in advance
Annual if three year lease agreement. This may be paid by			
A-1-T, A-6-T & office space 1 combined	\$	4,968	monthly payments of \$414
B-1-C & B-2-C	\$	5,520	Annual

B-1-C & B-2-C	\$	5,244	Annual paid once a year in advance
B-1-C & B-2-C	\$	4,968	Annual if three year lease agreement. This may be paid by monthly payments of \$414
C-1	\$	7,590	Annual
C-1	\$	7,211	Annual paid once a year in advance
C-1	\$	6,831	Annual if three year lease agreement. This may be paid by monthly payments of \$569
Hangar Late Fee	\$	15	Monthly fee for Hangar payments received after the 10th of the month of rent.
Landing Fee	\$	100	Fee waived with 150 gallon fuel purchase.
Overnight Fee	\$	75	One night fee waived with 150 gallon fuel purchase.
Tie-down Lease	\$	10	Monthly fee.
Tie-down Lease Late Fee	\$	15	Monthly fee for Hangar payments received after the 10th of the month of rent.

ANIMAL SERVICES AND CONTROL

Adoption Fee - Cat	\$	75	Per animal. Discounts may be authorized by the Shelter Manager or County Manager.
Adoption Fee - Dog	\$	125	Per animal. Discounts may be authorized by the Shelter Manager or County Manager.
Bite Quarantine	\$	10	Per day
Rabies Shots - County sponsored events	\$	10	
Reclaim Fees:			
1st offense	\$	25	
2nd offense	\$	50	
3rd offense	\$	75	
4th offense	\$	100	
Daily rate for housing animals turned in to shelter	\$	10	Per day for any portion of day in shelter
Safekeeping Fee	\$	10	Per day

COMMUNICATIONS

Digital format 911 data	\$	25	Per request
911 Incident Reports/Transcripts	\$	1	Per page

COMMUNITY DEVELOPMENT

	<u>Residential</u>	<u>Commercial</u>
Central Permitting Fees:		
New construction and additions	\$0.50 per sf	\$0.60 per sf
Alterations	\$0.25 per sf	\$0.30 per sf
Cell Tower Evaluation		\$1,000 minimum; actual cost for more complex evaluations
Decks	\$0.35 per sf	\$0.50 per sf
Demolition	\$50	\$100
Detached Buildings	\$0.25 per sf	\$0.35 per sf
Fuel Pumps	N/A	\$50 per pump
Fuel Tanks Above or Below Grade	N/A	\$250 per tank
HVAC change out (includes all trade permits)	\$50	\$100
Insulation (new)	\$75	\$125
Insulation (alteration)	\$30	\$50
Metal Carport, pre-manufactured (Open, enclosed 50% or open on two ends)	Greater than 400 sq ft \$50	\$100
Wooden Carport, Pole Barns (Open, enclosed 50% or open on two ends)	\$50	\$100
Mobile Homes	\$0.30 per sf	\$0.40 per sf
Modulars	\$0.30 per sf	\$0.40 per sf
Trade Permits P M E G (New)	\$75 each	\$125 each/per suite
Trade Permits P M E G (Alterations)	\$30 each	\$75each/ per suite
Roofing (sheathing replacement)	\$75.00	\$100
Roofing (shingles only)	> \$20,000 project \$50	\$75
Solar array	\$50 base + \$0.20 per panel	\$200 base + \$0.20 per panel
County, State, Federal, Non-profit	No fee	No fee

Miscellaneous:

Bulkhead, Pier, Dock, Boatlift	\$100.00	\$200
CAMA Minor Permit	\$100.00	\$100
Elevator (includes trade permits)	\$100.00	\$200
Fire Alarm	N/A	\$100
Fire Sprinklers	\$50.00	\$100
Hot Tub (includes trade permits)	\$100.00	\$150
Moving Permit	\$0.20 per sf	\$0.20 per sf
Retaining wall	\$50 each	\$100 each
Siding replacement	> \$20,000 project \$50	\$75
Swimming Pool (includes trade permits)	\$100.00	\$250
Signs (on premise)	N/A	\$75 per sign
Signs (off premise)	N/A	\$100 per sign
Temporary Office	N/A	\$60
Tents and Membrane Structures	Greater than 800 sq ft \$100	\$200 per structure
Towers		\$500 each
Window, Door replacement	> \$20,000 project \$50	\$75
Wind Turbine	\$200 each	\$500 each
Amusement rides, water slides	N/A	\$500 each ride
Minimum permit fee	\$50	\$100

Projects that do not fall within the categories
above shall be figured on a cost of construction
basis as follows:

\$1-\$5,000	\$50.00	\$100
Over \$5,000	\$10 per \$1,000	\$20 per \$1,000

Inspection Division Fees:

Re-inspection	\$75 per trip	\$75 per trip
Working without a permit	Greater of \$50 or	Greater of \$100 or 25% of cost
Private Schools/Daycare inspection	N/A	\$100
ABC Inspections	N/A	\$100
Commercial Exhaust Hoods	N/A	\$100 each
Generators (includes trade permits)	\$100.00	\$200
Change of Use (Includes new Certificate of Occupancy)		\$100
Mandatory Fire Code Permits		\$100

Commercial Pre-application Building Plan Review		\$100
Fireworks - Pyrotechnics		\$250
Express Permitting Fee (in addition to the regular permit fees)	\$25	N/A
Emergency Electrical Service Repair	\$100	\$200
Temporary Certificate of Occupancy	\$100	\$150 for each space
Technology Fee	\$1 per application	\$1 per application
Permit Modifications to approved plans (Re-review)	\$25	\$50
Home Occupations	\$50	NA
Planning Division Fees:		
Administrative Adjustment	\$200	\$200
Clear-Cut Permit	\$50	\$50
Sign Return Fee (Unlawfully placed signs)	\$25	\$25
Site Plan - Major	N/A	\$0.10/ square foot; \$400 minimum
Site Plan - Minor	\$200	\$200
Subdivision - Major	\$100 per lot/\$250 Amended Plat	\$100 per lot/\$250 Amended Plat
Subdivision - Major - additional fee	\$50 Conservation and	\$50 Conservation and Development
Subdivision - Minor	\$50 per lot	\$50 per lot
Temporary Use Permit	\$50	\$50
Zoning/Flood determination letter	\$25	\$25
Board of Adjustment Fees:		
Appeal or Interpretation	\$500	\$500
Variance	\$500	\$500
Historic Preservation:		
Certificate of Appropriateness Application Fee	\$25	\$25
Local Historic Landmark Application Fee	\$100	\$100

Literature and Materials:

Land Use Plan	\$30	\$30
Official Zoning Map (Copy)	\$10	\$10
Small Area Plans or Technical Documents	\$20	\$20
Unified Development Ordinance (UDO)	\$40	\$40

Planning Board:

Conditional Rezoning	\$200 + \$5/acre	\$200 + \$5/acre
Development Agreement	\$300 + \$5/acre	\$300 + \$5/acre
Land Use Plan Amendment	\$500	\$500
Planned Development	\$300 + \$5/acre	\$300 + \$5/acre
Text Amendment	\$300	\$300
Use Permit-or Amended Use Permit	\$300	\$300
Zoning Map Amendment	\$200 + \$5/acre	\$200 + \$5/acre

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.

Beach Parking Permits:

Beach Parking Permits - VBRO, Air BnB or similar owner-managed rental properties on the off-road \$75.00 Fee to replace lost/stolen rental unit season pass

Beach Parking User Permit --7 Day \$50.00 Weekly pass from Saturday through Friday of each week. There is a limit of 300 passes for each week.

Beach Parking User Permit - Currituck Property

Owners and Residents:

Seasonal Guest Permit - Two for each house located in	No charge
Seasonal Guest Permit - Two for each full-time, owner	No charge

Outdoor Tour Operator License	\$	950 per vehicle
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Technology fee	\$	1 per permit
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COUNTY-WIDE FEES

Digital Media	\$10.00	Additional fees may apply to pull data	
Public Copies - 1 sided	\$0.10	per page	
Public Copies - 2 sided	\$0.15	per page	
Public Copies color up the 8.5" X 14"	\$0.25	per side	
Copies, 11 x 17 black 7 white	\$0.25	per page	
Copies, 11 x 17 color	\$0.50	per side	
Fax - Incoming	\$0.10	per page	
Fax - Outgoing	\$1.00	per page	
Notary Fees			
Official County business	No charge	No charge	
Other	\$5 per document	\$5 per document	
Returned check/credit card/eft fee	\$35.00		

COOPERATIVE EXTENSION & CURRITUCK COUNTY RURAL CENTER (CCRC)

Facility rental fees - rentals will also be charged NC sales tax in addition to the rental fee.

Complete facility rental fee/Exclusive right to use grounds	\$	500	Per day
Picnic Shelter- half day rental (4 hours)	\$	25	Per day/per room
Picnic Shelter- full day rental (8 hours)	\$	50	Per day/per room
Classroom rental	\$	50	Per day/per room
Indoor Arena:			
Week days	\$	175	
Weekends/Holidays	\$	150	
Outdoor Arena:			
Week days	\$	125	
Weekends/Holidays	\$	100	
Cooperative Extension Auditorium	\$	500	Per day
Cooperative Extension Auditorium set up day	\$	100	11 AM - 4 PM day before event
Cooperative Extension Conference Room	\$	100	Per room/per 2 hour period
Cooperative Extension Classroom	\$	50	Per room/per 2 hour period

Park Attendant or Custodian	\$	25	per hour (4 hr minimum): nights/weekends/holidays
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Stall Rental:

Overnight, no event	\$	35	
With event:			
1 day event	\$	15	
2 day event	\$	25	
3 day event	\$	30	
Shavings - required for stall rental	\$	7.50	Per bag
RV/Camper Hook-up	\$	25	Per night
Vendor Hook-up	\$	25	Per day
Admission Fees - Non-County Event	10% of ticket sales for all non-County sponsored events		
Technology fee - includes WiFi, fax access, phone & copier	\$	50	Per event - 3 day max
Returned check/credit card/eft fee	\$	35	

ELECTIONS

Digital media	\$	10	per file
Labels	\$	0.01	per label - \$1.00 minimum
Printout	\$	0	per page - \$1.00 minimum

ENGINEERING

Tower third party structural review	Actual cost not to exceed \$2,000
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FIRE & EMERGENCY MEDICAL SERVICES

Ambulance transports	Rates are subject to insurance provider contracts		
Mileage	\$	13	Per mile
Round Trip	\$	550	
Treat no transport/Basic	\$	75	
Treat no transport/Advanced	\$	150	
Advanced Life Support	\$	3,103.30	
Advanced Life Support 2	\$	3,103.30	
Advanced Life Support Emergency	\$	3,103.30	
Basic Life Support	\$	3,103.30	
Basic Life Support Emergency	\$	3,103.30	

EMS personnel for non-County sponsored events	\$	50	per personnel per hour
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Fire Alarm - violation fee	\$	250	per call
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INFORMATION TECHNOLOGY SERVICES

CD1: GIS Digital media	\$50.00
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CD2: 2003, 2008, 2010 or 2012 Color Aerial	\$100.00 per year requested
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Copies, GIS Data, Laser 11 x 17 black and white	\$1.00
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Copies, GIS Data, Laser 11 x 17 color	\$2.00
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Copies, GIS Data, Laser 8 1/2 x 11 black and white	\$0.50
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Copies, GIS Data, Laser 8 1/2 x 11 color	\$1.00
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Copies, GIS Data, Laser 8 1/2 x 14 black and white	\$0.75
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Copies, GIS Data, Laser 8 1/2 x 14 color	\$1.50
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Copies, GIS Data, Plotter 20 x 24 up to 28 x 36	\$5.00
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Copies, GIS Data, Plotter Greater than 28 x 36 to 36 x 42	\$8.00
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Copies, GIS Data, Plotter Greater than 36 x 42	\$10.00
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Copies, GIS Data, Plotter less than 20 x 24	\$3.00
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Official Zoning Map	\$10.00
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CD3: 1995 Aerial Photography (black & white only)	\$50.00
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Street Naming/Name Changing (payable to U.S. Sign Co.)	plus variable (Exception: Subdivisions created prior to 4/2/89 & sign never installed)
	\$75.00

Library

Books, Fines for Over dues	\$	0.10	per book per day
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Parks & Recreation

Facility Rental:

Knotts Island	\$200.00 per day
Maple Athletic Complex - Baseball/Softball Fields	\$200.00 per field/per day
Maple Athletic Complex - Soccer Fields	\$200.00 per field/per day
Maple Park	\$300.00 per day
Maple Skate Park	\$200.00 per day
Shingle Landing Park - Main Lawn	\$300.00 per day
Shingle Landing Park - Entire Park	\$500.00 per day
Sound Park	\$500.00 per day
Veteran's Memorial Park	\$200.00 per day
Walnut Island Park	\$200.00 per day

Pickle Ball Courts - all recreation facilities:

1/2 day (4 hours)	\$25.00 per court
Full day (8 hours)	\$50.00 per court

Picnic Shelter - all recreation facilities:

1/2 day (4 hours)	\$25.00 per shelter
Full day (8 hours)	\$50.00 per shelter

Field Fees:

Field Fees - Soccer, Baseball/Softball, Tennis Courts	1/2 day - does not include staff, \$25.00 security or clean-up charges
Field Fees - Soccer, Baseball/Softball, Tennis Courts	daily - does not include staff, security \$50.00 or clean-up charges
Field Set-up Fees - Baseball/Softball	per field - does not include staff, \$20.00 security or clean-up charges
Field Set-up Fees - Soccer	per field - does not include staff, \$25.00 security or clean-up charges

Recreation Team Sports:

Adult Softball (men and women)	\$	200	per team
Adult Basketball	\$	200	per team
Youth Basketball	\$	20	per player/\$40 family maximum
Youth Cheerleading	\$	20	per player/\$40 family maximum
Youth Flag Football	\$	20	per player/\$40 family maximum
Youth Soccer (Fall and Spring)	\$	20	per player/\$40 family maximum
Youth Tackle Football	\$	25	each player
Youth T-Ball/Baseball/Softball	\$	25	per player/\$35 for 2 children/\$50
Youth Volleyball	\$	20	per player/\$40 family maximum

Tournament Admission Fees- Under 5 & Participant

No charge

Tournament Admission Fees- Ages 6-12	\$	3	Not participating in sport
Tournament Admission Fees-13 and up	\$	5	Not participating in sport

Concessions:

County provided	Cost + 100% to 300%
County contracted	TBD by concession agreement with vendor

Recreation Staff:

Staff for Events (if required) - Park Attendant	\$	25	per hour
Staff for Events (if required) - Park Superintendent	\$	25	per hour
Staff for Events (if required) - Recreation Director	\$	35	per hour
Staff for Events (if required) - Recreation Specialist	\$	25	per hour

REGISTER OF DEEDS

Birth or Death Amendments (preparation)	\$10.00
Birth or Death Amendments, NC Vital Records	\$15.00 payable to N.C. Vital Records Section
Birth or Death Legitimations County	\$10.00
Birth or Death Legitimations State (via check)	\$10.00
Birth or Death Record, Certified Copy	\$10.00
Birth, Delayed Birth Applications	\$20.00
Copies, Certified 1st page	\$5.00 plus \$2.00 each page of document
Copies, Uncertified	\$0.25
Copies, Uncertified Plats (11"x17")-per page	\$0.50
Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax	\$1.00
Copies, Uncertified Plats (18"x24")-per page	\$2.00

Copies, Uncertified Plats (18"x24")-per page VIA Mail	\$3.00
Copies, Uncertified VIA Mail	\$1.00
Deeds of Trust and Mortgages	\$64.00 Minimum fee for pages 1-35
Deeds of Trust and Mortgages per page for pages over 35	\$4.00
Deeds of Trust and Mortgages Additional (multi-instrument)	\$10.00
Deeds of Trust and Mortgages Satisfaction/Cancellation	No charge
Highway Maps 1st page	\$21.00
Highway Maps Additional Page(s)	\$5.00
Highway Maps Certified Copy (per 1st page)	\$5.00
Instrument, General	\$26.00 Minimum fee for pages 1-15
Instrument, General per page for pages over 15	\$4.00
Instrument, General Additional (multi-instrument)	\$10.00
Marriage License	\$60.00
Marriage License Certified Copy	\$10.00
Marriage License Corrections	\$10.00
Notary Fee - Official County Business	No charge
Notary Fee - Other than County Business	\$5.00 Per document
Notary Oath	\$10.00
Plats 1st page (GS 161-10)	\$21.00
Plats Additional Page(s)	\$21.00
Plats Certified Copy (per 1st page)	\$5.00
Plats Certified Copy - each additional page after first page	\$2.00
Uniform Commercial Code Fixture Filing Only 1-2 pages	\$38.00
Uniform Commercial Code Fixture Filing Only 3-10 pages	\$45.00
Uniform Commercial Code Fixture Filing Only over 10 pages	\$45.00 plus \$2.00 each additional page over
Excessive Recording Data - more than 20 distinct parties	\$2.00 each name over 20 - G.S. 161-10(a)(1)
Non-standard Fee	\$25.00 G.S. 161-14(b)

