

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, May 05, 2008

Time: 7:00 PM

Work Sessions

6:00 Discussion on Restoration of Historic Jail

Regular Agenda

7:00 p.m. Invocation

Pledge of Allegiance

Item 1 Approval of Agenda

Item 2 Public Comment

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

Item 3 **Update from Fire and EMS Advisory Board**

Item 4 **Public Hearing and Action** PB 08-14 Kilmarlic Health & Racquet Club: Request to establish a Multi Family Overlay Zone on 14.1 acres. The property is located adjacent to the entrance of the Kilmarlic Club on North Side Lane. Tax Map 124, Parcels 57B, 54 and 56, Poplar Branch Township.

Item 5 **Public Hearing and Action** PB 08-15 Deborah Gorham: Request to rezone .97 acres from Agricultural (A) to General Business (GB). The property is located at 5834 Caratoke Highway, Tax Map 84, Lot 13A, Poplar Branch Township.

Item 6 **Public Hearing and Action** PB 08-16 Bob Evans: Request to rezone 2.53 acres from Agricultural (A) to General Business (GB). The property is located at 5828 Caratoke Highway, Tax Map 84, Lot 13B, Poplar Branch Township.

Item 7 **Public Hearing and Action** PB 08-18 Corolla Light Town Center: Request a Special Use Permit for a pony ride concession. The property is located at 1159 Austin Street, Corolla Light Town Center, Poplar Branch Outer Banks Township.

Item 8 **Appointment to College of the Albemarle Board of Trustees**

Item 9 **Appointment to Social Services Board**

Item 10 **Consent Agenda:**

1. Budget amendments
2. Approval of April 21, 2008, Minutes
3. State Aid to Airports Block Grant Agreement to Construct Partial Parallel Taxiway
4. State Aid to Airports Block Grant Agreement for Hangar and Hangar Taxiway Construction

Item 11 Commissioner's Report

Item 12 County Manager's Report

Item 13 **Closed Session:**

1. To discuss personnel

Adjourn

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
MEETING DATE: May 5, 2008
Zoning Map Amendment:
PB 08-14 Kilmarlic Health & Racquet Club**

TYPE OF REQUEST: Request to establish a 14.1 acre Residential Multi-Family (RMF) overlay district.

LOCATION: The property is located adjacent to the entrance to the Kilmarlic Club at 101 Wimbledon Court.

TAX ID: Map 124, Parcels 57B, 54 and 56

OWNER: WGH&L, LLC
4112 N. Croatan Hwy.
Kitty Hawk, NC 27949

APPLICANT: Rob Lawson
1248 Duck Rd., Suite 201
Duck, NC 27949

ZONING:	<u>Current Zoning</u> General Business (GB)	<u>Proposed Zoning</u> Residential Multi-Family Overlay (RMF)
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ZONING HISTORY: Parcels 54, 56 and 57A were split zoned GB and A on the April 2, 1989 zoning atlas and were rezoned to GB on January 6, 2003.

Parcel 57B was created as a separate lot from 57A on February 13, 2003 by the "Kilmarlic Health and Racquet Club" Private Access Subdivision.

A previous request for a RMF overlay district was denied by the Board of Commissioners on July 17, 2006.

SURROUNDING PROPERTY:

	Use	Zoning
NORTH:	Undeveloped/Agricultural	A
SOUTH:	Kilmarlic Club/Undeveloped	A
EAST:	Residential	GB/RMF
WEST:	Kilmarlic Club/ Undeveloped	R

EXISTING LAND USE: Kilmarlic Health and Racquet Club

PROPOSED LAND USE: To allow villa type multi-family development.

**LAND USE PLAN
CLASSIFICATION:**

The 2006 Land Use Plan classifies the site as **Full Service** within the **Point Harbor Sub-Area**.

