



**BOARD OF COMMISSIONERS
AGENDA**

August 18, 2014

Table of Contents

Agenda	2
Ratification of Cell Tower Lease	
Cover Sheet	4
Public Hearing	6
Amendment	7
Lease Agreement	10
Resolution-Cellco	27
Peddler's Ordinance-Amendment	
Cover Sheet	29
Amendment-Peddler's Ordinance	30
Commissioner Approval for Nomination to Joint Nursing- Domicilliary Community Advisory Committee	
Joint Nursing Advisory Appointment Form	33
Nominee Application	34
Advisory Board Appointments: Library, Whalehead Trust, Land Transfer Tax Appeals, Tourism	
Library Board Appointment Form	35
Tourism Board Appointment Form	36
Land Transfer Tax Appeals	37
Whalehead Appointment Form	38
Approval of Minutes from August 4, 2014.	
August 4, 2014 Minutes	39
Budget Amendment	
Budget Amendment	58
Resolution Approving Piggyback Contract-Select Custom Apparatus, Inc. to Purchase 2 Ambulance Chassis and Accessories	
Cover Sheet-EMS	59
Resolution-EMS	61
ITS Surplus Resolution	
Cover Sheet	62
ITS Surplus Resolution 5/18/2014	63
Ocean Sands Water & Sewer District Board	
OSWSD Cover Sheet	64

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, August 18, 2014

Time: 7:00 PM

Work Session

6 PM Discussion on Reformation of Economic Development Board

7:00 pm Call to Order

- A) Invocation-Reverend Jeremai Byrd, Old Path Baptist Church
- B) Pledge of Allegiance-Reverend Jeremai Byrd, Old Path Baptist Church
- C) Approval of Agenda
- D) Public Comment

***Please limit comments to items not appearing on the regular agenda;
please limit comments to 3 minutes.***

Administrative Reports

- A) Bay Disposal to Discuss Trash Pickup Service in Corolla
- B) Terry Miles-Discussion Regarding Trapping of Foxes

Public Hearings

- A) Ratification of Cell Tower Lease

New Business

- A) Peddler's Ordinance-Amendment
- B) Board Appointments:
 - 1. Appointment of Commissioner to Fire and EMS Advisory Board
 - 2. Commissioner Approval for Nomination to Joint Nursing-Domicilliary Community Advisory Committee
 - 3. Advisory Board Appointments: Library, Whalehead Trust, Land Transfer Tax Appeals, Tourism

D) Consent Agenda:

1. Approval of Minutes from August 4, 2014.
2. Budget Amendment
3. Resolution Approving Piggyback Contract-Select Custom Apparatus, Inc. to Purchase 2 Ambulance Chassis and Accessories
4. ITS Surplus Resolution

E) Commissioner's Report

F) County Manager's Report

Special Meeting

Ocean Sands Water & Sewer District Board

Closed Session

Closed Session pursuant to G.S. 143-318.11(a)(5) to instruct the county staff on considering the position to be taken on or behalf of the county in negotiating the price and other material terms of a proposed contract for the acquisition of real property by exchange or purchase for real property located in Point Harbor, North Carolina, Tax Parcel Identification Number 013200000480000 owned by Toby Allen Hedgepeth Trustee for any public purpose.

Adjourn



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Public Hearing Concerning the Ratification of a Tower Lease Agreement Dated August 31, 2005 With Cellco Partnership, d/b/a Verizon Wireless, Amendment to Tower Lease Agreement Dated January 20, 2006 and Approval of Second Amendment to Tower Lease Agreement

Brief Description of Agenda Item

This is a public hearing to receive comments on the ratification of a lease agreement, and approval of an amendment to the lease agreement, with Cellco Partnership/Verizon Wireless for the location of cellular telephone antennae array and supporting equipment on and at the county's lattice tower located behind the Southern Outer Banks Water Treatment Plant, 743 Ocean Trail, Corolla. The lease term is from January 20, 2006 to January 19, 2031. Over the life of the lease the collective value of monies contributed by Cellco for construction of the lattice tower and lease payments will equal \$389,804.

Attached to this cover sheet is a copy of the Notice of Public Hearing published in the Coastland Times on August 7, 2014 and a resolution ratifying and approving the original lease agreement and amendment. The resolution further authorizes the County Manager and other county officers to execute the lease agreement amendment and other documents necessary to effectuate the terms and conditions of the lease.

Staff recommends approval as presented.

Board Action Requested

Action

Person Submitting Agenda Item

Ike McRee, County Attorney

Presenter of Agenda Item

Ike McRee, County Attorney

NOTICE OF PUBLIC HEARING

TAKE NOTICE that pursuant to N.C. General Statute Section 158-7.1, the Currituck County Board of Commissioners will hold a public hearing on August 18, 2014 at 7:00 p.m., or as soon thereafter as the matter can be reached, in the Commissioners Meeting Room of the Historic Currituck County Courthouse, 153 Courthouse Road, Currituck, North Carolina 27929 concerning the ratification of a Tower Lease Agreement dated August 31, 2005 with Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless and Amendment to Tower Lease Agreement and Non-Disturbance Agreement and Amendment to Lease dated January 20, 2006 and approval of a Second Amendment to Tower Lease Agreement. Under the lease and its amendment the county will lease space on the county's lattice tower located at 734 Ocean Trail, Corolla, NC and land area at the site for the location of antennae and associated equipment for cellular telephone communication for a period beginning January 20, 2006 and terminating on or about January 19, 2031 unless earlier terminated pursuant to terms of the lease. As consideration for the Cellco has contributed \$50,000 toward construction of a 250 foot lattice tower conveyed to the county and has to date paid the county \$87,027 in lease payments. Over the remaining term of the lease Cellco will pay to the county an additional \$252,777. The collective value of Cellco's contribution and lease payments for the interest conveyed by the county is \$389,804. The purpose for this transaction is to improve and secure cellular telephone communication on the Currituck Outer Banks and to further encourage the location of tourists, businesses and business travelers to the otherwise remote location within the county. In addition to holding the public hearing, the Board of Commissioners intends to ratify and approve the above described lease transaction.

This the 7th day of August, 2014.

Leanne Walton
Clerk to the Board of Commissioners

SECOND AMENDMENT TO TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER LEASE AGREEMENT (the "Second Amendment") is made and entered into this ____ day of _____ 201_, by and between **CURRITUCK COUNTY** ("Lessor") and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Tower Lease Agreement on January 20, 2006, as amended by that First Amendment to Tower Lease Agreement on March 6, 2012 (collectively, the "Agreement"), whereby Lessee leased from Lessor certain space on the Lessor's Tower located at 734 Ocean Trail, Corolla, Currituck County, North Carolina, and as further described in the Agreement (the "Premises");

WHEREAS, the Parties desire to amend the Agreement to modify Lessee's equipment;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit "B-1" of the Agreement is hereby replaced and superseded in its entirety by the attached Exhibit "B-2". In the event of any discrepancies between Exhibit "B-1 and Exhibit "B-2", Exhibit "B-2" shall control.
2. Lessee agrees that it will remove all unused mounts and coax lines on the Communications Tower.
3. The Agreement and Second Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Second Amendment.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment effective as of the day and year first above written.

LESSOR:

CURRITUCK COUNTY

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

WITNESS

By: _____
Name: David R. Heverling
Title: Area Vice President Network
Date: _____

EXHIBIT "B-2"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: (4) BXA-171063/12CF @ 195' A.G.L., Center of Radiation
(2) BXA-70063/8CF @ 195' A.G.L., Center of Radiation
(2) BXA-70080/8CF @ 195' A.G.L., Center of Radiation

DIPLEXERS: (4) RFS FD9R6004/1C-3L Diplexers

TMAS: (2) RFS ATMAWSD-1A20 TMAs

Diameter of Transmission Lines: Not to exceed 1 5/8"

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DOC#-TLA9-26-97

TOWER LEASE AGREEMENT

This Agreement, made this 20th day of January 2006 between **CURRITUCK COUNTY**, with its principal offices located at 145 Courthouse Road, Currituck, North Carolina 27929, Tax ID # 56-6000292 hereinafter designated LESSOR and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, LESSOR is the owner of certain real property located at **734 Ocean Trail, Currituck County, North Carolina**;

WHEREAS, LESSEE desires to lease a portion of the subject Property, as defined herein, to construct, maintain and operate a communications facility;

WHEREAS, LESSOR desires LESSEE to construct a communications tower ("Communications Tower") at a height of two hundred fifty (250') feet, which upon completion, will be owned and maintained by LESSOR, and a portion of which shall be leased to LESSEE;

WHEREAS, LESSOR deems it in the best interest of LESSOR to lease a portion of said Property to LESSEE, along with a portion of the Communications Tower; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. CONSTRUCTION OF COMMUNICATIONS TOWER.