SOIL CONSERVATION

Soil surveys/publications

No charge

SHERIFF

Peddler License initial fee	\$35.00
Peddler License renewal fee	\$20.00
Noise permits	\$25.00
Adult Entertainment Business Permit - New	\$100.00
Adult Entertainment Business Permit - Renew	\$50.00
Copies; uncertified black & white	\$0.10 single side/\$0.15 duplex
Copies; uncertified color	\$0.25 per page
Copies; Certified	\$1.00
Copies; Certified - for official County business	No charge
Digital Media - Detention Interviews	\$10.00
Entertainer's License - New	\$50.00
Entertainer's License - Renew	\$25.00
Fingerprint fee - Official County business	No charge
Fingerprint fee - other	\$5.00
Handgun Purchase Permit	\$5.00
Concealed Weapon Permit - New	\$90.00
Concealed Weapon Permit - Renew	\$80.00
Security Fee	\$60.00 Per Hour Per Deputy
Ordinance Violations	\$75.00

SOLID WASTE

Availability Fee - All other areas (Convenience Sites)	\$239.00 Per property per year
Availability Fee - Southern Outer Banks (Door-to-Door)	\$436.00 Per property per year
Tipping Fee - County residences and businesses	\$90.00 Per Ton
Tipping Fee - Out of County	\$100.00 Per Ton

SENIOR CITIZENS CENTERS

Deposit, Rental of Senior Center Space (Refundable)	\$100.00
Powells Point Bldg- Deposit	\$100.00 per event
Powells Point Bldg- Rent	\$100.00 per event

TAX

Public Copies - 1 sided	\$0.10
Public Copies - 2 sided	\$0.15
Public Copies - Color (Up to 8.5" X 14")	\$0.25 per side
Public Copies - Color (11" x 17")	\$0.50 per side
Labels, per label	\$0.03 Minimum \$10.00
Aerial Tax Maps	\$8.00
Subdivision Tax Maps	\$3.00 per sheet
Street Atlas	\$8.00
Returned check/credit card/debit card/EFT/ACH fee - Tax payment	10% Payment for Taxes; Minimum \$25.00
Returned check/credit card/debit card/EFT/ACH fee - All other than Tax	\$35.00 All other than taxes
Property Record Card	\$0.50 each

TOURISM

Kansas City BBQ Contest Registration	\$300.00 per team - includes RV hookup fee
Event sponsorships	TBD per event
Currituck Bulls & BBQ - Rodeo admission - Ages 13+	\$15 Adv/\$20 Day of Event
Currituck Bulls & BBQ - Rodeo admission - Ages 6-12	\$10 Adv/\$15 Day of Event
Currituck Bulls & BBQ - Rodeo admission - Ages 0-5	No Charge
Currituck Bulls & BBQ - Rodeo admission - Family (2 Adult/2 Under 12)	\$45.00 Advance sales only
Currituck Bulls & BBQ - Rodeo admission - BBQ Participants	No Charge
Legacy Tours Whalehead Ages 0-5	No charge
Legacy Tours Whalehead Ages 6-12	\$5.00
Legacy Tours Whalehead Ages 13-54	\$7.00
Legacy Tours Whalehead Ages 55+	\$5.00
Legacy Tours Whalehead Active Military	\$5.00
Legacy Tours Wounded Warrior	No charge
Legacy Tours Whalehead Group Student	\$3.00 Coordinator/Bus Driver No charge
Legacy Tours Whalehead Group Adult	\$5.00 Coordinator/Bus Driver No charge
Legacy Tours Whalehead	\$0.00 VIP tickets to encourage tourism
	Based on type of Tour and Resources
Specialty Tours	TBD involved

Corolla Cork & Craft	\$15.00 Event entry and tour of Whalehead
Legacy Tour with purchase of Corolla Cork & Craft admission	No Charge Included with event

Events requiring tent rentals or other structures on grounds

Grounds Rental - Primary Site (N Lawn/S Lawn/Point)	\$750.00
Grounds Rental - Secondary Site	\$400.00
Grounds Rental - Picnic Shelter	\$50.00
Grounds Rental - Gazebo	\$150.00
Grounds Rental - Side Porch	\$50.00
Grounds Refundable Security Deposit	\$750.00
Picnic Shelter Refundable Security Deposit	\$25.00
Golf Cart Rental per 8 hours	\$300.00 each per day
Tourism and Whalehead \$0.00 - \$6.99 our cost retail merchandise	Cost + 100%
Tourism and Whalehead \$7.00 - \$10.99 our cost retail merchandise	Cost + 50%
Tourism and Whalehead \$11.00 - \$19.99 our cost retail merchandise	Cost + 35%
Tourism and Whalehead \$20.00 & up our cost retail merchandise	Cost + 25%
Under the Oaks Jury Fee for artists	\$40.00
Under the Oaks Booth Fee	\$150.00
Vendor Booth Fee	No Charge -
Vendor Booth Fee	\$25 - Out of County Resident/Business
Historic Corolla Park Usage- unlimited usage with the exception of stated	\$400.00 per month for June, July & August
Historic Corolla Park Usage- unlimited usage with the exception of stated	per month January - May and
hours	\$250.00 September - December
Historic Corolla Park Usage- for businesses needing the Park 1 day a week or	\$50.00 per day for all months

UTILITIES

Fees across all Water/Sewer systems

3" Riser	Actual cost + 20%
6" Riser	Actual cost + 20%
Backhoe per hour	\$125.00
Bacteriological tests	\$50.00
Broken clean-out repair	\$75.00
Broken clean-out repair - Contractor/Developer	\$125.00
Check Valve	Actual cost + 20%
Chloride tests	\$20.00
Damaged clean out/stub out piping - Contractor/Developer	\$350.00

Ditch Witch per hour	\$125.00
ERT for Radio Read meter	Actual cost + 20%
Excavator per hour	\$125.00
Water meter - Single family residential - new service or	Included with connection fee County staff installations
Water meter - Commercial/Multi-family - new service or aged/worn out	Paid by contractor Contractor installations
Labor per man hour	\$60.00
Lid only	Actual cost + 20%
Lock	Actual cost + 20%
Meter - damaged/vandalized	Actual cost + 20%
Meter damage or tampering by contractor or developer	\$1,000.00 per occurrence
Meter accessibility charge	\$35.00
Meter Box	Actual cost + 20%
Meter tampering fee - residential	\$125.00
Meter testing fee	\$50.00 If meter accurate
Meter testing fee	No Charge If more than 2.5% inaccurate
Pipe pressure/leakage retest	\$150.00
Pipe pressure/leakage test	\$150.00
Reconnection fee (after cutoff for nonpayment)	\$50.00 8AM - 5PM
Retrofit Meter	Actual cost + 20%
Returned check fee	\$35.00
Road Bore	Actual cost + 20%
Sewer pipe repair	Actual cost + 20%
Sewer service tampering fee	Actual cost + \$75
Special request meter reading	\$25.00
Turn on/off fee 8 AM-5 PM work days, per occurrence	\$25.00
Turn on/off fee afterhours/nonwork days, per occurrence	\$50.00 After normal working hours
Union half with nut	Actual cost + 20%
Yoke	Actual cost + 20%
Yoke valve with meter nut	Actual cost + 20%

Mainland Water**Water usage**

Water Charge Fire Service (sprinkler systems)	Same as all other water consumption charges
Water Charge Local Government/Board of Education	Same as all other water consumption charges
Base rate to all customers - monthly	\$20.00 Effective 7/1/2021
2,000 gallons or less in addition to base rate per 1,000 gallons	\$0.00 Effective 7/1/2022
5,000 gallons or less in addition to base rate per 1,000 gallons	\$4.82 Effective 7/1/2022
10,000 gallons or less in addition to base rate per 1,000 gallons	\$5.89 Effective 7/1/2022
15,000 gallons or less in addition to base rate per 1,000 gallons	\$6.96 Effective 7/1/2022
20,000 gallons or less in addition to base rate per 1,000 gallons	\$8.03 Effective 7/1/2022
> 20,000 gallons in addition to base rate per 1,000 gallons	\$9.11 Effective 7/1/2022

System Developmental Fees

Developmental Fee - Water	3/4"	\$4,279
Developmental Fee - Water	1"	\$10,697
Developmental Fee - Water	1.5"	\$21,395
Developmental Fee - Water	2"	\$34,231
Developmental Fee - Water	3"	\$68,463
Developmental Fee - Water	4"	\$106,973
Developmental Fee - Water	6"	\$213,946
Developmental Fee - Water	8"	\$342,313
Developmental Fee - Water	10"	\$513,470
Developmental Fee - Water - Centers of Worship		\$3,000
Developmental Fee - Water - 6" or greater Fire Service		\$6,000

Water connection fees

Water connection - contractor installs	No fee
Water connection fee, 3/4 inch	\$1,000.00 County staff installs connection
Water connection fee, 3/4 inch irrigation	\$1,000.00
Water connection fee, 3/4 inch fire service	\$1,000.00
Water connection fee, >3/4 inch irrigation	Actual cost + 20%
Water connection fee > 3/4 inch	Actual cost + 20% County staff installs connection

Other miscellaneous fees

Fire hydrant meter	\$6,000.00	
Fire hydrant meter - Deposit	\$2,500.00	
Fire hydrant meter setup fee	\$50.00	
High-risk deposit (owner or renter)	\$200.00	or three months' billing of previous usage, whichever is greater
Open/reopen/transfer account	\$25.00	
Renter deposit	\$150.0	
Reread meter - our reading correct	\$25.00	
Reread meter - our reading incorrect	No Charge	

Mainland Sewer**Sewer usage**

Sewer Utility Charge - Monthly Base Rate for all customers	\$40.00	Effective 7/1/2022
2,000 gallons or less in addition to base rate per 1,000 gallons	\$0.00	Effective 7/1/2022
5,000 gallons or less in addition to base rate per 1,000 gallons	\$15.17	Effective 7/1/2022
10,000 gallons or less in addition to base rate per 1,000 gallons	\$18.54	Effective 7/1/2022
15,000 gallons or less in addition to base rate per 1,000 gallons	\$21.91	Effective 7/1/2022
20,000 gallons or less in addition to base rate per 1,000 gallons	\$25.28	Effective 7/1/2022
addition to base rate for all usage when	\$28.65	Effective 7/1/2022

System Developmental Fees

Developmental Fee - Residential Sewer	\$	5,806	
Developmental Fee - Commercial Sewer	\$	5,806	Per Equivalent Residential Unit

Other miscellaneous fees

Open/reopen/transfer account	\$	25
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Ocean Sands Water and Sewer**Water usage**

Water Charge Monthly Base Rate for all customers	\$20.00 Effective 7/1/2021
2,500 gallons or less in addition to base rate in addition to base rate per 1,000	\$3.75 Effective 7/1/2022
5,000 gallons or less in addition to base rate per 1,000 gallons	\$4.82 Effective 7/1/2022
10,000 gallons or less in addition to base rate per 1,000 gallons	\$5.89 Effective 7/1/2022
15,000 gallons or less in addition to base rate per 1,000 gallons	\$6.96 Effective 7/1/2022
20,000 gallons or less in addition to base rate per 1,000 gallons	\$8.03 Effective 7/1/2022
addition to base rate for all usage when monthly usage exceeds 20,000 gallons	\$9.11 Effective 7/1/2022

Sewer usage

Sewer Charge Monthly Base Rate for all customers	\$7.95 Effective 7/1/2021
2,500 gallons or less in addition to base rate in addition to base rate per 1,000	\$7.50 Effective 7/1/2022
5,000 gallons or less in addition to base rate per 1,000 gallons	\$9.64 Effective 7/1/2022
10,000 gallons or less in addition to base rate per 1,000 gallons	\$11.78 Effective 7/1/2022
15,000 gallons or less in addition to base rate per 1,000 gallons	\$13.93 Effective 7/1/2022
20,000 gallons or less in addition to base rate per 1,000 gallons	\$16.07 Effective 7/1/2022
addition to base rate for all usage when monthly usage exceeds 20,000 gallons	\$18.21 Effective 7/1/2022

System Developmental Fees

Developmental Fees - Sewer - Residential		\$5,924
Developmental Fees - Sewer - Commercial		
		\$5,924 per equivalent residential unit of 533 gallons per day
Developmental Fees - Water	3/4"	\$5,933
Developmental Fees - Water	1"	\$14,834
Developmental Fees - Water	1.5"	\$29,667
Developmental Fees - Water	2"	\$47,467
Developmental Fees - Water	3"	\$94,935
Developmental Fees - Water	4"	\$148,336
Developmental Fees - Water	6"	\$296,672
Developmental Fees - Water	8"	\$474,675
Developmental Fees - Water	10"	\$712,012
Developmental Fee - Water - 6" Fire Service		\$6,000

Water connection fees

Water connection - contractor installs	No fee
Water connection fee, 3/4 inch	\$1,000.00 County staff installs connection
Water connection fee, > 3/4 inch	Actual cost + 20% County staff installs connection

Southern Outer Banks Water**Water usage****Pine Island**

Water Charge - Pine Island Base Rate	\$30.00 month
Water Charge - Pine Island per 1,000 gallons	\$4.50 per 1000 gal

Southern Outer Banks Water, except Pine Island

Water Charge Monthly Base Rate for all customers, except Pine Island	\$20.00 Effective 7/1/2021
2,500 gallons or less in addition to base rate in addition to base rate per 1,000	\$3.75 per 1000 gal./effective 7/1/2022
5,000 gallons or less in addition to base rate per 1,000 gallons	\$4.82 per 1000 gal./effective 7/1/2022
10,000 gallons or less in addition to base rate per 1,000 gallons	\$5.89 per 1000 gal./effective 7/1/2022
15,000 gallons or less in addition to base rate per 1,000 gallons	\$6.96 per 1000 gal./effective 7/1/2022
20,000 gallons or less in addition to base rate per 1,000 gallons	\$8.03 per 1000 gal./effective 7/1/2022
addition to base rate for all usage when monthly usage exceeds 20,000 gallons	\$9.11 per 1000 gal./effective 7/1/2022

System Developmental Fees

Developmental Fees - Water	3/4"	\$7,281
Developmental Fees - Water	1"	\$18,202
Developmental Fees - Water	1.5"	\$36,404
Developmental Fees - Water	2"	\$58,247
Developmental Fees - Water	3"	\$116,493
Developmental Fees - Water	4"	\$182,020
Developmental Fees - Water	6"	\$364,041
Developmental Fees - Water	8"	\$582,465
Developmental Fees - Water	10"	\$873,698
Developmental Fee - Water - 6" Fire Service		\$6,000
Developmental Fee - Centers of Worship		\$3,000

Water connection fees**Southern Outer Banks Water, except Village of Ocean Hill**

Water connection - contractor installs	No fee
Water connection fee, 3/4 inch residential meter	\$1,000.00 County staff installs connection
Water connection fee > 3/4 inch	Actual cost + 20% County staff installs connection
Water connection fee, 3/4 inch fire service meter	\$1,000.00 County staff installs connection
Water connection fee, 3/4 inch irrigation meter	\$1,000.00 County staff installs connection
Water connection fee > 3/4 inch irrigation meter	Actual cost + 20% County staff installs connection

Village of Ocean Hill

Village of Ocean Hill Water connection fee, standard 3/4" meter, commercial	\$1,000.00
Village of Ocean Hill Water connection fee, standard 3/4" meter, hotels/motels per two rooms	\$1,000.00
Village of Ocean Hill Water connection fee, standard 3/4" meter, laundry	\$1,000.00 per 3 machines
Village of Ocean Hill Water connection fee, standard 3/4" meter, multifamily	\$1,000.00 (condos, cottage courts, apartments)
Village of Ocean Hill Water connection fee, standard 3/4" meter, restaurants	\$1,000.00 per 16 seats or fraction thereof
Village of Ocean Hill Water connection fee, standard 3/4" meter, sewer	\$700.00
Village of Ocean Hill Water connection fee, standard 3/4" meter, single family	\$1,000.00

Other miscellaneous fees

Renter Deposit \$ 150

Revised this 7th day of November 2022.

Attest:

Michael H. Payment, Chairman

Leeann Walton, Clerk to the Board



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3610)

Agenda Item Title: Surplus Resolution-IT Equipment

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Surplus Resolution-IT equipment.

Potential Budget Affect: N/A

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

Manager Recommendation:

RESOLUTION

WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be disposed of with a certified electronics disposal company.