With respect to residential uses, base development density is contemplated to be 2 units per acre but could be increased to 3-4 units per acre through overlay zoning depending upon services available and the potential impact on the surrounding area. A greater diversity in housing types (i.e. semi-detached, attached, multi-family) would be considered appropriate in the Full Service areas.

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

The following policies are also relevant to this request:

POLICY AG3: County ACTIONS CONCERNING INFRASTRUCTURE (e.g. schools, parks, and utilities) and regulations shall serve to direct new development first to targeted growth areas near existing settlements identified as Full Service Areas on the Future Land Use Map.

POLICY AG6: For areas experiencing intense development pressure, new residential development may be allowed to locate in COMPACT, VILLAGE-LIKE CLUSTERS, PREFERABLY NEAR EXISTING, NON-AGRICULTURAL ACTIVITIES AND SERVICES, or in other locations that will not interfere with resource production activities.

POLICY HN1: Currituck County shall encourage development to occur at densities appropriate for the location. LOCATION AND DENSITY FACTORS shall include whether the development is within an environmentally suitable area, the type and capacity of sewage treatment available to the site, the adequacy of transportation facilities providing access to the site, and the proximity of the site to existing and planned urban services.

**PUBLIC SERVICES
AND UTILITIES:**

The Lower Currituck Volunteer Fire Department provides fire protection for this area. Electric service, telephone, and public water are available.

TRANSPORTATION:

The property is accessed by Wimbledon Court, adjacent to the entrance of the Kilmarlic Club.

FLOOD ZONE:

Most of the property is located in flood zone AE (7). The remainder of the property is located outside of the flood zone (Zone X).

SOILS:

The Currituck County Soil Suitability map indicates this property contains soils that are Marginal and Un-Suitable.

STAFF

RECOMMENDATION:

Staff recommends **approval** of the request to establish a 14.1 acre Residential Multi-Family (RMF) overlay district for the following reasons:

1. The proposed zoning amendment is in general compliance with the policy emphasis of the Point Harbor Sub-Area and policies AG3, AG6, and HN1 of the 2006 Land Use Plan.
2. The maximum density of four dwelling units per acre is compatible with previously approved RMF overlay districts in the immediate area.
3. The subject property's existing zoning designation of General Business would conceivably allow more intense and less compatible uses than a villa type multi-family development.
4. Considering the broad range of infrastructure and service investments that exist in the immediate area and the establishment of the Kilmarlic Health & Racquet Club facility, this parcel is a logical location for an attached housing project.

PLANNING BOARD DISCUSSION

Mr. Kovacs asked if the land is suitable for septic.

Mr. Woody stated the property contains soils that are marginal and un-suitable. The un-suitable soil is primarily the wooded area where the wetlands are.

Mr. Valdivieso stated the property has been evaluated by a license soil scientist, Dave Meyer and some proposed sites have been picked out for on-site septic system.

Mr. West stated that most of the property is located in flood zone AE (7).

Mr. Lawson provided more information where the septic systems would be located.

Mr. Kovacs asked how many units they are planning.

Mr. Lawson stated they were looking at 35 units originally, but somewhere in the low 30's.

Mr. Woody stated if the rezoning is approved when they come back for a sketch plan/special use permit more details will be provided at that point and the issue of septic will be addressed.

Mr. West stated he did not see any comments from county personnel in the case analysis.

Mr. Woody stated that the planning staff does the review of rezoning cases which is based upon the Land Use Plan.

Mr. Valdivieso stated that they are asking for approval of the rezoning request tonight and when they come back with the sketch plan/special use permit then the Technical Review Committee will review and make comments.