a. Construction of Communications Tower. LESSEE, at its sole cost and expense, shall construct a Communications Tower on the Property owned by LESSOR. The Communications Tower shall be of sufficient structural capacity to accommodate LESSOR and LESSEE, as well as limited additional capacity for future uses, such additional limited capacity to be as determined by LESSEE.

b. Governmental Approvals. Prior to commencing construction of the Communications Tower, LESSEE shall obtain and submit to LESSOR copies of all certificates, permits, licenses, and other approvals that may be required by any federal,

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state or local authorities, including, without limitation, the Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA"), relating to LESSEE's construction of the Communications Tower (collectively the "Approvals"). LESSOR shall cooperate with LESSEE's reasonable business efforts to obtain Approvals.

c. Conveyance of Communications Tower. As used in this section, "Final Completion" shall occur when the local jurisdiction in which the Communications Tower is located has inspected the Communications Tower and has issued a final unconditioned certificate of occupancy or equivalent certification with respect to the Communications Tower. Upon Final Completion, LESSEE shall provide LESSOR with all certificates, permits, licenses or other approvals required by any federal, state or local authority to construct the Communications tower, and all other documents reasonably requested by LESSOR evidencing that the Communications Tower is free of all liens and encumbrances and that the Communications Tower complies with all applicable local, state and federal laws and regulations. Upon LESSOR's written acknowledgment of receipt of such documentation, LESSEE shall convey title to the Communications Tower to LESSOR by bill of sale "AS IS" and without any warranty or representation regarding the suitability of the Communications Tower for any particular purpose of use, and LESSEE shall assign to LESSOR all warranties provided by the tower manufacturer to the extent they are transferable by an assignment of warranties. LESSEE agrees and acknowledges the Communications Tower shall comply with all applicable local, state and federal laws and regulations upon transfer of title to LESSOR.

d. Payment of Costs. LESSEE shall pay all costs associated with the construction of the Communications Tower, including, without limitation: the cost of the Communications Tower; freight to the Property; foundation installation costs; tower erection costs; costs associated with the construction of a fence or other provisions for security; the reasonable cost of drawing telephone and electric services to the Communications Tower; tower grounding costs; the cost of building and other permits; the costs of erosion control and drainage; landscaping costs; the cost of environmental and geotechnical studies; the costs of all design and engineering plans and specifications and surveys; title examination and title commitment costs; zoning costs including without limitation, filing and application fees; recording costs; and costs incurred regarding FAA and FCC compliance, and any and all other required Federal regulatory filings.

2. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's Tower ("Tower"), located at 734 Ocean Trail, Corolla, Currituck County, State of North Carolina, as shown on the Tax Map of the County of Currituck as Tax Map Number 01160000060000, and being further described in Deed Book 439 at Page 50, as recorded in the Office of the Register of Deeds for Currituck County, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof together with the non-exclusive right

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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, Ocean Trail, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

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

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

3. **SURVEY.** LESSOR has granted to LESSEE the right to survey the Property and Premises, and said survey is attached hereto and incorporated herein as Exhibit "C", which shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

4. **TERM.** This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Ten Thousand Twenty and no/100ths Dollars (\$10,020.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. In consideration of LESSEE constructing the Communications Tower and providing a bill of sale to LESSOR to the Communications Tower, LESSEE shall receive a rent abatement (the "Rent Abatement Amount") to be applied against the rent for a term sufficient for LESSEE to recover its actual costs for and expense of constructing the Communications Tower, including all those costs as required to be paid by LESSEE set forth in Section 1(d) herein. The Rent Abatement Amount shall be determined by the Parties within thirty (30) days of Final Completion of the Communications Tower.

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12-835/mo

*Dominion
State - does not
permit.*

If permitted by the local utility company servicing the Property, LESSEE shall furnish and install an electrical submeter at the Property for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

5. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. **EXTENSION RENTALS.** Rent shall be increased annually on the anniversary of the Commencement Date by three (3%) percent.

7. **ADDITIONAL EXTENSIONS.** If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

8. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that

such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

9. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

10. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

11. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and any other tenants of the property who currently have or in the future take possession of the Property

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will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

13. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

Whether the cause of any damage, loss, or liability is insurable, insured or not insured, foreseen or unforeseen, neither Party nor its representatives, agents contractors, subcontractors, invitees or licensees shall not in any event be liable to the other Party or its representatives, agents, contractors, subcontractors, invitees or licensees for claims for anticipatory profits, consequential, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever, whether arising in tort, contract, warranty, strict liability, by operation of law, or otherwise, even if by such Party's, its representatives', agents', contractors', subcontractors', invitees' or licensees' negligence or fault, connected with or resulting from performance or non-performance under this agreement or as a result of the construction, maintenance, operation or use of the Property, the Premises, the tower, building, the site, or the easement(s) by either Party.

14. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

15. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

16. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall

pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

18. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right

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to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

22. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

23. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

24. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Currituck County
145 Courthouse Road
Currituck, North Carolina 27929

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

25. **DEFAULT.** In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously

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and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

31. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

32. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only

Corolla
SNS 8.2.05

upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

33. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Gwen H. Keene
WITNESS
Gwen H. Keene
WITNESS

LESSOR: **CURRITUCK COUNTY**
BY: [Signature] [SEAL]
Name: DANIEL F. SKANLON, II
Title: COUNTY MANAGER
Date: 8-31-05

[Signature]
WITNESS

LESSEE: **CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS**
BY: [Signature] [SEAL]
David R. Heverling
Northeast Area Vice President
Network
Date: 7/20/06

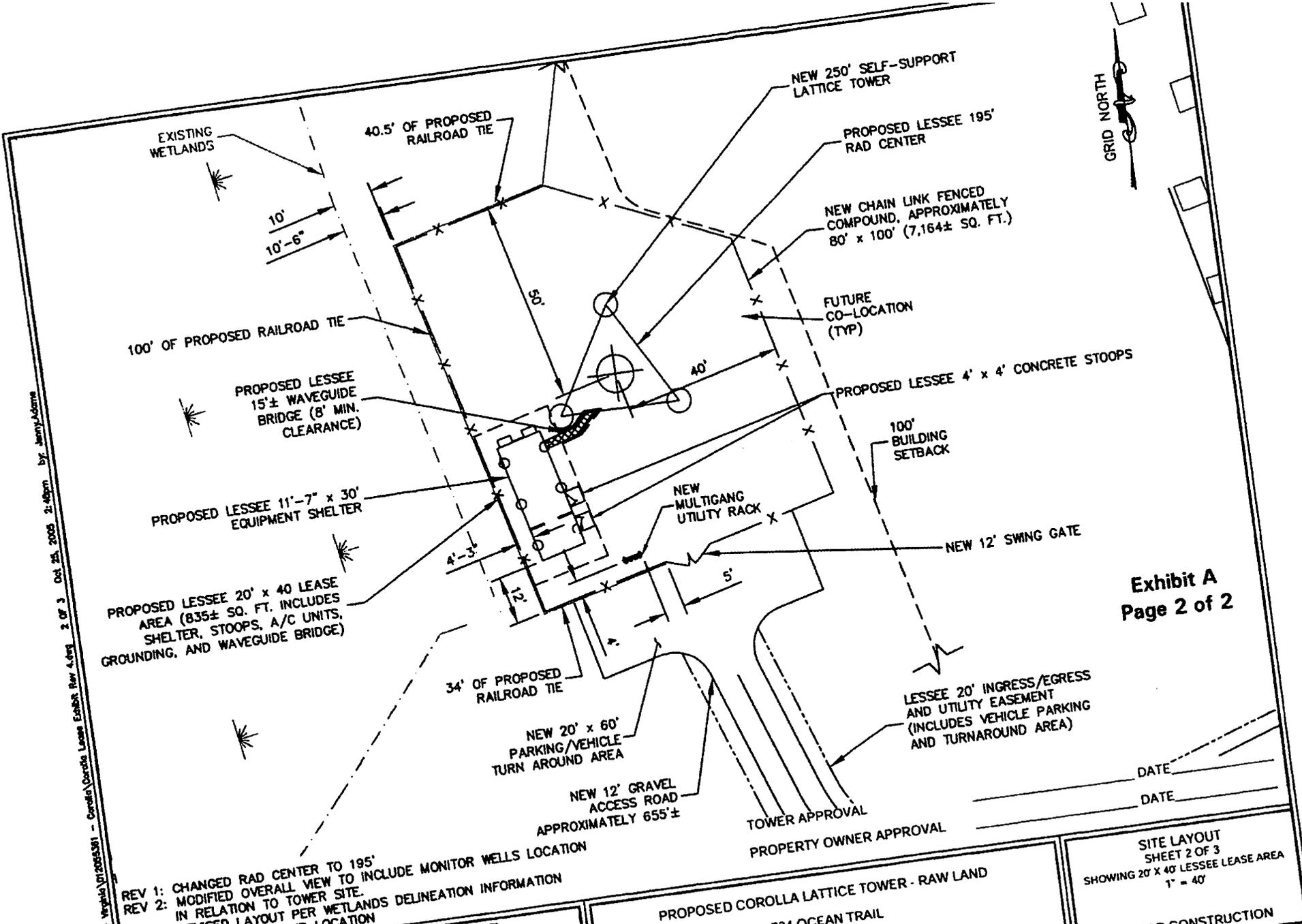


Exhibit A
Page 2 of 2

- REV 1: CHANGED RAD CENTER TO 195'
- REV 2: MODIFIED OVERALL VIEW TO INCLUDE MONITOR WELLS LOCATION IN RELATION TO TOWER SITE.
- REV 3: REVISED LAYOUT PER WETLANDS DELINEATION INFORMATION
- REV 4: REVISED COMPOUND LOCATION