County Asset Tag	Description	Serial Number
4884	Optiplex 3070	
7427	Sony VAIO	
8328	Precision Tower 5810	
8571	Latitude E5540	
8572	Latitude E5540	F92CD12
8573	Latitude E5540	
8574	Latitude E5540	161CD12
8575	Latitude E5540	D82CD12
8577	Latitude E5540	C92CD12
8579	Latitude E5540	BQ1CD12
8580	Latitude E5540	H82CD12
8581	Latitude E5540	D32CD12
8582	Latitude E5540	B11CD12
8583	Latitude E5540	C11CD12
8584	Latitude E5540	B92CD12
8585	Latitude E5540	FZ0CD12
8586	Latitude E5540	F41CD12
8593	Latitude E5540	
8599	Latitude E5540	
8604	Latitude E5540	892CD12
8608	Latitude E5540	
8924	Latitude E5540	GJ38Z52
9033	Precision Tower 5810	
9093	HP Z230 Tower	
9094	HP Z230 Tower	
9095	HP Z230 Tower	
9291	Precision Tower 5810	1D7JMD2
9292	Precision Tower 5810	1D4NMD2
9293	Precision Tower 5810	1D4KMD2
9299	Precision Tower 5810	
9301	Precision Tower 5810	
9302	Precision Tower 5810	
9303	Latitude E5570	
9741	Latitude E5540	
4888E	Optiplex 3070	6GHL513
4888H	Optiplex 3070	708P513
7122A	Optiplex 360	
7122B	Optiplex 360	
7122C	Optiplex 360	
7124A	Optiplex 360	
7125A	Optiplex 360	
7127B	Optiplex 360	95SWCK1
7160A	Optiplex 360	95SZCK1
7162A	Optiplex 360	95TZCK1
7163B	Optiplex 360	
7164B	Optiplex 360	
9295A	Optiplex 3040	
	Optiplex 3040	D0D7TD2
	Optiplex 3070	H8D1F32
	Optiplex 5040	8TV4XH2
	Getac V110	RF139V0193
	Getac V110	RF139V0189
	Getac V110	RF139V0195

Attachment: Surplus_Nov 7 2022_IT Equipment (Surplus Resolution-IT Equipment)

Lattitude E5540	292CD12
Lattitude E5540	B41CD12
Lattitude E5540	951CD12
Lattitude E5540	C23CD12
Lattitude E5540	741CD12
Lattitude E5540	431CD12
Lattitude E5540	GR2CD12
Lattitude E5540	GBHBVD2
Lattitude E5540	DSHBVD2
Lattitude E5540	7G1CD12
Lattitude E5540	C01CD12
Lattitude E5540	831CD12
Lattitude E5540	FW2CD12
Lattitude E5540	BB2CD12
Lattitude E5540	2M1CD12
Optiplex 360	DQZ9LN1
Optiplex 360	DROGLN1
Optiplex 360	DR18LN1
Optiplex 380	DRO8LN1
Optiplex 380	DQY8LN1
Optiplex 380	DQXDLN1
Optiplex 380	DROFLN1
Optiplex 380	DROCLN1
Optiplex 755	8V958G1
Optiplex 755	DQYCLN1
Optiplex 755	DR09LN1
Optiplex 755	DQZDLN1
Optiplex 755	7YK9691
Optiplex 755	DQXCLN1
Optiplex 755	2V958G1
HP Z420 Tower	2UA3100P28
HP Z420 Tower	2UA3101778
HP Z420 Tower	2UA3101G85
Dell DHM	D6NG061
Lexmark Printer X652de	793HMYC
Epson Stylus Photo R1800	GJXE103910
HP Scanner FCLSD-0605	744A63B1
CISCO ASA 5505 Seris	JMX2021Y29W
(27) CISCO CATALYST 3560	
(2) CISCO CATALYST 3750	
(1) CISCO CATALYST 3400	
(2) CISCO CATALYST 2960G	
CISCO CATALYST 3500	
Sonicwall 3500	
Barracuda gateway 400	
(6) Apple Ipad	
(20) Cisco Ip Phone 7940	
(31) Dell Monitors	

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

ADOPTED, this 7th day of November 2022.

Michael H. Payment
Chairman, Board of Commissioners

Leeann Walton
Clerk to the Board

(Seal)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3605)

Agenda Item Title: Sole Source Resolution-Harn Hydronautics-Membrane Replacement, SOBWS

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Resolution authorizing Sole Source Purchase for membrane replacement at Southern Outer Banks Water System's reverse osmosis plant. Sole Source Purchase allows for consistency and compability with existing equipment.

Potential Budget Affect: Budgeted funds

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

Manager Recommendation:



COUNTY OF CURRITUCK

RESOLUTION AUTHORIZING THE PURCHASE OF HYDRANAUTICS MEMBRANE ELEMENTS FROM HARN R/O SYSTEMS, INC. THROUGH SOLE SOURCE PURCHASE PURSUANT TO N.C. GEN. STAT. §143-129(e)(6)

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

WHEREAS, proper functioning of the county's Southern Outer Banks R/O Water Treatment plant requires replacement membrane elements compatible with existing R/O trains; and

WHEREAS, Harn R/O Systems, Inc. is uniquely qualified to be the sole source providing this service. As Train 4's equipment manufacturer, Harn R/O Systems, Inc. is the only supplier that has the fabrication drawings and specifications on the original components that are necessary to provide the replacement components; and

WHEREAS, SOBWS Treatment plant needs replacement membrane elements and Harn R/O Systems, Inc. is the supplier of compatible membrane elements; and

WHEREAS, Harn R/O Systems, Inc. is supplying SOBWS Treatment Plant with two hundred and fifty-two (252) Hydranautics Model ESPA2-LD Membrane elements at a cost of \$132,650.00, plus sales tax of \$8,953.88, for a total cost of \$141,603.88; and

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

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$141,603.88 with Harn R/O Systems, Inc. for the sole source purchase of Hydranautics Model ESPA2-LD Membrane elements in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. §143-129(e)(6). Further, the County Manager is authorized to execute the agreement with Harn R/O Systems, Inc. for the acquisition apparatus, materials, and equipment acquisition described in this resolution and the proposed contract.

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

This the ____ day of _____ 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

(COUNTY SEAL)

Attachment: Sole Source Resolution for HARN RO Hydranautics (Sole Source Resolution-Harn RO Hydranautics-SOBWS)



HARN R/O SYSTEMS, INC. – 310 CENTER COURT - VENICE, FLORIDA 34285
(P) 941-488-9671 - (F) 941-488-9400

Southern Outer Banks Water	ATTN: CODY EDWARDS	10/24/2022
734 Ocean Trail	E-mail: cody.edwards@currituckcountync.gov	
Corolla, NC 27927	Re: Replacement Membrane Elements	

Harn R/O Systems is pleased to present the following proposal for the following:

Provide two hundred and fifty-two (252) Hydranautics Model ESPA2-LD membrane elements.

Subtotal.....\$132,650.00
Sales Tax (6.75%)\$8,953.88
Total\$141,603.88

Exceptions and Clarifications

1. Freight is included in the above price.
2. Sales tax is included as a separate line. If customer is tax exempt this line can be removed from the total.
3. Installation of the new membranes to be performed by the Owner. Harn R/O on-site field services for membrane installation or installation supervision can be priced separately if requested.
4. Each element will be furnished with an interconnector (with o-rings) and a brine seal.
5. New pressure vessel end adapters and head seals are not included in this proposal.
6. Owner is responsible for obtaining bacteriological clearance of the R/O train following membrane installation if required.
7. Lead-time to be confirmed at time of order. Estimated lead-time is 10 weeks.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

See above, taxes not included

Terms are Net 30 days

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature

NOTE: This proposal may be
Withdrawn by us if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature:

Date of Acceptance:

October 7, 2022

Currituck County – SOBWS WTP
Attn: Cody Edwards - Superintendent
734 Ocean Trail
Corolla, NC 27927

RE: Replacement Membrane Elements for the R/O Water Treatment Plant

Mr. Edwards,

Harn R/O Systems Inc. provided a proposal dated 7-20-2022 for the supply of replacement membrane elements for the R/O trains at the SOBWS R/O Water Treatment Plant.

Harn is uniquely qualified to be the sole source for providing this service. Due to the specialized nature of membrane treatment, very few companies nationally are qualified to perform this type of work and none are as familiar with your R/O Plant as Harn is. As Train 4's equipment manufacturer we are the only supplier that would have the fabrication drawings and specifications on the original components that are necessary to provide the replacement components that we have quoted in this proposal. Many of our customers, mostly municipal, have had justification to sole-source our services for this specialized work.

We look forward to assisting you with this task and I am available to answer any questions you may have.

Sincerely,



Ronald J Castle II
Director

Attachment: Sole Source Letter-Harn-2022-10-7 (Sole Source Resolution-Harn RO Hydraulics-SOBWS)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3615)

Agenda Item Title: Job Reclassification-Social Worker Program Manager

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Reclassification of existing Social Work Supervisor III position to Social Work Program Manager

Potential Budget Affect: N/A

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

Manager Recommendation:



COUNTY OF CURRITUCK

Department of Social Services

Samantha A. Hurd, Director
153 Courthouse Road, Suite 400
Currituck, NC 27909
252-232-6040
FAX: 252-232-2167

BOARD MEMBERS
David Doll, Chair
Dorothy Johnson, Vice-Chair
Donald Ray Etheridge Jr.
Mary Etheridge

MEMORANDUM

To: Ike McRee, County Manager

From: Samantha A. Hurd, Social Services Director

Date: October 13, 2022

Re: DSS Social Work Program Manager Reclassification Request

The purpose of this memorandum is to request approval to reclassify a DSS managerial position. As you are aware the county has grown exponentially, and the work volume of the Department of Social Services has grown along with it. The social work units within the agency are tasked with managing multidimensional, highly complex cases which carry the risk of diversified liabilities. The day-to-day operations of the agency have expanded to a level that necessitates additional supervisory oversight of the social work programs.

For these reasons, I am requesting approval to reclassify an existing Social Work Supervisor III position to Social Work Program Manager. The Social Work Program Manager will serve as a critical position to provide routine oversight of the provision of services, supervision practices, quality assurance, and safeguard the county's compliance with policy, audits, and legal mandates. The position will assist the Social Services Director with reducing and mitigating the risk of liability to the agency. The position will report to the Social Services Director.

Below is an outline of the grade and salary for each position.

Existing title, grade & salary: Social Work Supervisor III; Grade 82/Step 3, \$62,687.20

Reclassify to: Social Work Program Manager; Grade 83/Step 3, \$64,254.38

Salary difference \$1,567.18

There are adequate funds within the existing DSS budget for FY 2023 to absorb this cost. The DSS budget currently has lapsed salary available and other lines within the budget could be allocated to salary, if necessary, by way of a budget amendment. Going forward, I am requesting permanent funding approval to reclassify this position beyond FY 2023. As you know DSS is subject to the State Human Resources Act and must comply with the Office of State Human Resources (OSHR). The Social Work Program Manager position was established with OSHR in 2016 but was temporarily funded by the county for one year only.

Neighboring county DSS agencies of similar size have this position in their organization. I have assessed this is a critical need for our agency. Thank you for your consideration.

Attachment: Reclass_Social Work Program Manager (Job Reclassification-Social Worker Manager)

I. PRIMARY PURPOSE OF THE POSITION:

This position is a high level executive position responsible for the supervision of Service Programs in the agency as well as providing supervision and management to the entire agency. This position works in conjunction with the Social Service Director to provide administrative services for the agency as well as the supervision of the Services Units. This position represents the Director in a variety of ways and acts as the person in charge in the Director's absence.

This position provides the overall supervision, administration, and program planning for the following Services Programs which include: Adoption, Foster Care for adults and children, Protective Services for adults and children, Daycare for adults and children, In-Home Services, Prevention Services, Work First Family Assistance, and Emergency Assistance Programs.

This position serves two primary purposes for the agency:

- As a designee of the Director in the day to day operations of the agency - 25%
- As the Program Administrator of the Services Units in the agency - 75%

This position reports directly to the Social Services Director and is second in command of the agency under the organizational chart. This position will work closely with the Director to manage the work flow and operations of the agency. This position will consult on a regular basis with the Director in the operations, policy development, and overall management of the agency as a whole. Such work will include: budget development and implementation, policy review and development, personnel administration, planning and directing of work flow, and representing the agency and the Director in a variety of capacities within the community and professional organizations.

This position will also devote a percentage of its time to the management and supervision of the Services Supervisors that supervise the following units: Child Welfare, Child Protective Services, Adult Services, Day Care, and Work First Employment. This position will have direct responsibility for overseeing the management of all work functions within these units, including work flow, programmatic review, administrative reports, personnel evaluations, needs assessments, quality assurance, and staff development. This position will work to ensure that all standards and policies of the respective programs are met on an ongoing basis.

This position will work the normal working hours of the agency, Monday through Friday from 8 a.m. to 5 p.m. There will be instances when this position will be working beyond the normal working schedule as this position may have commitments in the evening or weekends representing the agency and/or director. This position will also have a degree of travel as the position will attend numerous trainings and conferences both for the Services Units as well as for the general management of the agency.

II. SUPERVISORY AND MANAGERIAL POSITIONS:

This position will share its time between programmatic supervision and general agency management. This position will spend an estimated 75% of its time in the area of direct management and supervision of the Services Units, while 25% of its time will be spent on general administrative duties in the capacity of assistant to the director.

1. Supervision/Management of Services Unit

This position will be responsible for the direct supervision and management of the Services Supervisors and their respective units which involves the following:

Planning:

- a. Plans and coordinates the work of three separate units: Foster Care Services, Child Protective Services, Adult Services (child care subsidy and WFES are included in the Adult Services Unit.)
- b. Conducts and/or gathers data for study to determine the effectiveness of the operation of a particular unit or program by identifying goals, strategies for goal achievement, steps to neutralize barriers, etc.
- c. Develops and recommends plans for changing or implementing programs; i.e., Multiple Response System for Protective Services investigations. Evaluates changes needed to implement new policies and/or programs by studying client and workflow through the Social Work units.
- d. Plans and develops procedures with other Supervisors around implementation of programs that interface with the Income Maintenance Division; i.e., AFDC-EA, and CIP.

- e. Analyzes data and operations for impact on other units within the Division and potential impact on other programs and/or Divisions within the agency.
- f. Plans with Unit Supervisors for the ongoing effective operation of each individual unit and their interconnectedness for the division. Evaluate with individual unit supervisor unit needs.
- g. Plan with unit supervisors short- and long-term goals to meet ongoing and evolving client needs and caseload composition. Sets priorities for the Division, deciding with the Unit Supervisor which goals have the highest priority. The management team incorporates these goals when developing overall agency goals.
- h. Provides specific data to the Director for planning for client, unit, and Division needs. This includes periodic staffing calculations to support requests for additional staff, to determine if staff needs to be reassigned to equalize caseload responsibilities or to justify current assignments.
- i. Presents ideas and suggestions for improving overall Division operation to the Director. Recommend and implement suggestions to make improvements within the division.
- j. Participates as a member of the Agency Management Team (consisting of all agency supervisors and Director) . Meets with the Director regularly to inform Director of the status of the Social Work units.
- k. Provides clarification and interpretation of policy and procedures for subordinates and coordinates implementation for uniformity.
- l. Represents the Director and the Agency at local and state meetings and serves on boards and committees as assigned by the Director.

Organizing and Directing Work:

This position is responsible for organizing and directing the activities of the Social Work Units; however, this employee has limited involvement in the day-to-day operation of the units. Day-to-day unit supervision is the responsibility of the unit supervisors. This position is a liaison between this Division and other supervisors and higher levels of administration, and other agencies and community groups.

This position plans the organization of the staff and unit assignments. Caseload size and composition are monitored to ensure equitable distribution of work. As program changes occur, work and client flow is evaluated for needed adjustments. Staffing calculations are completed to determine the adequate number of staff needed to administer programs and ensure clients are served appropriately.

The unit supervisors provide documentation of case reviews they perform. The results of these are reviewed and utilized to identify training needs. This position will discuss training needs with the unit supervisor and determine the best source to provide the training.

This position investigates client complaints and community concerns. These investigations are face-to-face as well as phone interviews and are usually witnessed by the affected unit's supervisor. This position determines what action is appropriate and implements it or makes the recommendation to the Director when necessary.

Clients are also contacted to determine their satisfaction with services provided by the division or the impact a program or process is having. When possible, the client responses are used to implement improvements. This process is also utilized to determine the effectiveness of recently implemented changes.

This position also consults with program representatives to gather information needed to evaluate local programs as well as their effectiveness.

This position provides oral and written interpretation of policies and procedures to be followed by the staff.

