

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF  
COMMISSIONERS  
MONDAY NOVEMBER 16, 2009**

The Pamlico County Board of Commissioners met in regular session on Monday November 16, 2009 at 7:00 p.m. in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present. Also present were County Attorney Jim Hicks, County Manager Tim Buck and Clerk to the Board Kathy P. Cayton.

Chairman Paul Delamar called the meeting to order.

Chairman Paul Delamar called for corrections, additions and/or deletions to the minutes of the October 19, 2009 and November 2, 2009 meeting minutes. There three changes were made to the November 2, 2009 minutes, changes were noted and made.

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, the minutes of the October 19, 2009 and the November 2, 2009 with changes noted and corrected to the November 2, 2009 minutes are hereby approved, and the Chairman's signature is authorized thereon.**

There were no additions or deletions to the agenda.

There were no members of the public to speak during public comment period.

The Board then turned their attention to the Consent Agenda.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the following resolutions were unanimously approved.

**BE IT RESOLVED, the following tax releases are hereby approved.**

Name	Year	Tax/Ticket	Reason	Amount
Brown, Beverly	2007	7070910/97969	Vehicle Totaled	\$ 101.95
Vaughn, Mark	2008	25997/Ko7-19-24	Septic Denial	\$ 126.43

**BE IT RESOLVED, the following Memorandum of Agreement between Pamlico County and the Town of Grantsboro regarding the enforcement of the Sign Ordinance is hereby approved.**

PAMLICO COUNTY  
NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR SIGN ORDINANCE ENFORCEMENT**

THIS **INTERLOCAL AGREEMENT FOR SIGN ORDINANCE ENFORCEMENT**, made and entered into this 16<sup>th</sup> day of November, 2009 ("Agreement") by and between **PAMLICO COUNTY**, a body politic and corporate of the State of North Carolina ("County"); and the **TOWN OF GRANTSBORO**, a municipal corporation of the State of North Carolina ("Town").

**ARTICLE 1**  
**Statutory Authority**

Without limitation, the following portions of the General Statutes of North Carolina are recited herein as authority for this Agreement:

1.

**N.C.G.S. § 160A-174 - General ordinance-making power**

"(a) A city may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city, and may define and abate nuisances."

Furthermore, the North Carolina Court of Appeals and North Carolina Supreme Court have held that enactment of a sign ordinance is a valid exercise of the general police powers under N.C.G.S. § 160A -174.

2.

**N.C.G.S. § 160A-461 - Interlocal cooperation authorized**

“Any unit of local government in this State and any one or more other units of local government in this State ... may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes.”

**ARTICLE 2**

**Recitals**

**2.1** The Town has duly enacted a Sign Ordinance (“Sign Ordinance”) within its jurisdiction, which is substantially similar to the County’s sign ordinance.

**2.2** Due to the similarity of the ordinances, and the County’s more extensive staffing and resources available for enforcement of ordinances, the Town has requested, and the County has agreed, for the County to enforce the Sign Ordinance within the Town’s municipal boundaries.

**2.3** The parties therefore enter into this Agreement to provide a more complete understanding of their responsibilities and obligations.

**ARTICLE 3**

**Purpose of Agreement**

The purpose of this Agreement is to set forth the mutual responsibilities and duties of the parties as to the interpretation and enforcement of the Sign Ordinance by the County for the Town within the Town’s municipal boundaries.

**ARTICLE 4**  
**Responsibilities of County**

County agrees as follows:

**4.1** County shall direct its employees and boards to interpret, administer and enforce the Sign Ordinance, as may be amended from time to time, for the Town within the Town's municipal boundaries.

**4.2** County shall keep in force a schedule of fees related to the Sign Ordinance, and is solely entitled to retain said fees. County's schedule of fees for services provided hereunder within the Town shall not exceed the County's schedule of fees for such services provided by it outside of any incorporated municipality.

**4.3** County shall take all steps and actions necessary to achieve the purposes of this Agreement.

**ARTICLE 5**  
**Responsibilities of Town**

Town agrees as follows:

**5.1** Town hereby authorizes and empowers County and its employees and boards, to interpret, administer and enforce the Sign Ordinance within the Town's municipal boundaries.

**5.2** Town shall pay the sum of \$1,000.00 annually, in advance, to County for County's services rendered under this Agreement.

**5.3** Town shall reimburse County for any and all expenses incurred by, and claims asserted against, the County for its actions hereunder, including damages and legal fees; provided, however, that County's actions hereunder were taken in good faith.

5.4 Town shall take all steps and actions necessary to achieve the purposes of this Agreement.

## **ARTICLE 6** **Termination**

Unless otherwise agreed to by the parties, this Agreement may be terminated on sixty (60) days advance written notice by either party for any reason. However, Town's obligations under Section 5.3 shall survive termination of this Agreement.