PROPOSED COROLLA LATTICE TOWER - RAW LAND
734 OCEAN TRAIL
COROLLA, NC 27927
CURRITUCK COUNTY

SITE LAYOUT
SHEET 2 OF 3
SHOWING 20' X 40' LESSEE LEASE AREA
1" = 40'

NOT FOR CONSTRUCTION

JOB No.: 012055361		
DATE: 10/25/05		
REV.: 4		
DESIGNED	DRAWN	CHECKED
KRM	JGA	KRM

**Kimley-Horn
and Associates, Inc.**
Post Office Box 33068
Raleigh, North Carolina 27636

10/25/05
 2 OF 3
 Oct 25, 2005 2:48pm
 by: Jenny Adams
 Virginia 012055361 - Carolina Corolla Lattice Tower Exhibit Rev 4.dwg

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: (4) Antel LPA80080-8 @ 195' A.G.L. Center of Radiation
 (4) Antel LPA185080-12 @ 195' A.G.L. Center of Radiation
 Orientation: 0°/ 155°

Diameter of transmission line: Not to exceed 1 5/8"

**RESOLUTION RATIFYING AND AUTHORIZING AMENDMENT TO LEASE
AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR
LOCATION OF CELLULAR TELEPHONE ANTENNAE ARRAY AND SUPPORTING
EQUIPMENT ON COUNTY PROPERTY LOCATED AT 743 OCEAN TRAIL,
COROLLA, NORTH CAROLINA**

WHEREAS, N.C. Gen. Stat. §158-7.1 of the General Statutes of North Carolina authorizes a county to privately negotiate leases of county property for commercial purposes; and

WHEREAS, the Currituck County Board of Commissioners held a public hearing on August 18, 2014 to receive public comments regarding Currituck County, (the “County”), ratification of and amendment to lease to Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, (“Cellco”), of space on a county lattice tower and land area for support structure located at 743 Ocean Trail, Corolla, North Carolina for construction and maintenance of cellular telephone antennae array and associated equipment; and

WHEREAS, the lease originally entered into on January 20, 2006 will expire on or about January 19, 2031 unless earlier terminated pursuant to terms of the lease; and

WHEREAS, as consideration for the lease Cellco has contributed \$50,000 toward construction of a 250 foot tall lattice tower located at the lease site, has to date paid to the County \$87,027 in lease payments and over the life of the lease will pay an additional \$252,777 to the County for a collective value to the County in the amount of \$389,804; and

WHEREAS, the Currituck County Board of Commissioners finds that location of Cellco’s equipment and facilities on the surplus space on the County’s lattice tower will improve and secure cellular telephone communication on the Currituck County Outer Banks and will further encourage the location of tourists, businesses and business travelers to an otherwise remote location of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CURRITUCK COUNTY BOARD OF COMMISSIONERS THAT:

- 1) The Tower Lease Agreement by and between the County and Cellco dated August 31, 2005 as amended by instrument dated January 20, 2006 is hereby ratified and a Second Amendment to Tower Lease Agreement is hereby approved.
- 2) The County Manager and other appropriate County officials are authorized to execute the Second Amendment to Tower Lease Agreement with Cellco and any other documents necessary to effectuate the terms and conditions of the Second Amendment to Tower Lease Agreement.
- (3) This resolution is effective immediately upon its adoption.

Adopted this 18th day of August, 2014

S. Paul O'Neal, Chairman
Currituck County Board of Commissioners

ATTEST:

LeAnne Walton
Clerk to the Board of Commissioners

(COUNTY SEAL)



Currituck County Agenda Item Summary Sheet

Agenda Item Title

An Ordinance of the Currituck County Board of Commissioners Amending Chapter 8, Article V, Section 8-111(d)(2) of the Currituck County Code of Ordinances to Clarify Time to Issue Peddler Permits

Brief Description of Agenda Item

Attached for consideration and adoption is an amendment to the recently adopted Peddler Ordinance. As proposed, and requested by the Sheriff's Department, the amendment will provide that a delay in response from the North Carolina SBI Division of Criminal Information Section for fingerprint checks will constitute an extraordinary circumstance that does not require Sheriff Department issuance of the Peddler Permit in five days.

Board Action Requested

Action

Person Submitting Agenda Item

Ike McRee, County Attorney

Presenter of Agenda Item

Ike McRee, County Attorney

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING CHAPTER 8, ARTICLE V, SECTION 8-111(d)(2) OF THE CURRITUCK**
3 **COUNTY CODE OF ORDINANCES TO CLARIFY TIME REQUIRED TO ISSUE**
4 **PEDDLER PERMITS**
5

6 WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define,
7 prohibit, regulate or abate acts, omissions, or conditions, detrimental to the health, safety, or
8 welfare of its citizens and the peace and dignity of the county; and
9

10 WHEREAS, pursuant to N.C. Gen. Stat. §153A-125 a county may by ordinance regulate,
11 restrict or prohibit the business activities of itinerant merchants, salesmen, promoters, peddlers,
12 flea market operators and flea market vendors; and
13

14 WHEREAS, the Board of Commissioners for the County of Currituck has determined
15 that it is necessary to enact this ordinance to clarify the time in which the Currituck County
16 Sheriff shall issue peddler permits in the case of extraordinary circumstances.
17

18 NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the
19 County of Currituck, North Carolina as follows:
20

21 **PART I.** Chapter 8, Article V, Section 8-111(d)(2) of the Code of Ordinances, Currituck
22 County, North Carolina, is hereby amended as follows:
23

24 (d) *Procedures for considering applications.*
25

26 (1) Upon receipt of a complete application, the Currituck County Sheriff or
27 designee (hereafter "sheriff") shall make or cause to be made such investigation as
28 reasonably necessary to verify the information in the application and to assure
29 compliance with the provisions of this section and shall issue a permit unless the
30 applicant:
31

32 a. Has not submitted a completed application;
33

34 b. Is not permitted by law to engage in such activity due to age;
35

36 c. Has been convicted of, or has pleaded no contest to, a felony charge
37 within the ten (10) years preceding the submittal of the application;
38

39 d. Has been, within the previous five (5) years, convicted of, or pleaded
40 no contest to, a misdemeanor charge involving theft, fraud, forging,
41 uttering, or other crimes of like nature or any crime involving moral
42 turpitude;
43

1 e. Does not have valid driving privileges in the state in those case where
2 the applicant will be operating a vehicle in the course and scope of the
3 peddling/soliciting;

4
5 f. Has not obtained any necessary licenses; or

6
7 g. Has a Better Business Bureau rating lower than "C".
8

9 (2) The Currituck County Sheriff's Department will use the North Carolina
10 State Bureau of Investigation Division of Criminal Information network for
11 background check of the applicant and shall approve or deny an application and
12 issue a permit as soon as possible and, except in the case of extraordinary
13 circumstances, as when a number of applications are submitted within a short
14 period of time or delay in return of requested information from the North Carolina
15 State Bureau of Investigation Criminal Information and Identification Section,
16 should act within five (5) business days of receipt of the completed application.
17 Such issued permit shall be nontransferable.
18

19 (3) Prior to the denial of a permit based on Criminal History Record
20 Information received from the Currituck County Sheriff's Department, the county
21 shall verify the existence of a record by either obtaining a certified public record
22 or by submitting a fingerprint card of the individual to the North Carolina State
23 Bureau of Investigation Criminal Information and Identification Section for
24 verification that the Criminal History Record Information record belongs to the
25 individual.
26

27 PART II. This ordinance shall be effective upon adoption.
28

29 ADOPTED the _____ day of _____, 2014
30 .

31
32
33 _____
34 Chair, Board of Commissioners

35 ATTEST:
36

37 _____
38 Clerk to the Board

39 (S E A L)
40
41
42
43

1 APPROVED AS TO FORM:

2

3 _____

4 County Attorney

5

6 Adopted on: _____

7 Motion by Commissioner _____

8 Second by Commissioner _____

9 Vote ___ AYES ___ NOES

Joint Nursing-Domiciliary Community Advisory Committee
 First Term-1 Year
 Reappointments- 3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
	District 1				
	District 2				
Diane Bray	District 3			11/19/2012	11/1/2015
Barbara Courtney	District 4			11/19/2012	11/1/2015
Florence Scaff	District 5			11/19/2012	11/1/2015
Rosalie Rose	At-Large			11/19/2012	11/1/2015
Bobbie O'Hara	At-Large		Full Board Consensus	11/19/2012	11/1/2015



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: May 7, 2014
Name: Lynda S Daniel
Address: 122 Sound Shore Dr
Currituck NC 27929
Phone: 232-2440 Email: L.Daniel 24 @ yahoo.com

Board(s) or Committee(s) on which you would like to serve:

Please check

- | | |
|--|---|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Northeastern Workforce Development |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Economic Development Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Fire & EMS Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Land Transfer Tax Appeals Board | <input type="checkbox"/> Tourism Advisory Board |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Whalehead Preservation Trust |

Qualifications and reasons you would like to serve:

I have 50 yrs experience working with the public. My last position being with Attny Bill Remm (12 yrs) Since retirement I have volunteered with the Senior Center doing meals on wheels.