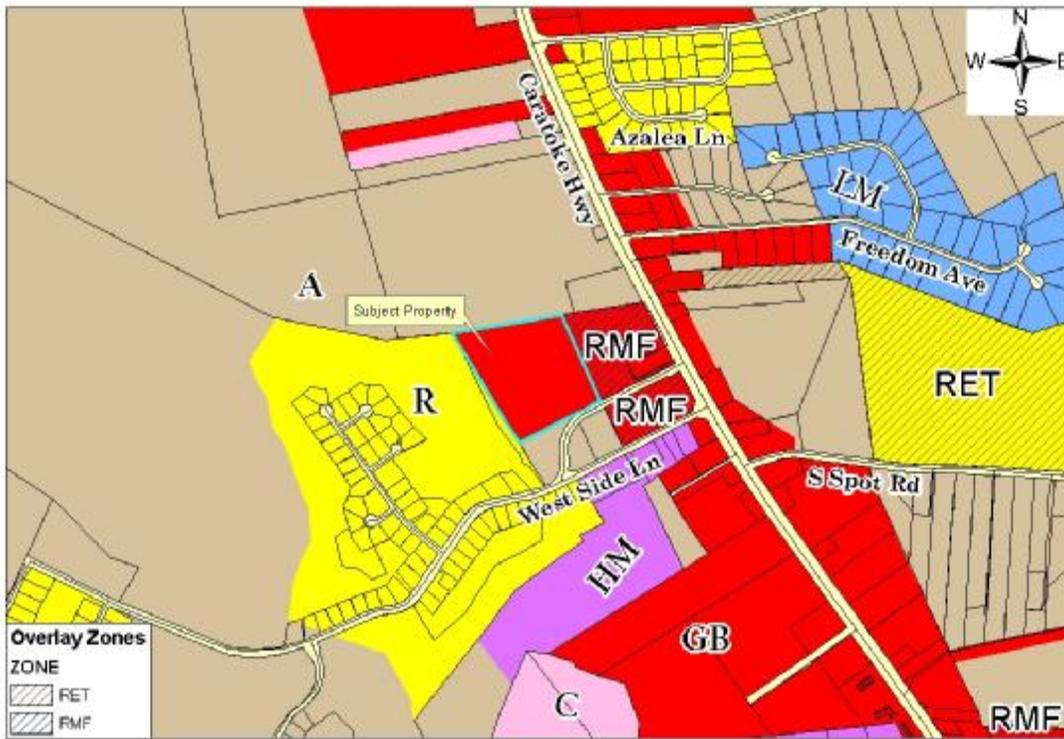
ACTION

Ms. Turner motion to recommend approval with staff recommendations to establish a Multi Family Overlay Zone on 14.1 acres according to the 2006 Land Use Plan. Mr. Kovacs seconded the motion. Motion passed unanimously.



**PB 08-14 KILMARLIC HEALTH CLUB
RMF OVERLAY DISTRICT**

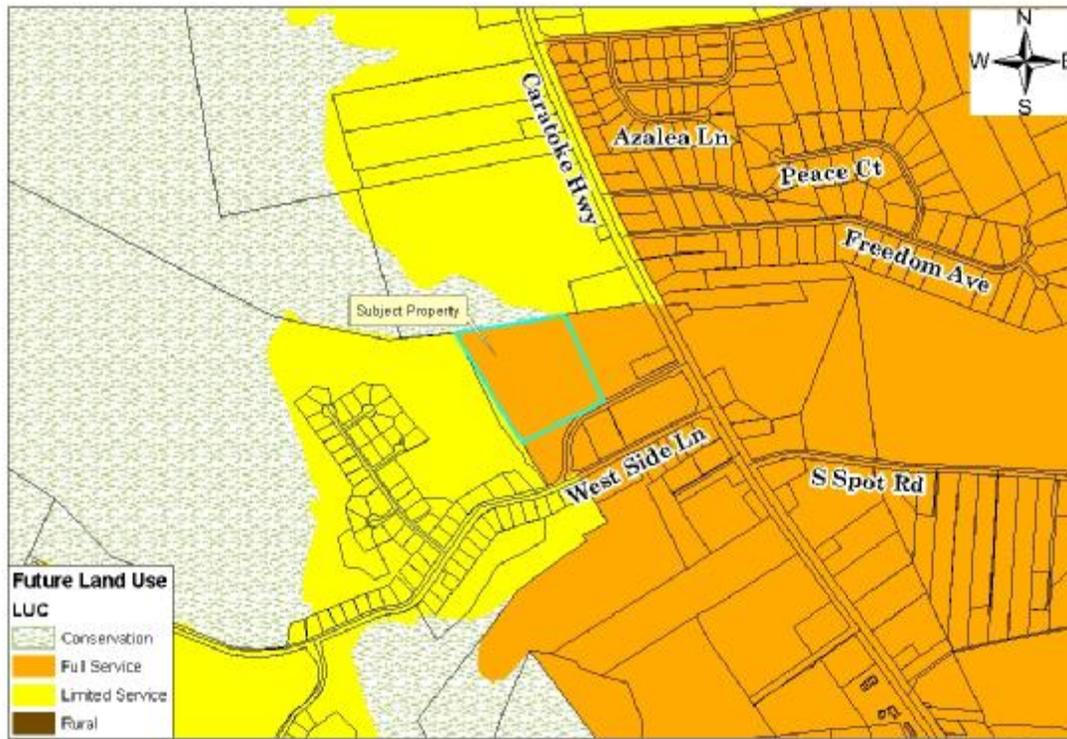
0 200 400 600 1,200 Feet
Currituck County Planning Department