This position provides substitute supervision in the absence of unit supervisors.

Financial Management:

Caseload changes are monitored for trends of increases or decreases that would affect the funding sources accessed. This position consults with the Director and Administrative Officer to project funding sources to be utilized by staff in the upcoming or ongoing budget year. This includes monitoring the percent of time employees spend providing services within the different Social Work programs.

This position is responsible for making recommendations to the Director regarding the need for staff, special equipment and supplies, workspace, and all other materials required to administer the Social Work Divisions.

Budget requests, after approval by the Director, are computed by the Administrative Officer. When funds are made available, this position directs and oversees the usage of staff, equipment, materials, etc. to ensure that operations are in accordance with agency plans and budget specifications. The travel and training budget utilized by this position is maintained by this position and is also used to provide training for the Administrative Support staff in the Services Units.

The administrative support staff supervised by this staff will be responsible for the 5094's and 5095's which directly request the reimbursement for services provided within the division.

Review:

This position has the responsibility for monitoring the work for conformance with the goals and mission of the agency by:

- a. Developing monitoring tools (monthly and/or quarterly reports) which provide an overview of the division's performance;
- b. Monitoring individual worker's samples of work to check for compliance with program requirements, agency policies and procedures, and state and federal laws;
- c. Reviewing monthly worker activity reports on assigned caseloads, day sheets, applications and redetermination reports, in-coming and out-going mail, unit and individual work plans, weekly schedules, and any other instrument designed for monitoring division operations;
- d. Analyzing data and information gathered which is used in program planning, development of organizational structure, procedures, determining how work time is used, and insuring compliance with all policies and procedures.
- e. Providing assistance to the unit supervisors in establishing monitoring tools and methods for implementing those tools;
- f. Helping unit supervisors interpret data gathered from monitoring and plan how to apply what is learned to improve worker performance, effectiveness of service delivery, training needs, use of resources, etc. This information is used for unit and division program development, goal setting, and staff development;
- g. Consulting with regional, state, and federal auditors who have monitored policies and procedures. As a result of this audit, the Social Work Program Manager will develop and/or implement a corrective action plan;
- h. Serving as the primary reference for all staff;
- i. Monitoring specific state generated reports;
- j. Conducting conferences with supervisors to discuss policy, workloads, problems, etc.

2. Administrative Management of the Agency

This position will also function in the capacity of a designee of the Director, providing management to the entire DSS agency in the absence of the Director.

Such functions under this section will include, but not be limited to:

- Management of lower level supervisors including developing work standards for the programs and planning/directing the goals, objectives, and work flow of the Services Unit and the Income Maintenance Unit in the absence of the Income Maintenance Supervisor.
- Evaluate all supervisors in the Services Units and provide feedback on their performance and programmatic effectiveness and quality of services as well as the hiring of management staff when vacancies exist
- Assist Supervisors with employee relation issues when needed
- Manage client relation issues that cannot be resolved at the supervisory level
- Assist the Director in setting agency goals and outcomes
- Assess agency needs and work with supervisors to conduct needs assessments and to help secure resources
- Assist the Director in the development and presentation of the agency budget
- Assist the Director in the fiscal management of the agency
- Represent the Director in assigned meetings and/or projects

- Represent the agency on statewide policy committees
- Will be the person in charge in the absence of the Director and will make all executive level decisions when the Director is unavailable, including decisions regarding authorization of expenditures, personnel, and programmatic decisions.
- Will manage agency strategic planning process
- Will work in conjunction with the Director to develop, implement, and monitor policies for the agencies, including employee relations, client services, and administrative. This position will make recommendations for policy to the Director for all aspects of DSS
- Carry out charges of DSS Board of Directors
- Any other duties as assigned by the Director

3. Personnel Responsibilities

Training:

The Social Work Program Administrator with the unit supervisor develops an in-service training plan for all staff assigned to the division and the provision and/or arranging for the training. The manager will assist in providing the training as needed. The administrator coaches and assists the Social Work Supervisors in the management of their units.

Areas for development and training are:

- a. Agency policies and procedures;
- b. Applicable laws, program policies, and procedures;
- c. Interviewing techniques;
- d. Availability and use of community resources;
- e. Agency services and the referring process;
- f. Personnel training for supervisors which would include training on interviewing job applicants, performance appraisals, and management techniques;
- g. Elements of supervision for supervisors: administrative, educational, and supportive;
- h. Implementation of new programs;
- i. Participation in training of new workers.

Counseling and Disciplining Employees:

This position provides counseling to unit supervisors to enable them to:

- a. Develop a positive attitude which is conducive to maximum job performance;
- b. Understand the process of the supervisee's development and manage the supervisee in a constructive, positive manner;
- c. Recognize the influence of personal, professional, agency and community values and its impact on job performance;
- d. Resolve value conflicts positively so that the clients are served and the agency purpose is fulfilled;
- e. Fully understand the issues of employment of staff and the process of corrective action and disciplinary action, in order that the rights and responsibilities of the employee and the agency are recognized and protected;
- f. Develop and use opportunities for expression and exchange of ideas in order to improve and strengthen service delivery through staff development and the planning and development of programs.

This position will conduct staff conferences with the unit supervisor to address employee performance issues. This position will keep the Director informed of the progression of employee deficiencies and improvements. This position will work with the unit supervisor to determine how to evaluate problem areas. When there is a need for disciplinary action, this position will initiate the investigation to gather documentary evidence to support the recommended action, inform the Director of the issue, recommend the action to be taken, and work with the personnel consultant to prepare the disciplinary action letter. This position will conduct disciplinary action with Unit Supervisors until the final step, written warning or dismissal, is reached. The recommendation for written warning or dismissal would be presented to the Agency Director and would require clearly defined and documented reasons for the recommendation.

This position must participate with the unit supervisor in the decision-making regarding disciplinary action for other employees in the unit and must be present for written warnings and dismissals.

This position is responsible for informing higher administration of discipline problems and the action planned or recommended.

Selection and Appraisal of Employees:

This position is responsible for initiating recruitment for new and/or vacant positions within the Social Work division. Applicants are pre-screened by the Social Work program manager to determine qualifying applicants and select an applicant pool. This position develops the structured interview, participates in the selection of employees in the Division by conducting individual employment interviews with the unit supervisor, reviewing applications, resumes, reference statements, criminal checks and ranking applicants. This position assumes the lead role in employment interviews of applicants for the position of unit supervisor. The Agency Director is kept informed of the progress being made in the selection process. This position with input from the unit supervisor, makes the final selection decision. Once a decision has been made, this position initiates the formal qualification process with the agency Personnel Officer. Once the formal qualification is received, the decision is presented to the agency Director prior to making the offer of employment. This position is responsible for making the job offer and negotiates the start date of the new employee. Once an offer has been made and accepted, this position initiates with the Personnel Office, a confirmation letter to the new employee and refusal letters to those not chosen.

This position evaluates Unit Supervisors, Administrative Support. This position holds regular conferences and prepares annual performance appraisals for these employees, reviews performance appraisals prepared by unit supervisors for their immediate staff and any discrepancies between appraisal content and previous review findings are identified. For newly employed staff, a written performance evaluation is completed quarterly until the end of the probationary period or termination of employment. The performance appraisal is used to measure the effectiveness of the employee's performance and helps identify areas that need improvement. They are used in helping identify training needs, need for reassignments of personnel and/or programs, potential supervisors and managers, promotions and demotions, etc.

Areas of performance reviewed and evaluated are:

- a. The skills and knowledge that the employee has which are required for job completion;
- b. The interest in and time spent improving the necessary skills and knowledge for the job;
- c. The quality of performance in regard to thoroughness, neatness, accuracy, effectiveness, consistency, and the appropriate use of policies, procedures, and ethical practice;
- d. The quantity in performance as reflected in the amount or volume, the speed, and the consistency of one's performance;
- e. The reliability or dependability of performance in completing assigned tasks within designated time frames, being on time for conferences, meetings, appointments, etc., and observing designated work hours and planning leave time so as not to interfere with job completion;
- f. The use of various work relationships within the agency (co-workers and supervisors) and out-side the agency;
- g. The initiative, flexibility, and attitude expressed through evidence of self-worth, enthusiasm for the job, and support for the work of the agency and the various administrative levels.

4. Employees Supervised:

Employees Supervised	20
Child Protective Services	One (1) Social Work Supervisor III Four (4) Investigative/Treatment SW Two (2) Social Worker III
Child Welfare Services	One (1) Social Work Supervisor III Three (3) Investigative/Treatment SW One (1) Social Worker III One (1) Social worker II Intake
Adult Services:	One (1) Social Work Supervisor III Two (2) Social Worker III Two (2) Social Worker II

Two (2) Community Social Services Assistant
And on-call staff consisting of all the above listed staff

This position is responsible for only one work shift; however, the agency has 24-hour coverage for crisis/emergency in Protective Services, Foster Care and Guardianship. Social Work Staff is "on-call" after hours, weekends and holidays on a rotating basis. Employee may provide consultation to staff.

Subordinate supervisors and administrative support have private offices. Employees in this division may conduct client interviews in the client's home and because of the nature of the work, Social Workers may spend 50% of their time in the community.

Represents Director at meetings, boards, committees and performs any other duties assigned by the Director.

When required, works managing shelters in the event of a natural disaster.

III. B. OTHER POSITION CHARACTERISTICS

1. Accuracy Required in Work: – This position requires a high degree of accuracy as it has the responsibility for the overall quality and timeliness of all services programs, including the Income Maintenance Section in the Income Maintenance Supervisor's absence. This position must be accurate in all reviews of work, programmatic services, planning, budgeting, and goal setting. This position relies on comprehensive understanding and goals of all DSS programs, and a high level of understanding of Services programs.
2. Consequence of Error: - This position is a top level executive position that balances a wide variety of programs. Key decision making skills are utilized in a daily basis in all aspects of this position. Failing to know, properly interpret, and implement prescribed rules and regulations can lead to great consequence as all programs are subject to key critical decisions.

Failing to properly execute a critical decision can result in, but not limited to:

- Improper service delivery
- Failing to meet prescribed programmatic timelines
- Public/Client relation issues
- Employee relation issues
- Penalties, Fines, and Sanctions
- Jeopardy of public safety of citizens being served
- Liability issues

3. Instructions Provided to Employee: - This position will work under the guidelines and regulations set forth by each respective service in Currituck DSS. This position must adhere to prescribed rules, regulations, and policies at all times. This position will function independently in all aspects of the job, including both in the direct supervision of the Services Unit and in the duties as Assistant Director. This position will report directly to the Agency Director who will provide daily and weekly assignments.
4. Guides, Regulations, Policies and References Used by Employee: - This position will be versed in all basic policies and guidelines of all services under DSS. This position should be most knowledgeable of general administrative rules and policies as well as rules and policies governing programs under the Services Unit.
5. Supervision Received by Employee: - This position reports directly to the Agency Director. This position is considered the second in charge of the agency and has supervision responsibility over all staff and supervisors.
6. Variety and Purpose of Personal Contacts: - This position will encounter a wide variety of personal contacts. As a supervisor of Service Programs, this position will network community wide with resources to identify needs and services to assist DSS in the mission and purpose of the Services Unit. This position will serve on various boards and teams that address community issues impacting Service functions. This position may also work at times with families and clients in an administrative role as dictated by services and may engage in client relation issues.

In the capacity of a Designee of the Director, this position will engage in many personal contacts. Such contacts may include but are not limited to:

- Working closely with the Board of Social Services
- Local Board of County Commissioners
- Local Department Heads and County Manager
- Statewide leaders and State Division of Social Service employees
- Other Local County DSS Workers as involved in networking, training, and policy development
- Local Boards and Commissions as appointed by the Agency Director

This position will represent the agency at various community events and in speaking engagements.

7. **Physical Effort:** - This position will be in the community on a regular, ongoing basis, so travel to and from meetings and events will occur. Also, travel outside the county on a routine basis will occur as this position will attend both trainings, conferences, and policy committees. During natural disasters, this position may encounter increased physical efforts and extended work hours. Lifting of files and office equipment may occur on a routine basis.
8. **Work Environment and Conditions:** - This position is housed in the Currituck County Department of Social Services located at 2793 Caratoke Highway, Currituck, N.C. This position will have a private office for conducting daily duties and responsibilities. This position will have a great deal of variety of conditions, including public contact, personnel administration, and general management of the agency. This position will be mobile within the agency as it balances a wide variety of functions.
9. **Machines, Tool, Instruments, Equipment and Materials Used:** - This position will utilize a personal computer for many of the management activities, including programmatic review, record management, and tools for management functions (such as Microsoft Word and Excel). This position will also utilize basic office equipment such as telephone, fax machine, copiers, and calculators.
10. **Visual Attention, Mental Concentration and Manipulative Skills:** - As this position deals with executive level decision making and detail, a high level of mental concentration and visual attention is needed at all times. Deductive thought process is critical to analyze data and information to make the best, most informed decisions, and the concentration level is extremely high for this process. This position must be familiar & aware of the community, its culture, its values, and its resources to make informed decisions.
11. **Safety for Others:** - This position will manage all Services programs which includes Protective Services that provide protection for vulnerable citizens from abuse and neglect. Great care and concentration must be utilized to assist in critical decisions regarding services in this area. As a manager of the agency, this position must also protect citizens and employees of the agency and identify any safety issues found for resolution.
12. **Dynamics of Work:** - This position will balance a great deal of responsibility and will require multi-tasking on an ongoing basis. As both a supervisor of direct services and as a designee of the Director, this position will be involved in many projects and duties at many levels. A great deal of organization and planning will be involved with this position to balance such diverse demands.

Program and policy changes impact the client population as well as staffing patterns, budgeting and workloads. Social changes, fluctuation of the economy, an influx of migrant population, computerization of work all have direct impact on staffing and the need to analyze organization and program needs.

IV. KNOWLEDGE, SKILLS AND ABILITIES AND TRAINING & EXPERIENCE REQUIREMENTS:

1. Knowledge, Skills and Abilities

This position requires a thorough knowledge of Social Work principles, techniques, and practices and their actual application to complex casework and community problems. Considerable knowledge of a wide range of behavioral and psychosocial problems, especially those effecting children, families, elderly, and the disabled, is a must. Considerable knowledge of family dynamics, gerontology, and community issues is critical.

This position requires knowledge of general management practices and functions, including personnel administration, supervision skills, goal establishment, goal implementation, general workflow processes, and leadership principles. This position requires general knowledge of the goals, mission, function, and outcomes of a Social Service agency and all it

programs. This position requires general knowledge on how to manage personnel in both service delivery positions and lower level supervisory positions.

This position requires a great number of skills and abilities, including but not limited to:

- a. Thorough knowledge of methods and principles of casework supervision and training.
- b. Thorough knowledge of social work principles, techniques, and practices and their application to specific casework and community problems.
- c. Considerable knowledge of social and economic factors in the community and local agencies and resources.
- d. Considerable knowledge of the laws, regulations and policies governing social services programs.
- e. Considerable knowledge of the principles and techniques of public administration, including personnel administration, budgeting, and office management.
- f. Skill in directing a staff of social workers and supervisors and related professionals/para-professionals and students engaged in a variety of services and the ability to effectively measure outcomes, and lead staff to directed goals and missions.
- g. Considerable knowledge of state and local personnel policy regarding leave, grievances, discipline and work hours.
- h. Ability to establish and maintain effective working relationships with superiors, associates, clients, subordinates and social, medical, legal, civic and religious organizations and communicate vision and mission of DSS
- i. Ability to communicate in writing and process reports timely and accurately.
- j. Ability to effectively review work, provide feedback, conduct evaluations, and implement changes needed to resolve staff issues.
- k. Ability to strategically plan at all levels.

2. Minimum Training and Experience

Minimum Training and Experience Requirements - Master's degree from an accredited school of social work and three years of social work or counseling experience, two of which was in a supervisory capacity; or a bachelor's degree from an accredited school of social work and four years of social work or counseling experience, two of which were in a supervisory capacity; or a master's degree in a counseling field and four years of social work or counseling experience, two of which were in a supervisory capacity; or a four-year degree in a human services field or related curriculum including at least 15 semester hours in courses related to social work or counseling and five years of social work or counseling experience, two of which were in a supervisory capacity; or graduation from a four-year college or university and six years of experience in rehabilitation counseling, pastoral counseling, or a related human services field providing experience in techniques of casework, group work, or community organization, two of which were in a supervisory capacity; or an equivalent combination of training and experience.

3. License or Certification Required by Statute or Regulation:

1. Valid North Carolina driver's license is required.
2. North Carolina automobile liability insurance is required.



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3585)

Agenda Item Title: Tax Department-2022 Order of Collections

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

2022 Order of Tax Collections: NCGS 105-321 requires that the Board of Commissioners issue an Order of Collections to the Tax Collector when the tax receipts have been delivered. The Order shall be recorded in the minutes and a copy delivered to the Tax Collector. The Order constitutes the collector's authority to collect taxes and to exercise the various powers incident to the collection process.