Please return to: County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929
Mary.Gilbert@CurrituckCountyNC.gov

Revised 10/1/2013

LIBRARY BOARD OF TRUSTEES
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Shelly Haskell	District 1		Vance Aydlett	6/17/2013	1st 6/30/2017
Deborah Mountain	District 2		David Griggs	1/24/2014	1st 6/30/2015
Colleen Umphlett	District 3		Butch Petrey	6/17/2013	1st 6/30/2017
Joanne DiBello	District 4		Paul Beaumont	6/17/2013	2nd 6/30/2016
Lisa Rose	District 5		Marion Gilbert	6/17/2013	2nd 6/30/2015
George Gregory	At-Large		Paul Martin	6/17/2013	2nd 6/30/2017
Rhonda Cheek	At-Large		Paul O'Neal	6/2010	6/30/2014

****To Be Replaced**
George Gregory appt. to EARL

7/16/2012

TOURISM ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Jay Bender	District 1		Vance Aydlett	Appointed 12/2/2013	1st Term November 2015
Wanda Beasley	District 2		David Griggs	Appointed 2/18/2013	1st Term November 2015
Ted Jagucki	District 3		Butch Petrey	Appointed 11/21/11	1st Term November 2014
Paul Robinson*	District 4		Paul Beaumont	Reappointed 11/21/11	2nd Term November 2014
Janice Farr	District 5		Marion Gilbert	Appointed 7/2/12	1st Term June 2015
Mike Martine	At-Large		Paul Martin	Appointed 12/3/12	1st term November 2015
Leslie Daughtry	At-Large		Paul O'Neal	Appointed 1/3/2012	1st Term January 2015

Commissioner Beaumont-To fill unexpired term

LAND TRANSFER TAX APPEALS BOARD
4 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
John Barnes*	District 1		Vance Aydlett	6/2010	6/2014
Ronnie Cooper	District 2		David Griggs	5/8/2012	6/2016
Manly West	District 3		Butch Petrey	5/8/2012	6/2016
Wade Morgan	District 4		Kevin McCord	5/8/1212	6/2016
Mike Painter*	District 5		Marion Gilbert	6/2010	6/2014
John Messina	At-Large		Paul Martin	8/2014	1st Term 6/2018
John Whitehurst, Jr.	At-Large		Paul O'Neal	5/8/2012	6/2016

*** To Be Replaced**

WHALEHEAD PRESERVATION TRUST BOARD OF DIRECTORS
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Cliff Scott	District 1	*	Aydlett	6/3/2013	2nd Term 5/1/2016
				Eff. 5/1/2010	
Andy Newbern*	District 2	*	Griggs	3/1/2010	1st Term 5/1/2015
				Eff. 5/1/2010	
Carl Ross	District 3	*	Petrey	10/3/2011	1st Term 5/1/2016
				Eff. 5/1/2010	
Jeanne Meiggs	District 4	*	McCord	3/1/2010	1st Term 5/1/2016
				Eff. 5/1/2010	
Steven Kesler	District 5	*	Gilbert	3/1/2010	1st Term 5/1/2016
				Eff. 5/1/2010	
Don Cheek	At-Large	*	Martin	6/3/2013	1st Term 5/1/2016
				Eff. 5/1/2013	
Sharon Twiddy	At-Large	*	O'Neal	3/1/2010	1st Term 5/1/2015
				Eff. 5/1/2010	
Travis Morris		**	**	6/3/2013	2nd Term 5/1/2016
				Eff. 5/1/2013	
Penny Leary-Smith		**	**	6/3/2013	1st Term 5/1/2016
				Eff. 5/1/2010	
		**		6/3/2013	Unexpired Term
				Eff. 5/1/2010	
Kimberlee Hoey		**		3/1/2010	1st Term 5/1/2015
				Eff. 5/1/2010	

***Needs Replaced**

* 7 Members Must Be County Residents

** 4 Members May Be Non-Residents

Commissioner Griggs

CURRITUCK COUNTY
NORTH CAROLINA
August 4, 2014 and August 5, 2014

The Board of Commissioners met at 7:00 PM for its regularly scheduled meeting at the Historic Courthouse in the Board Meeting Room with the following members present: Chairman Paul O'Neal, Vice-Chair Paul Martin, Commissioners Aydlett, Gilbert, Griggs, and Petrey.

Chairman O'Neal called the meeting to order at 7:00 PM and announced that the planned visit to the Currituck SPCA was cancelled due to weather.

A) Invocation

Reverend Glenn McCranie, Retired Navy Chaplain, gave the invocation.

B) Pledge of Allegiance

Reverend Glenn McCranie, Retired Navy Chaplain, led the Pledge of Allegiance.

C) Administer Oath of Office to Paul Beaumont

Clerk of Court Ray Matusko Administered the Oath of Office to District 4 Commissioner Paul Beaumont. Commissioner Beaumont was welcomed by the other members of the Board and was seated.

D) Approval of Agenda

Commissioner Griggs motioned to table Public Hearing Item A, PB-06 UDO Amendment for further review and discussion of Compatibility Standards. Commissioner Petrey seconded the motion. Commissioner Aydlett requested the meeting be held the following day at 3 pm. Commissioner Petrey withdrew his second due to his inability to attend a 3 PM meeting. Commissioner Griggs motioned to set the discussion at 3 pm the following day. Commissioner Aydlett seconded the motion and the motion carried.

APPROVED AGENDA

Work Session

~~5:30 PM Currituck SPCA Animal Shelter Visit~~ ***Cancelled due to weather.***

7:00 pm Call to Order

- A) Invocation-Reverend Glenn McCranie, Navy Chaplain, Retired
- B) Pledge of Allegiance-Reverend Glenn McCranie
- C) Administer Oath of Office to Paul Beaumont
- D) Approval of Agenda
- E) Public Comment

Please limit comments to items not appearing on the regular agenda; please limit comments to 3 minutes.

Public Hearings

- A) ~~Consideration and Action: PB 14-06 Request to Amend the UDO- Subdivision Compatibility Standards~~ PB 14-06 Currituck County: Request to amend the Unified Development Ordinance Chapter 2: Administration, Chapter 3: Zoning Districts, Chapter 5: Development Standards, and Chapter 10: Definitions and Measurement, to establish subdivision compatibility standards, modify the major subdivision standards to include minor subdivisions, and modify net density requirements for development. **TABLED FOR FURTHER REVIEW**
- B) **Consideration and Action: PB 14-08 Currituck County: Request to amend the UDO-Water Supply Standards** PB 14-08 Currituck County: Request to amend the Unified Development Ordinance Chapter 6: Required Infrastructure to revise the water supply standards to require all new subdivisions and multi-family development to be connected and serviced by the county water supply system.

New Business

A) **Board Appointments:**

1. Library Board, Land Transfer Tax Appeals, Tourism Advisory, and Whalehead Board of Trustees

B) **Consent Agenda:**

1. Approval of July 21, 2014 Minutes
2. Budget Amendments
3. CDBG Monthly Status Report
4. Amendment to Master Fee Schedule-Peddler's Ordinance
5. Surplus Items-Southern Outer Banks Water System

C) **Commissioner's Report**

D) **County Manager's Report Special**

Meeting

TOURISM DEVELOPMENT AUTHORITY - Budget Amendments

Closed Session

Closed Session Pursuant to G.S. 143-318.11 (a)(6) to Discuss a Personnel Matter.

Adjourn

D) **Public Comment**

Chairman O'Neal opened the Public Comment period.

Mary Etheridge, Shawboro, stated that her family has been in litigation with the County since December, 2011, due to approval of a junkyard behind her home. Ms. Etheridge recalled previous comments she had made regarding not being afraid to stand up and fight for what is right and just. She said she recently visited Constitution Hall in Philadelphia and reflected on what leadership is, being fairness, equal treatment, honesty, responsibility, and service.