## **ARTICLE 7** **Miscellaneous**

**7.1 Entire Agreement; Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

**7.2 Severability:** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

**7.3 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

**7.4 Assignment:** Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

**7.5 Covenant of Further Assurances:** The Parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

**7.6 Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

**7.7 Multiple Originals:** This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**7.8 Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Venue for any action shall be in Pamlico County, North Carolina.

**7.9 Consideration:** The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

**IN TESTIMONY WHEREOF, PAMLICO COUNTY** has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and,

**IN TESTIMONY WHEREOF, TOWN OF GRANTSBORO** has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given, all as of the day and year first above written.

**PAMLICO COUNTY**

s/s Paul Delamar, III, \_\_\_\_\_  
Chairman

ATTEST:

s/s \_\_\_\_\_ Kathy Cayton  
Clerk to the Board

**TOWN OF GRANTSBORO**

s/s Clifton Stowe \_\_\_\_\_  
Mayor

ATTEST:

s/s \_\_\_\_\_ Pat Prescott  
Clerk to the Board

The Board then turned their attention to the Correspondence Agenda.

Health Director, Davin Madden requested that the Board appoint three (3) members to the Child Fatality Prevention Team. He is recommending Mr. Wade Sawyer as the Law Enforcement Representative and Mr. David Spruill as the EMS Representative. The third representative has to be the parent of a deceased child that was under the age of 18.

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, that Mr. Wade Sawyer, Law Enforcement Representative and Mr. David Spruill, EMS Representative are hereby appointed the Child Fatality Prevention Team.**

**BE IT FURTHER RESOLVED, the request for a third appointment of a parent of a deceased child under the age of 18 is hereby tabled until the next meeting.**

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Carl Ollison, the following resolution was unanimously approved.

**BE IT RESOLVED, that Mr. Carl Yaeger and Mr. Chris Murray are hereby appointed to the Arapahoe VFD Relief Trustees Board.**

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, that the form sent by Governor Beverly Perdue for nominations to the Coastal Resources Commission appointment in the area of “Wildlife / Sportfishing” will be sent to Mr. Robert Baskervill for submission.**

A motion was made by Commissioner Christine Mele and seconded by Commissioner Jimmy Spain, the Board **tabled** the request for an appointment to the Civilian Military Community Council until more information could be gathered.

The Water Committee’s recommendation was brought before the Board regarding the Pressure Improvement Project. The recommendation will install a 12” transmission main from the Kershaw Water Treatment Plant to Arapahoe. A new booster pump station east of Arapahoe ties into the existing 8” Kershaw Road line and proposed 12” lines, and pumps directly to the proposed Kershaw road line and the proposed 12” line, and pumps directly to the proposed 200,000 gallon Minnesott Beach elevated tank via a new 12” transmission main along NC-306. The service area of the proposed Minnesott Beach elevated tank is isolated from the Grantsboro Water Treatment Plant service area, creating a separate pressure zone south of the Grantsboro Water Treatment Plant. This alternative not only results in pressure improvements in the Minnesott Beach service area, but also greatly improves the pressures in the Camp Seafarer area as well as in and north of the Arapahoe area when compared with all other alternatives considered. The following approximate pressures occur during current max day, peak hour conditions. These pressures are less in the future (2030) based on projected demands but appear should be acceptable when compared with all other alternatives considered

55 psi – 60 psi	North of Arapahoe and South of Grantsboro
59 psi – 70 psi	Camp Seafarer area
59 psi – 70 psi	Minnesott Beach

These pressures are less in the future (2030) based on projected demands but appear to be acceptable when compared with all other alternatives considered.

On a motion made by Commissioner Roy Brinson and seconded by Commissioner Carl Ollison, the following resolution was unanimously approved.

**BE IT RESOLVED, the Pamlico County Board of Commissioners hereby approve the Water Committee's recommendation of Alternative # 3 for Water Pressure Improvement Project at the cost of \$3,949,000 plus any required land or right of ways.**

On a motion made by Commissioner Roy Brinson and seconded by Commissioner Jimmy Spain, the Board went into closed session in accordance with G.S. 143.318.11(a) 6 to discuss a personnel issue.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the Board went back into open session.

The Board stayed in closed session approximately 30 minutes and No action was taken.

Board Members discussed what meetings they had attended.

County Manager Tim Buck congratulated Mr. Pete Anderson, 4-H for his National Award for his 4-H work.

County Manager Tim Buck also thanked the Department Heads Mr. Garry Cooper and Mr. Jesse Bloomberg and crew for their above and beyond duty distributing water and flyers to customers affected by the water line cut.

There being no further business on a motion made by Commissioner Kenny Heath and seconded by Commissioner Ann Holton, the Board adjourned until Monday December 7, 2009 at 7:00 p.m.

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Chairman

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Clerk to the Board