Potential Budget Affect: N/A

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

Manager Recommendation:



COUNTY OF CURRITUCK

Tax Department
P.O. Box 9
Currituck, North Carolina 27929

Tracy Sample, Tax Administrator
(252) 232-3005
(252) 232-2109
(252) 232-3568 (FAX)

Memorandum

TO: Currituck County Board of Commissioners

CC: Sandra Hill, Finance Director

From: Tracy Sample, Tax Administrator

Date: October 13, 2022

RE: Order of Collections
2022 Tax Levy & Prior Year Taxes to be Charged to the Tax Collector

2022 REAL & PERSONAL PROPERTY TAX LEVY*	\$	46,107,960.71
PRIOR YEARS TAXES**	\$	<u>415,552.59</u>
TOTAL TAXES	\$	46,523,513.30

*The Current Year levy includes all penalties, solid waste fees, nuisance fees, septic tank inspection fees, special district and animal taxes; does not include taxes levied on registered motor vehicles which are collected by DMV, nor tax discoveries, adjustments, releases, and deferred taxes. These are reported to the Finance Director as required throughout the year.

** Prior Year Taxes as of **October 13, 2022**

Attachment: 2022 Order of Collections_memo (2022 Order of Tax Collections)



STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

ORDER OF COLLECTIONS

TO THE TAX COLLECTOR OF THE COUNTY OF CURRITUCK:

You are hereby authorized, empowered, and commanded to collect the taxes due, for the current year and the nine prior years, set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Currituck, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____,
20_____.

_____(SEAL)
Chairman, Board of Commissioners of
Currituck County

ATTEST:

Clerk to the Board of Commissioners of
Currituck County

(G.S. 105-321)

Attachment: 2022 Order of Collections (2022 Order of Tax Collections)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3586)

Agenda Item Title: Currituck Community Park Athletic Complex Pre-Season Practice Policy

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Revisions to practice policy for Maple Athletic Complex, submitted by consideration by Parks and Recreation.

Potential Budget Affect: N/A

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

Manager Recommendation:

Phone (252) 232-3007
Fax (252) 453-0124

Jason S. Weeks
Director

Parks & Recreation Department
153 Courthouse Road, Suite 306
Currituck, North Carolina 27929

Currituck Community Park Athletic Complex Pre-Season Practice Policy

Currituck County Parks and Recreation will schedule pre-season practices for county sponsored soccer, baseball, and softball leagues at the Currituck Community Park Athletic Complex from the time teams are formed until season game play begins.

League teams will be provided equal opportunity to hold pre-season practice at the complex. Teams must practice at designated times on fields at the times assigned by Parks and Recreation.

When season game play begins at the complex all practices will be scheduled at other facilities. All-Star team practices will be the only exception to scheduled practices beyond the start date of each season.



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3614)

Agenda Item Title: T-Mobile Northeast LLC License Agreement for Tulls Creek Water Tower

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Agreement to allow installation of comms equipment on Tulls Creek Water Tower.

Potential Budget Affect: N/A

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

Manager Recommendation:

LICENSE AGREEMENT FOR PLACEMENT
OF RADIO COMMUNICATION EQUIPMENT UPON
CURRITUCK COUNTY-OWNED TOWERS

THIS AGREEMENT made and entered into this the ____ day of _____, 2022 by and between the County of Currituck, 153 Courthouse Road, Currituck, NC 27929, a body corporate and politic existing under the laws of the State of North Carolina, (the “Licensor”), and T-Mobile Northeast LLC, a Delaware Limited Liability Company (the “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensor owns the property described as the premises below; and

WHEREAS, Licensee desires to erect, install, maintain, and operate the radio communication equipment described in Exhibit B, attached hereto, and incorporated herein by reference as if fully set out, upon the tower located on the premises; and

WHEREAS, Licensor has agreed to grant unto Licensee a non-exclusive license to install, maintain and operate radio communication equipment upon the premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. **Premises:** The premises shall be a portion of the water tower space (hereinafter referred to as Tower) described in Exhibit “A” located at 2519 Tulls Creek Road, Moyock, County of Currituck, North Carolina, as shown on the Tax Map of the County of Currituck as Parcel No. 0050000124B0000 and being further described on that certain survey entitled “Tank Site number 2, Property of County of Currituck, Crawford Township, Currituck County, North Carolina” prepared by Black and Veatch, Inc., Engineers on April 16, 1987. The Property and Right-of-Way owned by the Licensor are substantially described in Exhibit “A”, attached hereto, and made part hereof and are collectively referred to hereinafter as the “Premises”.

2. **Use:**

A. Subject to the terms and conditions hereof, Licensor grants to the Licensee the non-exclusive license to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit “B” attached hereto (hereinafter referred to as “Equipment”) upon the Tower located upon the premises described above. Licensee’s use of the premises shall be non-exclusive and shall not interfere with other uses located upon the premises. Licensee further acknowledges and agrees that the primary use of the premises is for a water tower and water facility for Licensor and that in no event shall Licensee’s use of the premises interfere with the primary use of the property or for any other purpose for which Licensor may use the premises or the tower located upon the premises, including the installation of communication equipment used on behalf of Licensor, its departments or agencies, or other government agencies, now or in the future.

B. The parties agree that should the Licensor determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the premises or with any other uses of the premises or tower for Licensor purposes or is otherwise inconsistent with the best interests of the Licensor, the Licensor shall notify Licensee and Licensee shall have ninety (90) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the Licensor, Licensor may terminate this Agreement, and Licensee must completely vacate the site by the expiration of one hundred and eighty (180) days from the date of notice of Licensor's determination. Licensee shall have no right to any cause of action for Licensor's termination of this Agreement under this provision.

C. If Licensee determines, in its sole judgment, that the operation of the tower by Licensor, or the use of the tower or the premises for Licensor purposes is creating interference with Licensee's use and operation of the facilities at the site, Licensee may terminate this agreement by giving Licensor ninety (90) days written notice. Upon giving of such notice, Licensee shall have ninety (90) days in which to remove all of its equipment and facilities from the premises.

D. Any ancillary ground structures are the responsibility of the Licensee and shall be described in Exhibit "C". The exact location of such improvements shall be approved in advance by Licensor and no construction shall begin until such approval has been given. Licensee agrees that any such structure will be built to accommodate one (1) licensee.

3. **Access to Premises:** During the term of this Agreement, Licensee shall be granted access to the premises for the purpose of installation, operation, repair, and maintenance of wires, cables, conduits, and pipes (the "Cabling Space"). This access will be twenty-four (24) hours a day, seven (7) days a week on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over and on the Tower Space. Should Licensee require a different access for any reasonable purpose, Licensee will do so only if authorized by the Licensor. Notwithstanding the foregoing, Licensee, shall, at no time, be inside the boundaries of the Licensor Water Department facility without the presence of an authorized member of the Licensor Water Department staff unless specifically approved in writing by the County Manager or the Director of the County Water Department.

4. **Term:** The initial term of this Agreement shall be for a period of five (5) years commencing upon the date hereof and terminating on the fifth (5th) anniversary from such date. Thereafter, the term of this Agreement shall automatically be renewed for four (4) additional five-year terms, unless Licensee shall, within sixty (60) days from the expiration of the given term, provide written notice to Licensor that it does not desire to renew this Agreement.

5. **Rent:** Licensee shall pay Licensor, as rent: The sum of annual rental of Twenty Four Thousand Dollars and NO/100 (\$24,000.00) to be paid in equal monthly installments. Commencing in the month following the date that Licensee commences construction, such rent shall be payable on or before the fifth (5th) day of each calendar month in advance to Licensor at the address specified below. The Agreement shall commence based upon the date Licensee commences installation of the equipment on the Premises. In the event the date Licensee commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date").

A. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be pro-rated as of the date of termination and in the event of termination for any reason other than non-payment of rent any prepaid rents shall be refunded to Licensee.

B. The rent for each renewal term shall be on each fifth (5th) anniversary of the Commencement Date and will be equal to one hundred fifteen percent (115%) of the total annual rental amount in effect for the prior year. Unless otherwise provided for herein, all other terms and conditions of this Agreement shall remain the same and shall be binding for each renewal term unless modified by written agreement of both parties.

6. Interference: In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by Licensor or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from Licensor, correct such interference. In the event that such interference is not corrected, within ninety (90) days, Licensor shall have the right to terminate as provided in paragraph 2 above. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression. In the event that any device installed on the site after the date hereof by another Licensee and not on behalf of Licensor, shall interfere with Licensee's transmission or reception, Licensor shall cause such interference to be eliminated as soon as reasonably possible at no cost to Licensee. In the event that such interference does not cease within a reasonable period, the parties acknowledge that Licensee shall have the right to terminate this Agreement.

7. Operation of Equipment: Licensee shall operate its equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the Federal Communications Commission (hereinafter referred to as the FCC) and the Federal Aviation Administration (hereinafter referred to as the FAA) prior to installation of its equipment or making any modifications or changes to its equipment, if any, Licensee shall comply with the following:

A. Licensee shall submit all plans to Licensor for approval; all improvements, equipment, antennas, and conduits shall be at Licensee's expense and their installation shall be at the discretion and option of Licensee. Prior to installing or allowing the initial equipment to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor with a copy to Eric Weatherly, Currituck County Engineer, for Licensor's written approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Licensee has not received a response from Licensor within fifteen (15) days after submission of the detailed engineering plans and specifications, such plans and specifications shall be deemed approved. Licensor's review of Licensee's plans may include a review of the appearance of the planned installation. Licensor's approval of any installation is not a representation that such installation of the equipment is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Property. Licensee will notify Licensor and Eric Weatherly, Currituck County Engineer, to arrange a mandatory pre-construction meeting at the Property. No work shall begin until after this pre-construction meeting.

Notwithstanding the foregoing, Licensee shall have right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, during the Term.

B. Prior to commencement of any work, Licensee shall obtain Licensors' written approval and the required approvals of all Federal, State, and local agencies. Licensee shall promptly deliver to Licensors, written proof of its compliance with all applicable Federal, State, and local laws, rules, and regulations in connection with any installation, changes or modifications of equipment.

C. All the installations, modifications or changes to Licensee's equipment shall conform to Licensors' design specifications and requirements, including weight and wind load requirements. Licensee will pay for a Structural Analysis by a qualified service provider for the initial equipment installation and for subsequent modifications or changes at the Licensors' discretion.

D. All of Licensee's equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency, and location. All cabling shall be identified in the same manner at the bottom and top of each transmission line. All cabling shall be installed in location and tower face approved by Licensors.

E. In all matters where the Licensors' approval is required and the Licensors should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of the Licensors or other existing Licensees exists, Licensors shall have the absolute right to withhold consent.

F. Licensee shall at its sole cost and expense obtain its own electrical power supply and other required utilities directly from the appropriate public utility company. Licensee hereby agrees that all power lines and utility lines installed by Licensee shall be located as directed by Licensors. All necessary easements are the sole responsibility of the Licensee.

G. In the event that a zoning variance, special use permit or some other governmental approval is required in connection with the installation of or any proposed modification to Licensee's equipment, Licensee shall be solely responsible for obtaining the appropriate approval.

8. Maintenance of Tower Facilities:

A. Licensors agrees to maintain the tower in a safe and proper working condition in accordance with all applicable rules and regulations of the FAA. All costs incurred in connection with lighting, painting, repairing, and maintaining the tower shall be the responsibility of Licensors. Licensors will provide Licensee with no less than thirty (30) days written notice prior to any non-emergency painting, repair, or other maintenance with respect to the tower. During any painting, repair, or other maintenance to the tower or during any other time in which Licensee is unable to operate its antenna facilities upon the premises, Licensee shall have the right to install a temporary tower "cell on wheels" (hereinafter referred to as COW) on the property, so long as such COW does not interfere with other uses of the premises. Licensors agrees to inspect and monitor any required tower lights and automatic alarm systems

that are required at such times that are necessary to insure proper operation in accordance with any regulatory requirements. In the event any top steady burning light or any flashing construction light, required to be upon the tower, ceases to function properly, Licensor shall notify Licensee and the nearest FAA flight service station and when such light is repaired, Licensor shall notify Licensee and the FAA flight service station. Notwithstanding the foregoing, Licensor shall have no responsibility for any lighting which is required as a result of the installation of equipment installed by Licensee. The responsibility for maintaining lighting upon Licensee's equipment or which is required to be installed as a result of the installation of Licensee's equipment shall be the responsibility of Licensee and Licensee agrees to indemnify and hold harmless Licensor from same and from any liability resulting from its failure to so maintain such lighting.

B. All trade fixtures and equipment installed by Licensee, if any, for its purposes, whether or not attached to the premises shall be the property of Licensee and will be removable at any time during the term of this Agreement or at the expiration or termination hereof. Licensor shall have no right or claim to any insurance proceeds payable on account of any damage or destruction to any of the property of Licensee.

C. Any easements or rights granted to Licensee, unless otherwise provided herein, shall continue for a period of ninety (90) days after the expiration or termination of this Agreement in order to provide Licensee with sufficient time to remove its property and equipment from Licensor's property.

9. Damage or Destruction to Site: In the event the Tower or any part thereof is damaged or destroyed by the elements or any cause, Licensor may elect to repair, rebuild, or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. Licensor shall also have the right to elect not to repair the Tower and upon such election, Licensor shall send to Licensee, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that Licensor fails to give Licensee notice of its intention to repair the Tower within such thirty (30) day period or in the event that Licensor has failed to repair the Tower within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice thereof to Licensor within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Licensor shall not be responsible or liable to Licensee for any loss, damage, or expense it may be occasioned by, through or in connection with any acts, omissions or other Licensees occupying the site or for any structural failure or power failure by the destruction or damage to the site.

10. Removal of Antenna Facilities Upon Termination: Following any termination or expiration of this Agreement, Licensee shall remove all of its antenna facilities and ancillary structures. In performing such removal, Licensee shall restore the premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the antenna facilities upon the premises, ordinary wear and tear accepted. If Licensee fails to remove such antenna facilities and ancillary structures within ninety (90) days after the expiration or termination of this Agreement, a \$100.00 per day penalty shall be imposed and Licensor may remove and dispose of the antenna facilities and ancillary structures. In the event Licensor is required to remove and dispose such antenna facilities and ancillary structures,

Licensee shall reimburse Licensor for the reasonable costs and expenses for such removal and restoration of the premises and such expenses such shall be in addition to the \$100.00 per day penalty set forth above. In addition, thereto, in such event, Licensor shall deem the antenna facilities abandoned and such antenna facilities and ancillary structures shall become the property of Licensor.

11. **Termination:** In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By Licensor in the event of a failure or refusal of Licensee to pay rent or other payment within ten business (10) days after written notice that such payment is due and has been mailed by Licensor to Licensee.

B. By either party upon the non-monetary default of any covenant, term or condition of this Agreement which is not cured within sixty (60) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement.

C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the antenna facility or Licensee's business.

D. By Licensee upon ninety (90) days written notice that the premises are or become unacceptable under Licensee's design or engineering specifications for its use of the antenna facilities.

E. Upon termination of this Agreement by Licensor pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of Licensor's responsibilities and liabilities to Licensee and Licensor's sole liability to Licensee for such termination shall be the return of any prepaid rental payments.

12. **Default:** In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the equipment or that portion of the site upon which the equipment is installed; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any State Statute, upon such default, Licensor shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense, and shall be entitled to recover from Licensee all rents due for the remainder of the term of this agreement. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or incur or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

13. **Taxes:** Licensee shall pay any portion of personal property attributable to the antenna facilities during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any increase in real estate taxes levied against the premises which is directly attributable to Licensee's use of the premises. Licensors agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

14. **Insurance:**

A. Licensee shall provide Commercial General Liability insurance in an aggregate amount of one million (\$1,000,000.00) per occurrence, and two million \$2,000,000 general aggregate, such policy to include coverage for bodily injury, including death, arising from any one occurrence and five-hundred thousand (\$500,000.00) for damage or destruction to property in any one occurrence, and such insurance shall include Licensors as an additional insured on the policy. Licensee may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy or liability insurance that Licensee may maintain.

B. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risk numerated in a standard "all risk" insurance policy, and, in the event of such insured loss, neither parties' insurance company shall have a subrogated claim against the other.

C. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined single limit of not less than one million (\$1,000,000.00) per occurrence.

D. Worker's Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000.00) of Employers Liability coverage.

15. **Hold Harmless:** Licensee shall be liable to Licensors for any damage to the tower or to any equipment located on the tower arising out of or in connection with Licensee's use or occupancy of the tower and premises.