Chairman O'Neal asked County Attorney, Ike McRee, to speak to the litigation matter. Mr. McRee stated the Board of Commissioners must find a balance on land use decisions between the land owner, who might want to use his land for a business purpose, and the citizens of the County. Many things are considered and many bodies review the considerations and make recommendations. The Technical Review Committee consisting of 26 members, representing both state and county agencies, reviewed the proposed recycling center and ended with two opposed. Public meetings were held prior to approval. Mr. McRee stated we are awaiting

court's opinion as to a decision on whether attorney fees should have been awarded to the Etheridges. Mr. McRee explained the word "junkyard" had to be used because there was no classification at the time for a recycling center.

Josh Bass, Moyock, speaking as the Chairman of the Currituck Cooperative Extension Board, wanted to remind us of the upcoming Centennial celebration for Cooperative Extension. Mr. Bass invited all to attend, and thanked the Commissioners for their support and service on their Board by Commissioners Beaumont and O'Neal.

Cameron Lowe, Aydlett, Director of Cooperative Extension of Currituck County, described the event that will celebrate local heritage. The Currituck County Heritage Festival will be held on September 20, 2014 at the Rural Center. The event is free to the public. Information can be found at go.ncsu.edu/currituckheritage.

Adrienne V. Black, Norfolk, VA, representing the Rosa Walston estate located on South Mills Road, stated they would like help with what may be required of them with regard to water system hook ups. Ms. Black stated they feel the requirements would decrease the land value and they cannot afford to put in their own water system. Ms. Black asked for help, perhaps in the form of state grants or lottery funds to offset costs. Although she signed up for Public Comment, she stated she was referring to Public Hearing Item B on the agenda.

There being no further comments, Chairman O'Neal closed the Public Comment period.

Public Hearings

~~A) **Consideration and Action: PB 14-06 Request to Amend the UDO- Subdivision Compatibility Standards** PB 14-06 Currituck County: Request to amend the Unified Development Ordinance Chapter 2: Administration, Chapter 3: Zoning Districts, Chapter 5: Development Standards, and Chapter 10: Definitions and Measurement, to establish subdivision compatibility standards, modify the major subdivision standards to include minor subdivisions, and modify net density requirements for development.~~

TABLED FOR FURTHER REVIEW

B) **Consideration and Action: PB 14-08 Currituck County: Request to amend the UDO-Water Supply Standards** PB 14-08 Currituck County: Request to amend the Unified Development Ordinance Chapter 6: Required Infrastructure to revise the water supply standards to require all new subdivisions and multi-family development to be connected and serviced by the county water supply system.

Ben Woody, Director of Planning and Inspections, presented.

Subject: PB 14-08 Water Supply Standards Text Amendment

The enclosed text amendment initiated by the Currituck County Board of Commissioners is intended to amend the county's water supply standards to require all new subdivisions and multifamily development to connect to the county water supply system (excluding family subdivisions and lots in the Fruitville and Moyock–Gibbs Woods Townships). Under the current ordinance, major subdivisions are required to connect to the county water system (or provide a cash deposit for future connection) based on a formula included in the ordinance.

The purpose of the amendment is to establish a policy for potable water main extensions and connections that provides customers with a safe, high quality and reliable water supply while adequately maintaining existing infrastructure and services. Additionally it is the intent of this proposed ordinance to:

- Ensure water main extensions occur in a manner that support sound fiscal management and economic growth while protecting the county's rural character;
- Support development with sufficient potable water and fire suppression infrastructure capacity to serve existing customers while sustaining the ability to serve projected future growth;
- Ensure the costs of infrastructure, facilities and services related to the demand created by new growth and development is borne, in equal proportion, by those creating the additional demand; and
- Encourage development in targeted growth areas, adequately served by existing or planned infrastructure, consistent with the Land Use Plan.

The ordinance amendment also establishes connection and modeling standards, provides for a Water Main Reimbursement Contract, and proposes minor modifications to the fire protection standards.

Planning staff recommends **approval** because the proposed text amendment is consistent with the land use plan; because it focuses water service in existing developed areas and in nearby targeted growth areas (POLICY WS3); and results in a logical and orderly development pattern.

The Planning Board recommended **modified approval** at their July 8, 2014 meeting. Changes recommended by the Planning Board include not requiring a mandatory connection and an additional fire protection standard – these modifications are noted and *italicized* in the body of the amendment.

PLANNING BOARD DISCUSSION (7-8-14)

Mr. Woody said at the last meeting, the Planning Board requested additional information for the water supply standards text amendment. Mr. Woody said an ad ran in the July 1 edition of the Daily Advance notifying the public that the water supply standards text amendment would be discussed at this meeting; linear feet of waterline that currently exist and linear feet of waterline that does not exist on existing streets; developer cost per lot for a subdivision to be serviced by the county water supply system; available grants; and the operation and funding of the county water supply system. Mr. Woody said the chart showing the developer cost per lot for a subdivision to be serviced by the county water supply system does not include the water tap fees.

Ms. Overstreet asked the average size of a subdivision in Currituck on the Mainland.

Mr. Woody said it varies, but tends to be 25 lots.

Mr. Irwin provided an overview of the operation and funding of the county water supply system.

Mr. Garrett asked what the cost to extend a county waterline two or three miles down the road.

Mr. Irwin said for an eight inch waterline, \$40 per linear foot, is \$211,000 for one mile.

Mr. Old asked what the \$40 per linear foot includes.

Mr. Irwin said it includes the engineering fees, hardware, everything.

Mr. Cooper said that the examples of water main extension and connection polices for other North Carolina jurisdictions are similar to what Currituck currently has. Mr. Cooper said if a new development is going in, the formula we have now is based on practicality. The developer can hook in and that helps the water department. With this amendment saying all new development shall connect into county waterlines he doesn't see an advantage for the water department. If someone owns a piece of land that is four miles from an existing waterline, and they don't develop because of the cost of extending the line, what advantage is that to the water department? Mr. Cooper said the rule that they have now helps the water department because it puts a burden on the developer to extend some county waterlines in reasonable situations. This amendment is to extend if it is reasonable or not. You are affecting people's property rights and property values that are a mile or two miles from an existing county waterline.

Mr. Woody said it may affect the property values for developing property, but also affects existing property values in Currituck that provides services or future water connection to these developments that are removed from the core of the county township. This amendment helps the water department have connections, but also helps to manage growth since infrastructure plays a big part in growth.

Mr. Cooper said if people brought property with well water they would assume they would always be on well water.

Mr. Woody said there is a demand for county water for subdivisions that are already platted. Mr. Woody said the further removed subdivisions are from infrastructure the more cost is to the general operation of county government.

Mr. Craddock said for those persons who want to develop land that are not already owners of land would seek to develop land that is closer or in front of waterlines that already exist. Mr. Craddock said this would be a huge cost to the developer which would be passed down to the potential buyer. Mr. Craddock asked where the land owners get their water for fire protection now on roads that extend pass county waterlines like South Mills Road or Puddin Ridge Road other than tankers that truck in the water.

Mr. Woody said they have to install fire ponds that can sustain 50 year drought conditions.

Mr. Anlauf asked the board to consider if this amendment is adopted, to extend the effective date out six months so projects that are currently in the works can go through under the current ordinance.

Mr. Woody said staff would support this request.

Mr. Deel asked the board to consider if this amendment is adopted, to extend the effective date out six months so projects that currently in the works can go through under the current ordinance.

Mr. Clark closed the public hearing.

Mr. Cartwright said he is concerned this amendment is taking away the owner rights to do something when they can't afford it. Mr. Cartwright has no objections to subdivisions connecting into county waterlines, but it must be within a reasonable distance of their property.

Mr. Cooper said in looking at the other municipalities they are based on more reasonable requirements, similar to what the county has now. By saying these developments have to connect to county water, this is not for the benefit of the water department, this is to prevent development.

Mr. Woody said if the board is struggling with the language requiring all new development to connect to the county water supply system, there is also other language in the amendment for the board to consider if they move it forward.

ACTION

Mr. Cooper moved to approve PB 14-08 the modeling portion of the amendment, clean-up language, eight inch waterlines for new developments, and to remove the requirement that all new development must connect to county water, replacing that language with the current formula in the Unified Development Ordinance (UDO) based on the distance that new development is to an existing county waterline, and an effective date of January 1, 2015. Ms. Newbern seconded the motion.

Mr. Clark amended the motion to include all water supply sources shall be clearly marked for location purposes with a marker of suitable size and reflective characteristics for daylight, nighttime, and inclement weather operations.

Mr. Cooper accepted the amendment to the motion.

Ayes: Mr. Cartwright, Mr. Cooper, Ms. Newbern, Mr. Clark, and Ms. Overstreet. Nays: Mr. Craddock. Motion carried.

PB 14-08 UDO AMENDMENT REQUEST

Amendment to the Unified Development Ordinance Chapter 6: Required Infrastructure to revise the water supply standards to require all new subdivisions and multi-family development to be connected and serviced by the county water supply system.