**PB 08-14 KILMARLIC HEALTH CLUB
RMF OVERLAY DISTRICT**

0 250 500 1,000 1,500 Feet
Currituck County Planning Department





**PB 08-14 KILMARLIC HEALTH CLUB
 RMF OVERLAY DISTRICT**

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
MEETING DATE: May 5, 2008
Zoning Map Amendment:
PB 08-15 Deborah Gorham**

TYPE OF REQUEST: Request to rezone .97 acres from Agricultural (A) to General Business (GB).

LOCATION: The property is located in Poplar Branch at 5834 Caratoke Highway, Poplar Branch Township.

TAX ID: 0084-000-013A-0000

OWNER: Deborah L. Gorham
11770 Gailemont Ct
Woodbridge VA 22192

APPLICANT: Bill Owen
Seaboard Surveying and Planning Inc
PO Box 58
Nags Head NC 27959

ZONING:	<u>Current Zoning</u> Agricultural (A)	<u>Proposed Zoning</u> General Business (GB)
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ZONING HISTORY: The property was zoned Agricultural (A) on the 1989 zoning atlas.

SURROUNDING PROPERTY:

	Use	Zoning
NORTH:	Single Family Dwelling	GB
SOUTH:	Vacant	A
EAST:	Vacant, Farmland	GB
WEST:	Single Family Dwelling	A

EXISTING LAND USE: Single Family Dwelling

PROPOSED LAND USE: To allow multi-family development.

**LAND USE PLAN
CLASSIFICATION:**

The 2006 Land Use Plan classifies the site as **Limited Service Area** within the Aydlett, Waterlily, and Churches Island sub-area.

The purpose of the Limited Services Area class is to provide for primarily residential development at **low densities** (one unit per acre). With respect to nonresidential uses, it is essential that the existing community character be preserved.

The policy emphasis of this plan is for developable areas of Aydlett, Waterlily, and Churches Island to remain as **low-density** (one unit per acre) residential areas at one unit per acre. While services that satisfy direct public health, safety, and general welfare needs, such as fire protection, law enforcement, and emergency medical services are to be welcomed, no commercial development should be permitted in these areas.

The following policies are also relevant to this request:

POLICY ES1: New development shall be permitted to locate only in areas with **SUITABLE SOIL** and where ADEQUATE INFRASTRUCTURE is available.

POLICY AG3: County ACTIONS CONCERNING INFRASTRUCTURE (e.g. schools, parks, and utilities) and regulations shall serve to **direct new development first to targeted growth areas near existing settlements identified as Full Service Areas on the Future Land Use Map.**

POLICY CA1: The important economic, tourism, and community image benefits of attractive, functional MAJOR HIGHWAY CORRIDORS through Currituck County shall be recognized. Such highway corridors, beginning with US 158 and NC 168, shall receive priority attention for improved appearance and development standards, including driveway access, landscaping, buffering, signage, lighting and tree preservation.