16. **Notices:** All notices, demands or other communications hereunder shall be in writing and shall deemed given if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses:

If to Licensors: County Manager
County of Currituck
153 Courthouse Road, Suite 204
Currituck, NC 27941.

If to Licensee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: VA70843A

17. **Title and Quiet Enjoyment:** Licensor wants and has the full right, power, and authority to execute this Agreement and has good and other unencumbered fee simple title to the Tower free of any liens or mortgages and subject only to the rights of others who are currently using the Tower for communication equipment. Licensor further warrants that the Tower may be leased without the need for any subdivision or plotting approval. In the event a change in the zoning of the premises or other governmental regulation prevents or limits Licensee from using the premises for its intended purposes, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

18. **Title Insurance:** Licensee has the right to obtain a title report or commitment from a leasehold title policy from a title insurance company of its choice. If, in the opinion of Licensee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the Tower or Licensee's ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

19. **Surveys:** Licensee shall have the right to have the Tower surveyed and in the event that any defects are shown by the survey, which in the opinion of Licensee may adversely affect Licensee's use of the Tower or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

20. **Environmental Audit:** Licensee shall have the right to have any environmental audit performed and in the event that conditions exist which, in the opinion of Licensee, may adversely affect Licensee's use of the Tower or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

21. **Assignment:** Licensee may assign this Agreement or sublet the Tower, or a portion of the Tower, its communication facilities, or any improvements it has made to the Tower upon written notice to Licensor. Any such sub-lease that is entered into by Licensee shall be subject to the provisions of this Agreement and shall not release Licensee from its obligations hereunder. Licensee may, upon notice to Licensor, mortgage or grant a security interest in this Agreement and the antenna facilities and may assign this Agreement and the antenna facilities to any such mortgagee or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Licensor shall execute such consent to leasehold financing as may be reasonably required by Mortgagee so long as such consent does not result in any liens or encumbrances upon Licensor's property or otherwise impair Licensor's use of its property or subject its property to the obligations of Licensee.

22. **Successors and Assigns:** This Agreement shall run with the premises described in Exhibit A and shall be binding upon and inure to the benefit of the parties, their respective successors or personal represents and assigns.

23. **Waiver of Liens:** Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the antenna facilities or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portions of same from time to time in Licensee's sole discretion and without Licensor's consent.

24. **Mechanic's Liens:** Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the Tower or any part thereof by reason of work, labor,

services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within sixty (60) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.

25. **Entire Agreement:** All of the representations and obligations of the parties are contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be made in writing and executed by both parties.

26. **Governing Law:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions to enforce this Agreement shall be commenced in the general Court of Justice in Currituck County, North Carolina.

27. **Severability:** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

28. **Further Assurances:** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

29. **Non-Recourse:** Licensor's liability hereunder shall be limited to any insurance coverage that it may have and in no event shall Licensor, its affiliates or anyone associated therewith have any liability hereunder.

30. **Miscellaneous:**

A. Licensor, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the Tower. Such plans, if available, will include existing wireless communication carriers and their frequencies where applicable, if such information is available to Licensor.

B. The parties agree that the Tower, including the access, cable run, grounding and utility easements shall be shown on construction drawings prepared by a licensed engineer at Licensee's expense. Such construction drawings shall then replace Exhibit C and upon approval by Licensor, become a part hereof and shall control the description of the Tower.

C. Upon execution of this agreement and the installation operation of the equipment described herein, any temporary towers or COWs in use by licensee shall be removed from the premises.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY OF CURRITUCK

By: _____
Donald I. McRee, Jr.
County Manager

Date: _____

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

(SEAL)

LICENSEE:

T-MOBILE NORTHEAST LLC

By: _____

Its: _____

Date: _____

Attachment: Lease-Water Tank_20221024_Legal Approved For NLG Approval (T-Mobile License Agreement-Tulls Creek Water Tower)

PREMISES: Licensors hereby leases to Licensee a portion of that certain space (the “Tower Space”) on Licensors 's water tower, hereinafter referred to as the “Tower”, located at 2519 Tulls Creek Road (Parcel No. 0050000124B0000), Moyock, County of Currituck, Crawford Township, North Carolina, and more particularly described as follows:

“Beginning at an existing rod located in the southwestern corner of that property now or formerly owned by Wanda Stahel, said existing rod being located on the eastern margin of Tulls Creek Road (SR1222); from said point of beginning running thence north 80 02’ 00” east 100.00 feet to a set iron pipe, cornering; running thence south 20 12’ 11” east 100.00 feet to a set iron pipe, cornering; running thence south 80 02’ 00” west 100.00 feet to a set iron pipe located on the eastern margin of Tulls Creek Road, cornering; running thence north 20 12’ 11” west 100.00 feet to the point and place of beginning, being 0.226 acres as shown on that survey entitled “Tank Site number 2, Property of County of Currituck, Crawford Township, Currituck County, North Carolina” prepared by Black & Veatch, Inc., Engineers on April 16, 1987.”

in the Office of the Register of Deeds of Currituck County in Deed Book 229, Page 147 (the entirety of Licensors’ property is referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of Licensee's equipment building; together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Tulls Creek Road, to the Land Space; and together with any further rights of way (the “Further Rights of Way”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes.

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the Licensors hereby agrees to grant an additional right-of-way(s) either to the Licensee or to the public utility at no cost to the Licensee.

Licensors hereby grants permission to Licensee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

Licensee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

Licensee is authorized to install and maintain the following equipment for the VA70843A Tulls Creek Water Tank Site:

- 1) Nine (9) Panel Antennas (tower-mounted)
- 2) Six (6) Radio Units (tower-mounted)
- 3) Three (3) 2" Hybrid Cables (tower-mounted)
- 4) 20'x 10' Lease Area (ground space)

6.H.8.a







Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3604)

Agenda Item Title: Lease Agreement with State Employees Credit Union for an ATM to be Placed in the Judicial Center

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

SECU has agreed to install an ATM in the Judicial Center. There is no cost to the County, but the five-year term length of the agreement requires approval by the Board of Commissioners.

Potential Budget Affect: N/A

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

Manager Recommendation:

4223

North Carolina

Currituck County

LEASE AGREEMENT

This lease agreement, made and entered into this 23rd day of, August 2022 by and between, Currituck County, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

WITNESSETH:

That subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 2795 Caratoke Hwy. Currituck, County of Currituck, State of North Carolina, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

- 1) The term of this Lease Agreement shall be for a period of five (5) years beginning on the FIRST day of Jan, 2023 and ending on the LAST day of December, 2028, unless extended or terminated under the other provisions of this Lease Agreement.
- 2) As rental for the Leased Premises, the Lessee shall receive free rent for the duration of the Lease as stated in Section 1.
- 3) Lessee shall use and occupy the premises for the purpose of constructing and operating a kiosk Automated Teller Machine (ATM), and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.
- 4) Lessor shall be responsible for the repair and/or maintenance of the parking lot area on or immediately surrounding the Leased Premises including but not limited to repairing any potholes, removing any debris, and performing all landscaping such as maintaining and trimming any shrubs and trees in close proximity of the ATM. In addition, Lessor shall ensure that reasonably adequate lighting, parking, and access are available for the Leased Premises at all times. Upon written notice from Lessee to Lessor requesting any repairs and/or maintenance described above on the Leased Premises, Lessor shall perform any requested repairs and/or maintenance within thirty (30) days. If Lessor fails to perform any requested repairs and/or maintenance within thirty (30) days, then Lessee has the option to provide a forty-five (45) day written notice of its intent to terminate this Lease Agreement (such 45-day window to include the 30-day repair and maintenance window). Except as otherwise agreed to in writing by both parties, Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the Leased Premises and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.
- 5) During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of

Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties.

- 6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.
- 7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the Leased Premises.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental payments shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services. Lessor shall reasonably cooperate with Lessee's efforts in furtherance of this provision, including, but not limited to, promptly responding to any requests for information or access by a utility provider.
- 11) Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees. Lessor shall defend, indemnify and hold harmless Lessee from and against any claims, damages, or expenses (including reasonable attorney's fees) where such claims, damages, or expenses result from the negligence or misconduct by Lessor, its agents, employees or invitees.
- 12) At the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.

- 13) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 14) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

Currituck County
 Attn: County Manager
 153 Courthouse Road, Suite 204
 Currituck, NC 27929

and to Lessee at:

State Employees' Credit Union
 Attn: SVP, Facilities Services
 PO Box 26807
 Raleigh, NC 27611

- 15) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.
- 16) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In addition, this Lease Agreement may be assigned by Lessee, without further consent or approval required, to a third party that is regularly in the business of operating ATMs.
- 17) This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.
- 18) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.
- 19) Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strikes or other labor problems, fire, flood, civil unrest, pandemics, acts of terror, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Lessor:
Currituck County

By: _____
Name: _____
Title: _____

North Carolina:
_____ County:

This is the ____ day of _____, 2021, before me, _____, a Notary Public, personally came _____, who, being duly sworn, says that she/he is a duly authorized officer of the foregoing entity and that the foregoing was signed and sealed by her/him on behalf of the said entity by its authority duly given, and acknowledged the said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this ____ day of _____, 2021.

Notary Public

My Commission Expires:

Exhibit A

ATM Description: An Opteva 522 Interior ATM Unit, located In the main hallway outside of the court rooms.



Lessee:
State Employees' Credit Union

By: 
Jonathan Crane
SENIOR VICE-PRESIDENT,
FACILITES SERVICES

North Carolina:
Wake County:

This the 7th day of September, 2021, before me,
Albert G. Stell a Notary Public, personally came Jonathan Crane, who, being
duly sworn, says that he is Senior Vice-President, Facilities Services of State Employees' Credit
Union and the said writing was signed and sealed by her on behalf of the said credit union by its
authority duly given and the Senior Vice-President, Facilities Services acknowledged the said
writing to be the act and deed of said credit union.

Witness my hand and notarial seal, this the 7th day of September, 2021.


Notary Public

My Commission Expires:

11/19/24



Attachment: Lease Agreement-SECU ATM-Judicial Center (Lease Agreement-SECU ATM-Judicial Center)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3613)

Agenda Item Title: Consideration for Approval of Mutual Aid Agreement with Department of the Navy for the Provision of Firefighting Assistance

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Mutual Aid Agreement with Department of the Navy to provide fire assistance to Currituck County.

Potential Budget Affect: N/A

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

Manager Recommendation:

MUTUAL AID AGREEMENT
BETWEEN

DEPARTMENT OF THE NAVY
COMMANDER, NAVY REGION MID-ATLANTIC
OPERATIONS AND PUBLIC SAFETY
1510 GILBERT STREET
NORFOLK, VA 23511

AND

COUNTY OF CURRITUCK, NORTH CAROLINA
153 COURTHOUSE ROAD, CURRITUCK, NC 27929

OPERATING AGREEMENT FOR THE PROVISION of FIREFIGHTING ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this ____ day of _____, 2022 by and between Commander, Navy Region Mid-Atlantic (hereinafter, "Navy"), and the County of Currituck, North Carolina, Department of Fire-EMS for firefighting assistance (hereinafter, "County of Currituck").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, the Parties hereto desire to prevent the loss of life and property by providing mutual emergency response capabilities that available in their respective jurisdictions, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to an emergency incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and Commander Navy Region Mid-Atlantic, to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments and other agencies and entities located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to prevent the loss of life and property within the civilian community and the Northwest Annex, and other outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events; and other emergencies within the scope of services provided by each department.
2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at an emergency scene, may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.
3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:
 - a. The senior officer on duty of the Party receiving a request for assistance shall take the following actions:
 - (1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - (2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.
 - b. The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
 - c. The Parties Agree to the use of each entities radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory.
 - a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

- b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and other emergency incident response needed within their own jurisdictions.
5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Independent of, and in addition to, any provisions of this Agreement, Navy Region Mid-Atlantic Northwest Annex is (are) authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.
3. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
4. This Agreement is entered into voluntarily by both Parties.
5. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.
6. The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

EXECUTION OF THIS AGREEMENT:

This Agreement shall become effective upon the date of the last signature to this Agreement below, and shall remain in full force and effect no more than six years from the effective date or until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from either Party desiring to terminate this Agreement. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. The County of Currituck, North Carolina through its governing body signing by and through its SIGNING OFFICIAL authorized to execute same by Governing Body action and the Department of Navy signing by and through the Regional Commander, for Commander Navy Region Mid-Atlantic duly authorized to execute same.

DONALD I. MCREE JR.
County Manager
Currituck County

Date _____

DEREK S. ADAMETZ
Captain, USN
Director, Operations and Public Safety

Date _____



**CURRITUCK COUNTY
NORTH CAROLINA**

October 17, 2022

Minutes – Regular Meeting of the Board of Commissioners

6:00 PM CALL TO ORDER

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

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

Chairman Payment called the meeting to order.

A) Invocation & Pledge of Allegiance

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

Chairman Payment reported that the meeting would not be live-streamed due to technical difficulties but was being transmitted via Facebook Live.

B) Ethics Awareness and Conflicts of Interest Statement

Commissioner Jarvis read the Ethics Awareness and Conflicts of Interest Statement. No conflicts were disclosed.

C) Approval of Agenda

Commissioner White moved to amend the agenda and canceled the Special Meeting of the Ocean Sands Water and Sewer District Board. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 6-0.

Approved agenda:

6:00 PM Call to Order

Communication: Minutes for October 17, 2022 (Approval Of Minutes-10-17-22, 1-29-16)

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

Public Comment

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

Commissioner's Report

County Manager's Report

County Attorney's Report

Administrative Reports

- A) State of North Carolina Legislative Update Presented by State Senator Bobby Hanig and State House Representative S. Paul O'Neal
- B) US Motto Action Committee Presentation-Rick Lanier

Public Hearings

- A) Public Hearing and Consideration of a Resolution and Order Closing a Portion of Simpson Road (SR 1280), Barco, Crawford Township

New Business

- A) Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article I of the Currituck County Code of Ordinances by Adding Section 9-11 Prohibiting the Burning of Materials on Construction Sites Located at the Beach
- B) Ordinance of the Currituck County Board of Commissioners Amending Section 10-104 of the Currituck County Code of Ordinances Prohibiting All Beach Fires
- C) An Ordinance of the Currituck County Board of Commissioners Amending Chapter 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 2-325 of the Currituck County Code of Ordinances (Animal Services & Control)
- D) Resolution of the Currituck County Board of Commissioners Supporting State Legislation that Addresses Dangerous and Unsafe Digging on the Beach

E) Consent Agenda

1. Budget Amendments
2. Project Ordinance-School Lottery Funds, CCHS Roof Coating-Phase II
3. Surplus Resolution-DSS Vehicle
4. Resolution Authorizing County Manager to Sign ABC Permits
5. Job Title and Descriptions Revisions-Travel & Tourism
6. Approval Of Minutes-October 3, 2022

AdjournSpecial Meeting-Tourism Development Authority

TDA Budget Amendments

Adjourn TDASpecial Meeting-Ocean Sands Water and Sewer District Board

OSWSD Budget Amendments

Adjourn OSWSD Board**OSWSD Board Special Meeting was cancelled.**

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

PUBLIC COMMENT

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

Chairman Payment opened the Public Comment period. There were no speakers and the Public Comment period was closed.

COMMISSIONER'S REPORT

Commissioner Jarvis participated in a roundtable discussion with educators and state legislators to talk about furthering vocational education in Currituck County and looks forward to continued conversation on this initiative. She attended an Historic Currituck Properties tour and thanked the Historic Preservation Commission and Currituck Chamber for organizing the event that was attended by hundreds of people. Homes in Shawboro and the Historic Courthouse area were toured. She recognized staff who organized the recent Fall Retreat Commissioners attended.

Commissioner White thanked County staff for and coordinating the first day of the Fall Retreat in Corolla for discussion of beach issues. Commissioners and several staff members also toured the beach to assess conditions following several weather events.

Chairman Payment thanked the Board for a productive Fall Retreat that will give them a good head start going into Spring. He encouraged citizens to volunteer for their local Fire Departments. Chairman Payment announced the absence of Commissioner Mary Etheridge.

Commissioner Beaumont discussed the number of citizens who attended the Fall Retreat in Corolla due to it being scheduled during Owners Week. He reported he visited with or presented to several communities during Owners Week to discuss Corolla issues. He attended successful events at the Moyock Volunteer Fire Department and the Crawford Volunteer Fire Department, and reported that many who attended the events were not from Currituck County. Commissioner Beaumont asked the County Attorney to review whether the Board of Commissioners has any responsibility, financial or otherwise, related to Currituck County Schools Superintendent residency requirements or litigation matters. Megan Morgan, County Attorney, confirmed any responsibility pertaining to school matters will lie with Currituck County Schools and the Board of Education. Commissioner Beaumont announced dates for Early Voting and the County's Bulls and BBQ event.