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

Item 1: That Section 6.2.3 Utility Standards is amended by adding the following underlined language, deleting the strikethrough language, and renumbering accordingly:

Water Supply Standards

~~Except where exempted by Section 6.2.3.D, Exemptions, all development shall incorporate a water supply system in accordance with these standards.~~

Exemptions

The following development is exempt from the requirement to connect to the county's potable water system:

- (a) Lots in a family subdivision (see Section 2.4.8);
- (b) Subdivisions in the Fruitville and Moyock-Gibbs Woods Townships; and
- (c) Subdivisions where the distance to an existing water main exceeds the formula in Section 6.2.3.D.3, Connection to Public Water Supply System. However, the subdivider shall submit a performance guarantee in the form of a cash deposit for the water improvements (including, but not limited to: fire hydrants, laterals, service lines, meter boxes, and yokes) at a rate of cost plus 15 percent. In the event the water supply infrastructure is not constructed within three years of the approval date, the performance guarantee shall automatically convert to an evergreen letter of credit.
- (d) Connection of individual lots to the future water main within an existing subdivision shall be the responsibility of the individual lot owners.

(1) Water Supply System Required

Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations.

Except for family subdivisions and lots in the Fruitville and Moyock-Gibbs Woods Townships, all new subdivisions multi-family development buildable lots within a planned unit development or planned development shall be connected and serviced by the county water supply system—a central water system.

Water lines owned by the Ocean Sands Water and Sewer District shall be considered part of the county's water supply system for the purposes of this section. All multi-family development and townhouse units shall be connected to and serviced by a central water system.

The developer shall submit whatever information the Planning Director determines necessary to ensure the developer or a successor in interest will be able to comply with this section.

OR

PB RECOMMENDATION:

- (a) *Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations.*
- (b) *All buildable lots within a planned unit development, ~~or~~ planned development, ~~or multi-family development~~ shall be connected and serviced by the county water supply system ~~a central water system~~.*
- (c) *Except for family subdivisions and lots in the Fruitville and Moyock-Gibbs Woods Townships, all new subdivisions and nonresidential uses shall be connected and serviced by the county water supply system if the distance between the closest existing county water main and the proposed development is within the following formula distance: 100 feet for each of the first ten units plus 20 feet for each additional unit. All multi-family development and townhouse units shall be connected to and serviced by a central water system.*

Example: a proposed subdivision with 30 single-family dwelling units located 1,400 feet or less from an existing water main shall connect $(10 \text{ units} \times 100) + (20 \text{ units} \times 20)$.
- (d) *In determining the number of units proposed in a phased development, the number of units for water services relates to the total number of proposed units for the entire tract rather than a single phase of the proposed development.*
- (e) *Where the distance to the closest existing county water main exceeds the formula in (c) above the developer shall submit a performance guarantee in the form of a cash deposit for future water improvements in an amount equal to 115 percent of the estimated full cost of completing the required improvements, including the costs of materials and labor. Improvements include, but are not limited to, the water main (required extension distance), laterals, service lines, meter boxes, yokes, and fire hydrants.*
- (f) *The maximum connection distance for nonresidential uses shall be determined by converting projected water demand from the development into an equivalent number of residential units and*

applying the formula in (c) above. For the purposes of this section, an individual residential dwelling unit uses 250 gallons of water per day.

Example: a proposed nonresidential use is anticipated to use 7,500 gallons of water per day. This is equivalent to 30 residential units (7,500/250 = 30), and the use shall connect if it is located 1,400 feet or less from an existing water main (10 units x 100) + (20 units x 20).

- (g) Water lines owned by the Ocean Sands Water and Sewer District shall be considered part of the county's water supply system for the purposes of this section. The developer shall submit whatever information the Planning Director determines necessary to ensure the developer or a successor in interest will be able to comply with this section.

Connection to Public County Water Supply System

- (h) The developer shall install the water mains and accessories necessary so that all lots and uses to be developed are able to connect to the county water supply system. Whenever it is legally possible and practicable in terms of topography to connect development to the county's water supply system, the developer or subdivider shall install the pipes and accessories necessary to provide water service to all lots or units in a development.

The minimum water main size shall be adequate to service the potable water and fire suppression demand of the proposed development at full build out. Fire suppression demand shall be based upon guidance from the Insurance Services Office and existing fire-fighting capacity. In no instance shall a water main serving a fire hydrant be less than eight inches in diameter. Connection to the county's water supply system shall be considered impractical if the distance between the closest existing county water main and the proposed development exceeds a distance equivalent to 100 feet for each of the first ten units plus 20 feet for each additional unit.

Example: a proposed subdivision with 30 single-family residential lots would have to be located over 1,400 feet from an existing water main to be considered impractical for connection (10 units x 100) + (20 units x 20).

Water mains shall be installed within street right-of-ways or dedicated utility easements. The total number of units in a development shall

~~be determined by calculating the maximum number of units allowable for each proposed lot.~~

The developer shall be responsible for modeling and sizing water mains to service the proposed development. Modeling inputs shall include the proposed development at full build-out and the anticipated development density of adjacent undeveloped tracts of land as specified in county-adopted plans. In determining the number of units proposed in a phased development, the number of units for water services relates to the total number of proposed units for the entire tract rather than a single phase of the proposed development.

If the county determines that oversized facilities are in the interest of future development, the county or a developer may elect to pay for that portion of water main improvement that exceeds the diameter required to service the proposed development at full build out. Each individual dwelling unit shall be counted as one residential unit for the purposes of determining the maximum distance requirements for multi-family developments.

Installation of water mains and accessories shall meet the most recent version of the Standard Specifications and Details for the Currituck County Water Department and the Southern Outer Banks Water System, as appropriate. The maximum connection distance for nonresidential development shall be determined by converting projected water demand from the development into an equivalent number of residential units and applying the formula in (b) above. For the purposes of this section, an individual residential dwelling unit uses 250 gallons of water per day. A nonresidential use anticipated to use 1,000 gallons per day shall be equivalent to four residential dwelling units.

~~Example: a proposed nonresidential development is anticipated to use 7,500 gallons of water per day. This is equivalent to 30 homes (7,500/250 = 30), and the development would have to be located over 1,400 feet from an existing water main to be considered impractical for connection (10 units x 100) + (20 units x 20).~~

The developer shall be required to submit detail drawings with the construction drawings associated with a proposed development, prepared and certified by a registered engineer, showing the installation of the required water mains. Water lines owned by the Ocean Sands Water and Sewer District shall not be considered part

~~of the county's water supply system for the purposes of this section.~~

The developer may apply for a Water Main Reimbursement Contract for partial repayment of the cost of the extension of a water main necessary to service a proposed development. The general provisions for partial repayment are specified in the Water Main Reimbursement Contract and an attested and executed copy of the agreement between the developer and county must be filed with the Currituck County Public Utilities Department.

~~Water Supply System Configuration~~

~~The water supply system shall comply with the following requirements:~~

~~The subdivider shall install water mains in a subdivision so that all lots to be developed will be able to connect to the centralized water system.~~

~~Water mains shall be installed within street right-of-ways or dedicated utility easements.~~

~~The subdivider shall be required to submit detail drawings with the construction drawings associated with a subdivision, prepared and stamped by a certified and licensed engineer, showing the installation of the required water mains.~~

~~All materials and pipes shall meet or exceed the requirements established for the county water system.~~

~~A community water system may be located within an open space set-aside.~~

(3) Connection Fees

All connection fees shall be paid for each residential lot or use that is required to be connected to the county water supply system at the time of issuance of the building permit authorizing construction to begin.

~~All connection fees shall be paid for each nonresidential lot or use required to be connected to the county water system at the time of issuance of the building permit authorizing construction to begin.~~

Item 2: That Section 6.2.4 Fire Protection Standards is amended by adding the following underlined language and deleting the strikethrough language:

A. General Provisions

(1) Fire Lanes

Where streets or rights-of-way provide insufficient access for firefighting, unobstructed fire lanes with a minimum width complying with the current adopted version of the North Carolina State Fire Code shall be provided. In no instance shall this standard waive the requirement for primary drive aisles constructed in accordance with Section 5.6.8, Primary Drive Aisles, when required by this Ordinance.

(2) Fire Hydrants Required

~~Except for family subdivisions and subdivisions in the SFR district, every subdivision~~ All development serviced by a public or private central the county water supply system shall include a system of fire hydrants sufficient to provide adequate fire protection for the buildings located or intended to be located within the development. Fire hydrants shall be located in a manner that ensures hydrants are spaced a maximum of 1,000 linear feet apart and every portion of lot frontage is within 500 linear feet of a hydrant. The Fire Marshal may authorize or require a deviation from this standard if, in the opinion of the Fire Marshal, another arrangement more satisfactorily complies with the intent or standards in this Ordinance.

(3) Fire Hydrant Location

Unless an alternative placement is specified by the State Building Code or the Planning Director, in consultation with the Fire Marshal, fire hydrants shall be placed six feet behind the curb or within ten feet of the pavement edge of a street without curbing.

(4) Required Hose Connections

Unless otherwise specified, all fire hydrants shall have the following hose connections:

- (a) Two two-and-one-half-inch hose connections at least 21½ inches above ground level; and
- (b) One four-and-one-half-inch connection.

All hose connections shall be sized in accordance with national standards.

(5) Water Service Line Main Size

~~Water lines mains~~ serving fire hydrants shall be at least ~~six~~ eight inches in diameter and shall not be dead-end lines, unless no other practicable alternative exists

(6) Water Supply Source Location

Water supply sources shall be clearly marked for location purposes with a marker of suitable size and reflective characteristics for daylight, nighttime, and inclement weather operations.

B. Water Supply for Fire Protection when not Serviced by Public County Water Supply System

~~Residential Development containing 20 or more dwelling units and every nonresidential subdivision containing 10 or more lots and not serviced by a public~~ the county water supply system shall provide a supply of water for fire-fighting purposes in accordance with the following standards:

(1) Allowable Sources

The developer may provide the required water supply from fire ponds, canals, wells, cisterns, above ground storage tanks, water ~~lines~~ mains (where a community water supply system is installed), or any combination of these features.

(2) Location

- (a)** Water supply facilities shall be within 2,500 linear feet of every anticipated building in a development.
- (b)** Water supply facilities may be located on or off-site, however the developer shall demonstrate a sufficient legal interest in off-site facilities to ensure they will remain available to service the development.
- (c)** Water supply sources shall be so located so that fire-fighting vehicles have ready access to such sources at all times.

(3) Capacity

- (a)** A sufficient volume of water shall be available at all times to supply the needed fire water flow for the proposed structures based upon guidance from the Insurance Services Office and existing fire-fighting capacity needed to suppress a fire for a period of two hours at a rate of 1,000 gallons per minute.
- (b)** Water mains serving a community water supply system shall be sized to allow the future installation of fire hydrants should the development be connected to the county water supply system. The Fire Marshal may permit a deviation from these standards based

~~upon guidance from the Insurance Service Office and existing fire-fighting capacity.~~

(4) Configuration

- (a)** Water supply sources shall be provided with the necessary equipment and connections (e.g., dry hydrants in ponds) to ensure that fire-fighting equipment can draw water in a safe and efficient manner, as determined by the Fire Marshal.
- (b)** Except within the SFR district, a hard-surfaced roadway shall be provided to the water source as well as a hard-surfaced turnaround area of sufficient dimensions to facilitate access by fire-fighting vehicles.

(5) Maintenance Required

The developer, or any successor in interest, shall be responsible for ensuring that all water supply sources, access roadways, and other facilities or equipment required by these standards, are maintained.

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

Mr. Woody reviewed the UDO and explained the revisions and options for water requirements, based on either a formula or a mandatory hook up requirement for development, with the exception of family subdivisions and Gibbs Woods and Fruitville Township. He explained the goal is to ensure a potable water supply, fire suppression, and a tool for infrastructure growth and management.

Mr. Woody talked about connections, formulas, waterline sizes, developer responsibilities, fireflow and fireflow ponds. Commissioner Aydlett expressed concern with ISO ratings, rising insurance costs, and lack of manpower available to meet requirements for fire protection. Commissioner Petrey asked if a cost per house had been determined. Mr. Woody stated, based on a 30 lot subdivision, running a waterline may be \$3-4,000 per lot, or 2% of cost.

Commissioner Aydlett feels the County will be having the same discussion 10 years from now if we don't take action now with a hook up requirement.

Chairman O'Neal explained the formula worked on a proportional basis and was never meant to include fire suppression. O'Neal suggested using the formula system, as it is more palatable.

Commissioner Aydlett restated his fear that developments farther away would not have adequate fire protection.

Commissioner Martin voiced the need to do what is proper and correct and it behooves the

County to move forward now with a hook up requirement.

Commissioner Petrey asked if we could look into more water towers to allow for increased pressure. Dan Scanlon, County Manager, said we would assess tower need based on future development and whether it is commercial or residential.

Commissioner Griggs clarified the formula implementation would be required for all development on a proportional basis no matter how far out the development is. Currituck County has 211 miles at a cost of \$34 million to provide water to all of Currituck. He questions who is going to pay, the builder or the taxpayer, and feels it is a pay me now or pay me later scenario. He believes in order to extend the water line after the bond is paid in 10 years, we will need to charge higher fees now. Mr. Griggs suggests forecasting the consequence the County will need to deal with tomorrow based on the actions taken today.

Chairman O'Neal explained that those who pay for future expansion are the residents who are currently paying for service.

Commissioner Aydlett expressed concern for property values and asked Ben Woody for comment. Mr. Woody stated he didn't believe there would be adverse effects with the use of the formula if it is kept proportional.

Commissioners continued discussing effect on property values, covering future costs, perhaps with bond purchases. Chairman O'Neal described the effect of water availability on the county by comparing Moyock, which has County water, to the area south of the Intracoastal, which does not. The economic difference is markedly noticeable, and states leaders need to think things through before raising the cost of doing business in Currituck County.

Commissioner Gilbert asked how many builder applications have applied for hook up service. Ben explained there are several who have paid the fee for planned hook up service, and two builders have opted to install community systems, which may mean a large well and pond and would need to meet state requirements for fire.

Chairman O'Neal opened the Public Hearing.

Mark Bissell, Kitty Hawk, advocates for the formula plan. He stated it has worked well in the past and a required mandatory hook up for developments farther out is very costly. Mr. Bissell does understand the Commissioners' concerns and recommends making any changes effective at least six months out so developers can phase in implementation.

Walter Garrett, South Mills Road, also supports the formula method, but does not agree with an indefinite bond. He feels the County should be required to use the bond within a definitive time frame or return it to the developer.

Chairman O'Neal closed the Public Hearing and asked for a motion.

Commissioner Aydlett moved to approve PB 14-08, Plan A. Commissioner Martin seconded. Motion carried, with Chairmain O'Neal and Commissioner Petrey opposed.

New Business

A) Board Appointments:

1. Library Board, Land Transfer Tax Appeals, Tourism Advisory, and Whalehead Board of Trustees

Library and Tourism Boards appointments were deferred. Commissioner Marion Gilbert nominated Steven Kesler for appointment to the Whalehead Preservation Trust and Commissioner Paul Martin nominated John Messina for appointment to the Land Transfer Tax Appeals Board. Board appointments were approved unanimously.

B) Consent Agenda:

1. Approval of July 21, 2014 Minutes
2. Budget Amendments
3. CDBG Monthly Status Report
4. Amendment to Master Fee Schedule-Peddler's Ordinance
5. Surplus Items-Southern Outer Banks Water System

Commissioner Aydlett moved to approve the Consent Agenda. Commissioner Martin seconded and the motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10530-545000	Contracted Services	\$ 9,000	
10530-590000	Capital Outlay		\$ 9,000
		<u>\$ 9,000</u>	<u>\$ 9,000</u>

Explanation: *Emergency Medical Services (10530)* - Transfer funds for annual license fees for EMS training software.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
67878-561000	Professional Services	\$ 9,046	
67390-499900	Appropriated Fund Balance		\$ 9,046
20609-590000	Capital Outlay	\$ 217,254	
20390-499900	Appropriated Fund Balance		\$ 217,254
68888-590000	Capital Outlay	\$ 2,339	
68390-499900	Appropriated Retained Earnings		\$ 2,339
50535-590001	Capital Outlay	\$ 48,402	
50380-481000	Investment Earnings		\$ 48,402

\$	\$
277,041	277,041

Explanation: *Various Departments* - Carry-forward funds for outstanding purchase orders and projects in process from the prior fiscal year.

Account	Description	Purchase Order	Amount
67878-561000	Hazen & Sawyer/Moyock Sewer RPC Contracting/Whalehead	20140825	9,046
20609-590000	Drainage Moffat & Nichol/Whalehead	20141072	213729
20609-590000	Drainage	20140539	3525
68888-590000	Hyman & Robey/Walnut Is Road Gately/800 MHz project	20140619	2,339 48,402

C) Commissioner’s Report

Commissioner Griggs announced the Ducks Unlimited state conference to be held at Whalehead in Corolla on August 18th. All are welcome and Travis Morris will be the speaker.

Commissioner Martin spoke to a recent hiring where the position was not advertised. Mr. Martin said the prospective employee had not yet received an official letter of acceptance yet and asked to put into a motion that the position be reposted. He believes reposting would satisfy concerns of residents in the County who wanted to apply. Motion died for lack of second. County Attorney Ike McRee advised the discussion regarding personnel not be continued in the public meeting and should be discussed in Closed Session.

D) County Manager’s Report

No Report

Chairman O’Neal asked for a motion to recess the regular meeting and enter a special meeting as the Tourism Development Authority. Commissioner Gilbert moved to recess the regular meeting into a Special Meeting, with a second from Commissioner Petrey. Motion carried unanimously.