Commissioner McCord thanked County staff for coordinating the off-site Fall Retreat and spoke of the storm damage noted while on a tour of the beach. He reported on a successful Sheriff's Community Night and encouraged citizens to follow school websites for fall festivals and halloween events. Upcoming County events were announced, and he asked that First Responders be remembered over the holiday season.

Commissioner J. Owen Etheridge announced his attendance at recent events held in the County and also noted many who attended the Sheriffs Night Out, Moyock Volunteer Fire Department Community Day, and the Crawford Volunteer Fire Department Fundraiser lived outside of Currituck County. He thanked County staff for organizing the Fall Retreat and Commissioner White for the beach tour.

COUNTY MANAGER'S REPORT

County Manager, Ike McRee, explained the reason for the cancellation of the Special Meeting of the Ocean Sands Water and Sewer District (OSWSD) Board. The County is purchasing a building to house water clerks and support staff, but concerns raised by some citizens in Corolla prompted removal of an OSWSD budget amendment to fund a portion of the cost of the building. Mr. McRee said the district was created out of a settlement agreement with Coastland Corporation, and led to the County providing water and sewer service to the Ocean Sands subdivision. He explained the duties of the OSWSD Advisory Board, which makes recommendations to the District, but has no authority. Mr. McRee said initial funding will come from elsewhere so the real estate closing can move forward, and staff will look at the OSWSD to ensure the district is paying all of the costs for the system. He provided additional information to Commissioner Beaumont regarding his questions on schools, and explained the Board of Education has governmental immunity similar to the County, and the school system would pay up to the amount of insurance available to cover the issue.

COUNTY ATTORNEY'S REPORT

No report.

ADMINISTRATIVE REPORTS

A. State of North Carolina Legislative Update Presented by State Senator Bobby Hanig and State House Representative S. Paul O'Neal

Chairman Payment introduced North Carolina state Senator Bobby Hanig and North Carolina House Representative S. Paul O'Neal, who attended to present a legislative update to Commissioners and report on legislation taken up by the North Carolina General Assembly.

Both Senator Hanig and Representative O'Neal discussed their role in providing constituent services, and recognized the work of Commissioners and challenges they are facing in the County. Senator Hanig presented state budget highlights that included funding for schools, broadband, transportation and water and sewer infrastructure. He said North Carolina is in excellent financial shape because of the sound decisions made by the legislature, and reported North Carolina has the number one economy in the United States.

Representative O'Neal addressed the Board and recalled his appointment to fill the House vacancy left by Senator Hanig. He discussed several issues important to Currituck County that will be addressed when the legislature meets in January. He said he is honored and grateful for the time he will have to serve.

Senator Hanig and Representative O'Neal provided contact information during presentation and responded to questions from Commissioners. Senator Hanig said the Mid-Currituck Bridge construction is still on track for a 2024 start, and he is confident the current lawsuit will be settled so the bridge can move forward. Board members acknowledged the work they do and thanked both for attending.

B. US Motto Action Committee Presentation-Rick Lanier

Commissioner J. Owen Etheridge introduced Rick Lanier, Co-founder and Field Director of the US Motto Action Committee, who presented information on his organization that encourages local governments in North Carolina to display the United States motto, "In God We Trust", at government facilities. Mr. Lanier provided a history of the motto's origins as a demonstration of patriotism and several photos were displayed that showed government buildings with the lettering installed. A sample mock up of locations in Currituck County were shown, and he said the lettering is provided free to the government body.

All Commissioners were not present and the Board chose to wait to adopt a Resolution. Commissioner Jarvis moved to have a Resolution prepared for consideration at the next meeting. Commissioner Beaumont seconded the motion. The motion carried, 6-0.

County Attorney, Megan Morgan, suggested the Resolution be specific as to the facilities and locations where lettering will be installed.

The meeting was recessed at 7:05 PM and reconvened at 7:15 PM.

Communication: Minutes for October 17, 2022 (Approval Of Minutes-10-17-22, 1-29-16)

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

PUBLIC HEARINGS

A. Public Hearing and Consideration of a Resolution and Order Closing a Portion of Simpson Road (SR 1280), Barco, Crawford Township

County Attorney, Megan Morgan, reviewed the request to close a portion of Simpson Road, Barco, adjacent to Frog Island Seafood to allow for expansion at the restaurant. Applicant and owner, Robert White, owns the property on both sides of the road, and the closure would not affect ingress or egress for any other property owner. Bill Brumsey, Attorney for Mr. White, addressed the Board and briefly reviewed the request for the closure. He said he was not aware of any objections related to the closure.

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

Commissioner McCord move for approval of the Resolution to close Simpson Road. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 6-0.

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE COUNTY OF CURRITUCK, NORTH CAROLINA CLOSING A PORTION OF SIMPSON ROAD IN CRAWFORD TOWNSHIP

WHEREAS, a preliminary resolution declaring the intent of the Board of Commissioners to close a portion of Simpson Road was adopted at a regular meeting of the Board of Commissioners for the County of Currituck on October 3, 2022 and a public hearing on the question was called for 6:00 P.M. on October 17, 2022 at the Historic Currituck Courthouse, Currituck, North Carolina for the purpose of hearing objections to the closing a portion of Simpson Road (SR 1280), Barco, Crawford Township; and

WHEREAS, notice of such public hearing has been published once a week for three successive weeks in The Daily Advance and The Coastland Times, a newspaper published and having a general circulation in Currituck County, North Carolina and at least two notices of the closing and the public hearing has been prominently posted along a portion of Simpson Road which is to be closed and

abandoned; and

WHEREAS, the public hearing was conducted at 6:00 P.M. on October 17, 2022 at the Historic Currituck Courthouse, Currituck, North Carolina and said public hearing was conducted for the purpose of hearing objections to closing a portion of Simpson Road at which time all parties and persons interested were given an opportunity to be heard; and

WHEREAS, the Board of Commissioners, after considering all matters has determined that the closing a portion of Simpson Road the will not be detrimental to the public interest or to any individual property rights and further the Board of Commissioners is satisfied that closing a portion of Simpson Road is not contrary to the public interest and that because the property served by the subject roads is owned by one corporation, there is no individual owning property that would thereby be deprived of reasonable means of ingress and egress to their property.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Currituck that a portion of Simpson Road is permanently closed and abandoned, and that the right, title and interest in a portion of Simpson Road is vested in the owners of the parcels of land adjoining the abandoned roadway which is more particularly described as follows:

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

See attached map listed as Exhibit A

BE IT FURTHER RESOLVED, that a copy of this Resolution be certified to the Register of Deeds of Currituck County and recorded in the Currituck County Registry.

This the 17th day of October 2022.

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

NEW BUSINESS

A. Ordinance of the Currituck County Board of Commissioners Amending Chapter 9, Article I of the Currituck County Code of Ordinances by Adding Section 9-11 Prohibiting the Burning of Materials on Construction Sites Located at the Beach

County Attorney, Megan Morgan, reviewed language included in a new Ordinance, requested by Commissioners, that would prohibit the burning of materials at construction sites located on the County's beach area. Ms. Morgan explained the Ordinance would require a second reading due to the criminal penalty provision established in the Ordinance.

Ms. Morgan responded to questions during review. She confirmed the language also pertains to lot clearing. Commissioner White moved for approval and Commissioner Jarvis seconded the motion. The motion carried, 6-0, and the Ordinance passed the first reading.

RESULT:	ORDINANCE PASSED FIRST READING [UNANIMOUS]Next: 11/7/2022 6:00 PM
MOVER:	Bob White, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner
ABSENT:	Mary "Kitty" Etheridge, Commissioner

B. Ordinance of the Currituck County Board of Commissioners Amending Section 10-104 of the Currituck County Code of Ordinances Prohibiting All Beach Fires

County Attorney, Megan Morgan, reviewed the Ordinance amendment which was requested by Commissioners based on discussion at their Fall Retreat on October 10, 2022. Language was added to prohibit all burning on the beach with the exception of fire fueled by

propane. A second reading would be necessary due to the penalty provision included in the Ordinance.

Commissioner White moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 6-0, and the Ordinance passed the first reading.

RESULT:	ORDINANCE PASSED FIRST READING [UNANIMOUS]Next: 11/7/2022 6:00 PM
MOVER:	Bob White, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner
ABSENT:	Mary "Kitty" Etheridge, Commissioner

C. An Ordinance of the Currituck County Board of Commissioners Amending Chapter 3, Sections 3-1(c), 3-2, 3-29(a), 3-63, 3-64, 3-67, 3-71(b), 3-72(a), 3-73, 3-78, 3-79(b)-(d), 3-84, 3-87, 3-201(c), 3-234, and 2-325 of the Currituck County Code of Ordinances (Animal Services & Control)

County Attorney, Megan Morgan, presented changes to the Ordinance that establishes laws pertaining to the safety and treatment of animals and clarifies the responsibility and authority of the Department of Animal Services and Control. Language modifications for each section of the Ordinance modified were reviewed and the criminal penalty assessment was explained. She said the revisions were discussed with Animal Services and Control staff and will ensure compliance with state regulations. She said a second reading would be needed because of the penalty provision in the Ordinance.

Commissioner Jarvis questioned the provision requiring cats to wear a rabies tag and collar. Commissioner Beaumont suggested the item be tabled to allow Commissioners more time for review. Members agreed to present any changes for consideration at a second reading of the Ordinance at the November 7, 2022, Commissioners meeting.

D. Resolution of the Currituck County Board of Commissioners Supporting State Legislation that Addresses Dangerous and Unsafe Digging on the Beach

County Manager, Ike McRee, reviewed the Resolution supporting action by the General Assembly that grants local governments greater authority to regulate excessive, dangerous, and unsafe digging on the County's beaches. Mr. McRee said Resolutions have been adopted by several other coastal communities, and Currituck County supports the effort to establish local legislation.

Commissioner White moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 6-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF LEGISLATION CONCERNING EXCESSIVE AND UNSAFE DIGGING OR PILING OF SAND ON THE OCEAN BEACH

WHEREAS, there is a notable increase in the number and size of holes and resulting dangerous conditions from excessive and unsafe digging and piling of sand from the holes on the ocean beach; and

WHEREAS, studies and experience show that large holes on a beach can collapse, trapping humans and marine life, resulting at times in serious injury or death and can cause damage to motor vehicles and equipment traversing the ocean beach; and

WHEREAS, the Currituck County Board of Commissioners has enacted an ordinance concerning excessive and unsafe digging or piling of sand on the ocean beach finding that excessive piling of sand or digging of holes in the sand of the county's ocean beaches affects the health, safety and welfare of the county's citizens and visitors by: (i) creating hazards for those traveling the ocean beaches during times of reduced visibility; (ii) unreasonably restricting the ability of emergency, lifesaving, public service and other motor vehicles to travel the ocean beach; (iii) creating hazards for endangered and protected species such as sea turtles which use the ocean beach at night; and (iv) creating the possibility of collapse of sand upon users of the ocean beach, particularly children; and

WHEREAS, although adopted under general authority of counties to enact ordinances to prohibit or abate acts or conditions detrimental to the health, safety or welfare of their citizens and peace and dignity of the counties, the enactment of state legislation clearly identifying authority to regulate the excessive and unsafe digging or piling of sand on the ocean beach and penalty for such acts would be beneficial to coastal towns and counties seeking to address the issue.

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

Section 1. Currituck County supports the enactment of state legislation that increases local government authority to address dangerous conditions caused by excessive and unsafe digging and piling of sand from the holes on the ocean beach.

Section 2. The Clerk to the Board of Commissioners shall forward a copy of this resolution to the county's legislative delegation and those coastal cities, towns and counties that have adopted resolutions requesting similar legislative authority.

ADOPTED the 17th day of October, 2022.

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

E) Consent Agenda

Commissioner Jarvis moved for approval of Consent Agenda. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 6-0.

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

1. Budget Amendments

20230025		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
43390-499900	Fund Balance Appropriated		\$ 345,000
43848-587061	T T - Mainland Water Operating Fund	\$ 345,000	
61390-495043	T F - Land Banking Fund		\$ 345,000
61390-495066	T F - Southern Outer Banks Water Fund		\$ 340,000
61390-499900	Retained Earnings Appropriated		\$ 340,000
61818-590000	Capital Outlay	\$ 1,025,000	
66360-470000	Utilities Charges		\$ 170,000
66360-471000	Tap & Connections Fees		\$ 20,000
66390-499900	Retained Earnings Appropriated		\$ 150,000
66868-587061	T T - Mainland Water Operating Fund	\$ 340,000	
		<u>\$ 1,710,000</u>	<u>\$ 1,710,000</u>
Explanation:	Land Banking (43848); Mainland Water (61818); Southern Outer Banks Water (66868) - Increase appropriations to purchase property at 2878 Caratoke Highway, Currituck, NC, closing costs and upgrades to make facility operational for additional office space.		
Net Budget Effect:	Land Banking Fund (43) - Increased by \$345,000. Mainland Water Fund (61) - Increased by \$1,025,000. Southern Outer Banks Water Fund (66) - Increased by \$340,000.		
20230026		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
61818-590000	Capital Outlay		\$ 8,000
61818-553000	Dues & Subscriptions	\$ 6,200	
61818-536000	Uniforms	\$ 1,800	
		<u>\$ 8,000</u>	<u>\$ 8,000</u>
Explanation:	Mainland Water (61818) - Transfer budgeted funds for cost increases for certifications for Mainland Water staff and increased costs of PPE uniforms.		
Net Budget Effect:	Mainland Water Fund (61) - No change.		

20230027			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
66868-536000	Uniforms	\$	500	
66868-526000	Advertising			\$ 500
		\$	500	\$ 500
Explanation: Southern Outer Banks Water (66868) - Transfer budgeted funds for cost increases for PPE uniforms for Southern Outer Banks Water staff.				
Net Budget Effect: Southern Outer Banks Water Fund (66) - No change.				
20230028			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
10430-514000	Travel			\$ 600
10430-516000	Maintenance & Repair	\$	600	
		\$	600	\$ 600
Explanation: Elections (10430) - Transfer budgeted funds to rekey the office doors in the Board of Elections office.				
Net Budget Effect: Operating Fund (10) - No change.				
20230029			Debit	Credit
			Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>			
10750-590000	Capital Outlay	\$	5,585	
10390-499900	Appropriated Fund Balance			\$ 5,585
		\$	5,585	\$ 5,585
Explanation: Social Services Administration (10750) - To carry-forward funds to replace HVAC in the DSS building.				
Net Budget Effect: Operating Fund (10) - Increased by \$5,585.				

20230030		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10530-536000	Uniforms	\$ 3,000	
10541-532000	Supplies	\$ 4,500	
10541-536000	Uniforms	\$ 200	
10541-590000	Capital Outlay		\$ 7,700
210541-532000	Supplies	\$ 4,500	
210541-536000	Uniforms	\$ 4,000	
210541-590000	Capital Outlay		\$ 8,500
220548-532015	Supplies	\$ 4,000	
220548-536015	Uniforms	\$ 5,000	
220548-590000	Capital Outlay		\$ 9,000
		\$ 25,200	\$ 25,200
Explanation:	Emergency Medical Services (10530); County Fire Services (10541); Corolla Fire Services (210541); Knotts Island Fire Services (220548) - Transfer budgeted funds to reclassify Personal Protective Equipment that did not meet the Capital Outlay threshold.		
Net Budget Effect:	Operating Fund (10) - No change. Corolla Fire Service District Fund (210) - No change Knotts Island Fire Service District Fund (220) - No change.		
20230031		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10510-590000	Capital Outlay	\$ 307,092	
10390-495015	T F - Occupancy Tax Fund		\$ 307,092
		\$ 307,092	\$ 307,092
Explanation:	Sheriff (10510) - Increase appropriations to replace four vehicles used for patrol on the Currituck Outer Banks.		
Net Budget Effect:	Operating Fund (10) - Increased by \$307,092.		

20230031		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
51848-595010	CCHS ROOF COATING PH II	\$ 300,000	
51380-425001	STATE LOTTERY PROCEEDS		\$ 300,000
		\$ 300,000	\$ 300,000
Explanation: School Capital Construction Fund (51848) - Increase appropriations to record CCHS Roof Replacement Phase II to be paid from the NC Lottery Maintenance and Repair Fund.			
Net Budget Effect: School Capital Construction Fund (51) - Increased by \$300,000.			

2. Project Ordinance-School Lottery Funds, CCHS Roof Coating-Phase II

COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is Currituck County High School roof coating - Phase II, sloped roof.

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

CCHS Roof Coating Phase II	\$ 300,000
	<u>\$ 300,000</u>

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

Lottery Funds - Maintenance & Repair Fund	\$ 300,000
	<u>\$ 300,000</u>

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

Communication: Minutes for October 17, 2022 (Approval Of Minutes-10-17-22, 1-29-16)

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

- a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 17th day of October 2022.