Special Meeting

Tourism Development Authority

A) TDA Budget Amendments

Dan Scanlon, County Manager, noted the budget amendment was to carry over funding for the construction of the new bathhouse in Corolla to the 2014-2015 fiscal year, and to reclassify

funds for software.

Commissioner Petrey moved to approve the budget amendment. Commissioner Beaumont seconded the motion. Motion carried unanimously.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15442-557100	Software License Fees	\$ 960	
15442-532000	Supplies		\$ 960
		<u>\$ 960</u>	<u>\$ 960</u>

Explanation: Occupancy Tax - Promotion (15442) - Reclassify funds for Adobe Creative Cloud software license fees for FY 2015 .

Net Budget Effect: Occupancy Tax Fund (15) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15447-590000	Capital Outlay Appropriated Fund	\$ 353,383	
15390-499900	Balance		\$ 353,383
		<u>\$ 353,383</u>	<u>\$ 353,383</u>

Explanation: Occupancy Tax - Tourism Related Expenditures (15447) - Carry-forward the Corolla Public Access project from prior fiscal year.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$353,383.

Commissioner Gilbert moved to adjourn the meeting of the Tourism Development Authority and enter Closed Session Pursuant to G.S. 143-318.11 (a)(6) to Discuss a Personnel Matter. Commissioner Aydlett seconded and the motion carried unanimously.

Chairman O'Neal, prior to entering Closed Session, honored an employee who recently passed away. Chairman O'Neal read a statement listing the accomplishments of Mr. Ralph Doughtie, a jailor with Currituck County. Commissioners commented on Mr. Doughtie's good nature and all agreed that Mr. Doughtie will be missed, was very well thought of by all, and Commissioners offered condolences to his family.

The Commissioners moved into Closed Session.

Upon returning from Closed Session to the regular meeting of the Board, Commissioner Aydlett moved to set an effective date of March 1, 2015, for PB-14-08 revised water supply standards requirements. Commissioner Petrey seconded and the motion carried unanimously.

Commissioner Aydlett moved to recess the meeting to 4:00 PM on Tuesday, August 5, 2014, in the Commissioner's conference room at the Historic Currituck County Courthouse. Commissioner Martin seconded and the meeting was recessed.

CURRITUCK COUNTY NC
BOARD OF COMMISSIONERS
August 5, 2014

The Board of Commissioners met on Tuesday, August 5, 2014, in the Currituck County Historic Courthouse Conference Room at 4 PM to continue a regular meeting that was recessed on Monday, August 4, 2014. Chairman O'Neal, Vice-Chairman Martin, and Commissioners Gilbert, Griggs, and Aydlett were present. Commissioners Petrey and Beaumont were not in attendance.

Chairman O'Neal called the meeting to order at 4:07 PM and entertained a motion by Commissioner Aydlett to move into Closed Session pursuant to G.S. 143-318.11 (a)(6) to Discuss a Personnel Matter. Commissioner Gilbert seconded and the motion carried unanimously.

Adjourn

After reconvening the regular meeting, no action was taken. There being no further business Commissioner Gilbert moved to adjourn. Commissioner Martin seconded the motion. The meeting was adjourned.

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of August 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u> Decrease Revenue or Increase Expense	<u>Credit</u> Increase Revenue or Decrease Expense
10510-590000	Capital Outlay	\$ 189,500	
10390-499900	Appropriated Fund Balance		\$ 189,500
		\$ 189,500	\$ 189,500

Explanation: *Sheriff (10510)* - To carry-forward funds from FY 2014 for the shooting range for the Sheriff's Department.

Net Budget Effect: Operating Fund (10) - Increased by \$189,500.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Resolution Authorizing the "Piggybacking" On a Purchase Agreement From Pitt County, North Carolina for Remounting of Wheeled Coach Ambulances with Select Custom Apparatus, Inc.

Brief Description of Agenda Item

N.C. Gen. Stat. Section 143-129 waives bid law requirements for purchase of material, equipment or apparatus by a unit of local government and allows the unit of local government to enter into an agreement with a vendor who has contracted with another unit of local government if the vendor is willing to give the contracting unit the same contract prices and terms as previously provided the other unit of local government. Under this process, the original local government has utilized the public bid process to obtain the lowest responsible bid.

Select Custom Apparatus, Inc. will agree to provide Currituck County the same contract prices and terms that it provided Pitt County, North Carolina for the remounting of two Wheeled Coach Ambulances to new chassis and the associated accessory equipment.

Staff recommends approval of the resolution.

Board Action Requested

Action

Person Submitting Agenda Item

Ike McRee, County Attorney

Presenter of Agenda Item

Ike McRee, County Attorney

RESOLUTION AUTHORIZING THE “PIGGYBACKING” ON A PURCHASE AGREEMENT FROM PITT COUNTY, NORTH CAROLINA FOR REMOUNTING OF WHEELED COACH AMBULANCES WITH SELECT CUSTOM APPARATUS, INC.

WHEREAS, the County of Currituck desires to “piggyback” on a purchase agreement by Pitt County, North Carolina for the remounting of two Wheeled Coach Ambulances to purchased Chevy G4500 Chassis and associated accessories from Select Custom Apparatus; and

WHEREAS, the conditions of “piggybacking” on the original contract have been met in accordance with N.C. Gen. Stat. §143-129; and

WHEREAS, public notice of purchase of the material and equipment set forth above was published in The Coastland Times, a newspaper with general circulation within the county, on August 7, 2014.

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 “piggyback” on the Pitt County, North Carolina contract for the remounting of two Wheeled Coach Ambulances to purchased Chevy G4500 Chassis and associated accessories from Select Custom Apparatus.

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

This the 18th day of August, 2014.

S. Paul O’Neal, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)



Currituck County Agenda Item Summary Sheet

Agenda Item Title

ITS Surplus Resolution

Brief Description of Agenda Item

List of items to declare surplus. Items can then be disposed of via auction or destroyed.

Board Action Requested

Action

Person Submitting Agenda Item

Tina Scanlon

Presenter of Agenda Item

None

RESOLUTION

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on August 18, 2014 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be sold at auction or given to another governmental entity:

<u>Description</u>	<u>Service Tag/Serial No.</u>	<u>Asset Tag</u>	<u>Item No.</u>
Equus Computer VIP System-DT	1065773	6945	L001
Dell PowerEdge 860	4HRJDC1	6406	L002
Dell Latitude E6500	65G5TJ1	7026	L003
Dell Latitude D820	HVGSMC1	6414	L004
Dell Latitude D830	JTPJHD1	6579	L005
Dell Latitude E6500	95G5TJ1	7033	L006
Dell Latitude D820	GWGSMC1	6412	L007
Dell Latitude D830	2VJNBG1	6874	L008
Dell Latitude D820	DSS5QB1	6305	L009
Dell Latitude D820	FW18ZB1	6313	L010
Ricoh Aficio Scanner (Elections)	50500030	6130	L011
Epson Stylus Photo R1800 printer (from Tourism)	GJXE043194	NONE	L012
Equus Computer VIP System-DT	1119757	NONE	L013

S. Paul O'Neal, Chairman
Currituck County Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Ocean Sands Water and Sewer District – Update from the OSWSD Advisory Board – Environmental Assessment and Wastewater Treatment Plant Replacement

Brief Description of Agenda Item

An Environmental Assessment (EA) is required for expansion of the Ocean Sands wastewater treatment plant and disposal system (wastewater facility) beyond its current capacity of 600,000 gpd. An EA is currently being prepared for potential expansion of the wastewater facility up to 1,200,000 gpd to serve Sections G and T. The finding of the EA thus far is the current site is capable of providing sufficient area to treat and dispose of the needed 1,200,000 gpd.

To make the wastewater facility function, a groundwater lowering system is required. This is a series of ponds around the disposal area with an overflow outfall toward the Sound. One of the ponds and the outfall pipe is located on James Johnson's property (Sections U, X and Y). The EA recommends continued usage of the groundwater lowering ponds and outfall as the best option for expansion of the wastewater facility.

Another project currently being worked on is replacement of the Ocean Sands wastewater treatment plant. The current treatment plant is aged and dilapidated to a point requiring replacement. The treatment plant will be replaced in three phases over the next ten years. Funding has been put in place by re-enacting a district tax of five cents in July 2013 and sewer rate increases to 1.5 times the water bill in January 2014. An engineering firm is currently designing phase 1 and has prepared a layout that fits with the buildout expansion presented in the EA.

The OSWSD Advisory Board has been working on these projects with the county staff and wishes to give the Commissioners (acting as OSWSD) an update and request approval to continue moving forward with the EA and wastewater treatment plant replacement project as recommended by the engineering consultants.

A PowerPoint presentation will be made reviewing the sewer EA and replacement project.

Board Action Requested

Action

Person Submitting Agenda Item

Eric Weatherly

Presenter of Agenda Item

Eric Weatherly