3. Surplus Resolution-DSS Vehicle

Communication: Minutes for October 17, 2022 (Approval Of Minutes-10-17-22, 1-29-16)

RESOLUTION		
<p>WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be sold at auction, negotiated sale or will be disposed of if not sellable.</p>		
County		
Asset Tag	Description	Serial Number
7349	2011 White Ford Fusion	3FAHP0HA2BR144945
<p>NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Currituck reserves the right to reject any and all bids.</p>		
<p>ADOPTED, this 17th day of October, 2022.</p>		

4. Resolution Authorizing County Manager to Sign ABC Permits

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS REGARDING THE DESIGNATION OF AN OFFICIAL TO MAKE RECOMMENDATIONS TO THE NORTH CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSION ON ABC PERMIT APPLICATIONS

WHEREAS, G.S. 18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

WHEREAS, the County of Currituck wishes to notify the NC ABC Commission of its designation as required by G.S. 18B-904(f).

BE IT THEREFORE RESOLVED that the Currituck County Manager, Donald I. McRee, Jr., is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the County of Currituck regarding the suitability of persons and locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED that notices to the County of Currituck should be mailed or delivered to the official designated above at the following address:

Currituck County Manager's Office
153 Courthouse Road Suite 204
Currituck, NC 27929
Ph: 252-232-2075 Ext. 4000

Adopted this 17th day of October, 2022.

5. Job Title and Descriptions Revisions-Travel & Tourism**6) Approval Of Minutes-October 3, 2022****1. Minutes for October 3, 2022****ADJOURN****Motion to Adjourn Meeting**

The Board had no further business. Commissioner White moved for adjournment. Commissioner McCord seconded the motion. The motion carried, 6-0, and the meeting of the Board of Commissioners adjourned at 7:47 PM.

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

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners sat as the Tourism Development Authority in a Special Meeting immediately after adjournment of the October 17, 2022, 6:00 PM Regular Meeting of the Board of Commissioners. The Special Meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering budget amendments.

Chairman Payment called the meeting to order at 7:47 PM.

TDA Budget Amendments

Commissioner White moved for approval of the budget amendments. Chairman Payment seconded the motion. The motion carried, 6-0.

TDA2023004		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
15447-587010	T T - Operating Fund	\$ 307,092	
15320-415000	Occupancy Tax		\$ 307,092
		\$ 307,092	\$ 307,092
Explanation:	Tourism Development Authority (15) - To transfer funds to the Sheriff's department to purchase replacement vehicles for beach patrol.		
Net Budget Effect:	Occupancy Tax Fund (15) - Increased by \$307,092.		

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

ADJOURN TDA

There was no further business and Commissioner White moved for adjournment. Commissioner McCord seconded the motion. The motion passed, 6-0, and the meeting of the Tourism Development Authority adjourned at 7:48 PM.

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

SPECIAL MEETING-OCEAN SANDS WATER AND SEWER DISTRICT BOARD

The agenda was amended and the Special Meeting of the Ocean Sands Water and Sewer District Board was cancelled.



CURRITUCK COUNTY NORTH CAROLINA

January 29, 2016

Minutes – Special Meeting of the Board of Commissioners

1:00 PM CALL TO ORDER

The Currituck County Board of Commissioners met at 1:00 PM in the Board meeting room of the Historic Courthouse for a special meeting. Chairman Griggs called the meeting to order.

Attendee Name	Title	Status	Arrived
David L. Griggs	Board Chairman	Present	
O. Vance Aydlett	Vice-Chairman	Present	
S. Paul O'Neal	Board Chairman	Present	
Paul M. Beaumont	Commissioner	Present	
Marion Gilbert	Commissioner	Present	
Mike D. Hall	Commissioner	Present	
Mike H. Payment	Commissioner	Present	

The purpose is to provide an opportunity for Commissioners to discuss and develop work plans and goals for the county during the coming year. Staff present included County Manager, Dan Scanlon, County Attorney, Ike McRee, Planning and Community Development Director, Ben Woody, and Assistant Planning Director, Laurie LoCicero.

Mr. Scanlon said the topics this year were planning driven and after a review of action requested at earlier retreats, announced that the majority of items had been brought to the Board for action. Commissioner Aydlett requested a report be presented at all retreat sessions going forward which would show the status of projects that had been discussed at prior meetings.

NEW BUSINESS

1. Land Use Planning Exercise

Mr. Woody began the Land Use exercise portion of the meeting and said Commissioner feedback would be presented to the Land Use Plan (LUP) Steering Committee to help identify goals to work toward in the development process. Laurie LoCicero, using a powerpoint presentation, reviewed statistical data and community survey results. She discussed high population growth projections in the County and where that growth was occurring. Ms. LoCicero presented demographic info related to age, housing, income and education, and statistics related to seasonal population increases. Concerns reported in survey results were reviewed and the Board participated in a visioning exercise to provide input as to how they want to see Currituck in the future. The Board also participated in a survey exercise to identify opportunities and challenges in the varying geographical areas in

Communication: Retreat Minutes-January 29, 2016 (Approval Of Minutes-10-17-22, 1-29-16)

Currituck County and a map exercise allowed Commissioners to develop their own Land Use maps for geographical areas of the County.

Commissioner O'Neal was excused from the meeting at 4:00 PM.

2. Utility Extension Policy

Ben Woody, Planning Director, reviewed the Utility Extension Policy with the Board. The policy requires utility connection for major subdivisions in service areas, or a deposit, bond or letter of credit in the amount of cost for future connection. Mr. Woody reviewed amendments over the years since the policy's original adoption, and showed slides denoting the locations of water line infrastructure in the County. He reviewed the calculations used to determine whether a subdivision must connect or provide a bond, and Commissioners discussed the risk of accepting bonds or letters of credit, citing bankruptcy or dissolution of an LLC or Corporation after a builder completes a subdivision. Expansion costs and expansion areas were presented, and Mr. Woody offered several, varied alternatives to the current policy for Board consideration. The Board reviewed scenarios and consequences for several of the alternatives, and fire flows were incorporated into the discussion.

3) Recess

Chairman Griggs recessed the meeting to reconvene at 8:30 AM Saturday, January 30, 2016.

NEW BUSINESS-SATURDAY, JANUARY 30, 2016

1. Utility Extension Policy

The Board of Commissioners reconvened at 8:30 AM Saturday, January 30, 2016, and continued the discussion on water line extension policy. Commissioners, after consideration of the policy options presented by Mr. Woody, omitted two of the options-one related to mandatory hookups for developers and another in which there was no builder guarantee required. Mr. Woody agreed to perform an analysis to develop a density/lot size correlation for zoning.

2. Parklands-Moyock and Mid-Currituck Bridge

Mr. Woody displayed a map of the Moyock area and noted several parcels where a park could be developed. He reviewed the existing and proposed development and growth patterns in the Moyock area, the connectivity of the various subdivisions on the east side of NC 168, and proposed the use of a 25 acre parcel for the creation of a passive park. Seven parcels were identified in all, some with water access, and possible amenities and park uses were reviewed. Mr. Scanlon discussed the possibility of partnering with the YMCA, who are willing to invest money to incorporate a facility for day camps, to include swimming pools, multi-purpose buildings and shelters. Questions were raised about what exclusivity the YMCA would require and whether park availability for residents would be limited during use for day camps.

Following discussion, Commissioner Beaumont moved that the County move forward with the twenty-five acre parcel for park development and further investigate a partnership with the YMCA. Commissioner O'Neal seconded the motion. The motion carried unanimously.

The Boat Ramp at Tulls Bay was discussed, and Commissioners asked staff to investigate acquisition of the property and to inquire whether Wildlife Resources Commission would partner with the County on a boat ramp at the location. Mr. Scanlon reported that a public bathroom facility was included as part of the approvals for construction of the Villas at Corolla Bay.

3. Signs

County Attorney, Ike McRee began the discussion by providing background on the legislative changes put into place regarding the regulation of signs. One regulation is that if a sign has to be read to determine whether it falls within local regulations, it has been deemed unconstitutional, and signs can no longer be regulated based on content. He reviewed what regulations are constitutional, such as size, location, lighting, changing message boards, number of signs, etc. He explained the legislative changes require localities to review their sign ordinances and make changes, and ways the county might regulate going forward.

Ben Woody reviewed the sign ordinance and noted the regulations that need to be changed, almost entirely content based, with some public safety considerations. Mr. Woody proposed amendment options for Board consideration, such as restricting locations and numbers, exempting signs relative to traffic or public safety, size limitations. He explained there could be "windows" of time for such things such as political or signs during the tourism season, but everyone will be able to utilize the time within the window. Zoning overlays were discussed, specific to differentiating between the Outer Banks and Mainland.

Ben asked the Board to provide some loose direction in an effort to help staff create a rewrite to be presented. He advised against a sign committee until staff develops a lawful ordinance, then solicit comments from the public. Mr. Woody said he could bring some alternatives to the Board by April 1, stressing that time is critical, as we will no longer enforce the unconstitutional portions of the current ordinance.

4. Use Permits & Motions

County Manager, Dan Scanlon, explained the responsibility of Board members to make proper motions when considering use permits, without regard to the testimony given by the applicant. He noted the applicant may state intentions, but if the consideration is not incorporated into the motion it is not enforceable. Mr. Scanlon asked if the Board wished to continue with use permits, and if so, stressed the importance of tightening up the motions to ensure the addition of any considerations.

Suggestions from Planning staff included a redesign of the staff report, voting each question separately as it pertains to preliminary staff findings, and putting a system in place as to where considerations can be written during testimony and incorporated into the motions.

Commissioners discussed whether the Planning Board should be considering use permit applications at all, as they do not bear the same responsibility legislatively as the

Board of Commissioners. Different ways of presenting to the Board, public hearing options, and inclusions to ensure proper motions were considered. Commissioners discussed other ways of utilizing the Planning Board, such as tasking members with Land Use planning.

Motion to remove Use Permits from consideration by Planning Board

Following discussion, Commissioner Beaumont moved to remove the Planning Board from reviewing use permits. Commissioner Gilbert seconded. The motion carried unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul M. Beaumont, Commissioner
SECONDER:	Marion Gilbert, Commissioner
AYES:	David L. Griggs, Board Chairman, O. Vance Aydlett, Vice-Chairman, S. Paul O'Neal, Board Chairman, Paul M. Beaumont, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Michael H. Payment, Commissioner

5. Historic Preservation Commission

Ben Woody, Planning Director, reviewed the request and discussion to consider creation of a formal Historic Preservation Committee in Currituck County. Mr. Woody reviewed the steps necessary for creation, described the nature of the committee and their authority to create policy, and the duties that have been established. He reviewed some of the positive impacts to the community and provided information related to the cost, membership, terms and limits, and required staff time.

The Board discussed the possibility of acquiring grant money, as well as the other benefits to the county and directed staff to move forward, with the goal of an Historic Preservation Committee being operational by July 1, 2016.

6. Large Residential Structures

Commissioners expressed interest in addressing life safety issues and establishing local legislation through the North Carolina General Assembly. Considerations included sprinklers, deck loads and stairway widths.

Commissioner Beaumont said the main issue is the use of a house which impacts the rights of neighboring properties, no matter the size of the home. Commissioner Aydlett said we are building homes too large to provide fire services with the infrastructure and resources available. Chairman Griggs suggests asking whether the use is consistent with a residential property, and if it is, address the use. Various scenarios were put forth regarding size of a home versus use, and where the problems are predicated from, which prompted a discussion about what is a residence, what is a business, and ordinance enforcement.

Ben Woody, Planning Director, reviewed current land use in the Corolla area and the

Board considered whether to establish ordinance restrictions in some areas. Size caps, proportionality, use and impacts were all considered with regard to residential development.

Commissioners decided on strengthening and enforcing existing county regulations related to noise, light, trash, traffic, parking and safety. They agreed compatibility issues and life safety should be looked at as well as the public demand for large home construction. Staff agreed to develop a work plan to address concerns with large residential structures.

7. Horse Tours

Ben Woody, Planning and Community Development Director, presented the current rules and regulations placed on tour operators, the intent of those regulations, and reviewed feedback from public meetings related to the operations. Input was received from residents, property owners and tour operators, and the Board reviewed the recommendations of the parties.

Commissioner Aydlett said the rules are not consistently followed and suggested looking at horse populations and their typical locations and setting two routes to be used on alternating days, with no tours on Sunday. He also suggested increasing the fees for permits and to use the funds to supplement the beach patrol, with a concentration on the area behind the dunes. The Board also suggested mandatory driver training, to include an online video with a questionnaire. Labeling to better identify vehicles was suggested, and staff was asked to investigate the intent of the ordinance pertaining to vehicle stops in the road right of ways. Commissioners agreed the 8 AM to 8 PM time limit behind the dune line will remain in force. Tours on property owned by the tour operator can be utilized daily, but they must follow the most direct route to the location. Additional considerations included the appeal process, speed limits, trespassing and payments of citations prior to license renewal. The Board agreed with suggestions presented.

8. Commercial on the Beach

County Manager, Dan Scanlon, suggested the Board look at commercial activity on the beach and consider what is currently being allowed and what direction the County wishes to go. He said commercial activity has gone beyond delivering umbrellas and chairs, and has moved to generators, bars, and blenders. He suggested the County may be losing the quality of the beach and Board members discussed many ways in which commercial activity was taking place and effects. Mr. Scanlon recommended the Board think about the issue, as it will be controversial and there is no limit as to what people will want to do on the beach going forward. Ben Woody, Planning Director, said allowing beach driving in the morning and evening did open the beach to more commercial activity. The Board asked Mr. Scanlon and staff to put together a work plan to address the issue.

9. Volunteer Fire Departments

Commissioner Payment began a discussion of future needs for volunteer fire departments. He said calls have increased and the County needs to consider funding for capital projects, improvements, personnel and apparatus. Commissioner Beaumont, as Commissioner on

the Fire and EMS Advisory Board, discussed line item budgeting to allow for bulk purchases for multiple departments. Mr. Scanlon said that could be done and suggested adding those duties to the new Training Officer. Commissioner Beaumont also discussed apparatus, and suggested being proactive in that regard due to future purchasing needs. Mr. Scanlon suggested tasking the Advisory Board with determining a level of service for fire response and what equipment is needed to meet that level of service.

ADJOURN

Motion to Adjourn Meeting

Discussion concluded and Commissioner Aydlett moved to adjourn. Commissioner Gilbert seconded the motion. The motion carried unanimously and the meeting was adjourned.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	O. Vance Aydlett, Vice-Chairman
SECONDER:	Marion Gilbert, Commissioner
AYES:	David L. Griggs, Board Chairman, O. Vance Aydlett, Vice-Chairman, S. Paul O'Neal, Board Chairman, Paul M. Beaumont, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Michael H. Payment, Commissioner



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3612)

Agenda Item Title: TDA Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Funds transfers for consideration by the TDA.

Potential Budget Affect: Please see amendments for net affects.

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

Manager Recommendation:

Number

TDA2023005

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
15447-587020	T T - Whalehead Drainage Distric	\$	154,540		
15320-415000	Occupancy Tax			\$	154,540
		<u>\$ 154,540</u>		<u>\$ 154,540</u>	

Explanation: Tourism Development Authority (15) - Increase appropriation to transfer funds to the Whalehead Watershed Drainage project for the betterment costs to upgrade the Bonito Street walkway from a 4 foot to an 8 foot walkway.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$154,540.

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Clerk to the Board

Attachment: BudAmends_Nov 7 TDA (TDA Budget Amendments)

Number

TDA2023006

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-532000	Supplies		\$ 7,500
15442-590000	Capital Outlay	\$ 7,500	
		<u>\$ 7,500</u>	<u>\$ 7,500</u>

Explanation: Tourism Development Authority - Promotions (15442) - Transfer funds to purchase computer equipment for the Photograpy Director in Tourism.

Net Budget Effect: Occupancy Tax Fund (15) - No change.

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Clerk to the Board

Attachment: BudAmends_Nov 7 TDA (TDA Budget Amendments)

Number

TDA2023007

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 7th day of November 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2023.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15447-587066	T T - SOBWS Construction	\$ 3,348,842	
15320-415000	Occupancy Tax		\$ 2,348,842
15390-499900	Appropriated Fund Balance		\$ 1,000,000
		<u>\$ 3,348,842</u>	<u>\$ 3,348,842</u>

Explanation: Tourism Development Authority - Promotions (15442) - Transfer funds to supplement funding for the SOBWS water plant expansion.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$3,348,842.

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Clerk to the Board

Attachment: BudAmends_Nov 7 TDA (TDA Budget Amendments)