This request for a General Business zone **does not comply** with the 2006 Land Use Plan Limited Services classification within the Aydlett, Waterlily, and Churches Island sub-area.

TRANSPORTATION:

The site has approximately 85 linear feet of frontage on Caratoke Highway.

FLOOD ZONE: AE (6.0') and Shaded X.

**PUBLIC SERVICES
AND UTILITIES:**

The Lower Currituck Volunteer Fire Department provides fire protection for this area. Electric service, telephone, and public water are available.

SOILS: The Currituck County Soils map indicates the property contains NOT SUITABLE soils for on-site septic.

STAFF

RECOMMENDATION:

Upon evaluating the application, staff concludes that the proposed rezoning does not satisfy the above-referenced criteria and for the reasons listed below staff recommends **denial**:

- 1) There appears to be ample land zoned General Business in the county to meet the needs. This request does not appear to meet the test indicated in UDO Section 2407 that there is an extraordinary showing of public need or demand.
 - a. Total GB zoned property = 4,278 acres (2.6% of all zoning)
 - b. Total GB zoned property developed for commercial use = 1,167 acres
 - c. Total percentage of GB zoned property actively used as commercial = 27%
- 2) The proposed rezoning **does not** comply with the 2006 Land Use Plan designation of Limited Service due to the range of uses permitted by right in a General Business zone that may not be compatible with the neighborhood. Staff suggested a conditional zoning application.
- 3) The proposed rezoning "to allow for multi-family housing" does not comply with the 2006 Land Use Plan definition of low density (one unit per acre) as required within this sub-area.
- 4) This request does not comply with Land Use Plan policies ES1 and AG3.

PLANNING BOARD DISCUSSION

Mr. Owen stated that Mr. Webb made a suggestion that he file this request as a Conditional Zoning Request. Mr. Owen stated his client's would like to do some low cost, multi family development here and by combining these two parcels it would give them about 9 units. His client would like to do a small real estate office but decided not to do this. Mr. Owen and his client understand the concerns the staff have but his client's main purpose in requesting the rezoning is for the multi family use and the density of 2.5 units per acre. Mr. Owen asked if the board could change this request tonight to a Conditional Zoning Request his client would agree to this.

Mr. Woody stated they would have to reapply for a Conditional Zoning Request and start the process over.

Mr. Kovacs asked if the applicant would have to ask to have this removed from the agenda if they were going to file this as a Conditional Zoning Request.

Mr. Woody stated "yes". Mr. Owen could request that these applications be withdrawn otherwise the board will need to act on the request as presented.

Mr. Owen stated he would like the board to take action tonight and then they could decide later if they would like pursue the Conditional Zoning Request.

ACTION

Mr. West motion to recommend denial with staff recommendations to rezone .97 acres from Agricultural (A) to General Business (GB) according to the 2006 Land Use Plan. Mr. Keel seconded the motion. Motion passed unanimously.



**PB 08-15 DEBORAH GORHAM
REZONING REQUEST
ZONING CLASSIFICATION**

0 80 160 320 480 Feet
Currituck County Planning Department



**PB 08-15 DEBORAH GORHAM
REZONING REQUEST
LAND USE PLAN CLASSIFICATION**

0 80 160 320 480 Feet
Currituck County Planning Department





**PB 08-15 DEBORAH GORHAM
 REZONING REQUEST
 SEPTIC SUITABILITY CLASSIFICATION**

0 80 160 320 480 Feet

Currituck County Planning Department



**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
MEETING DATE: May 5, 2008
Zoning Map Amendment:
PB 08-16 Bob Evans**

TYPE OF REQUEST: Request to rezone 2.53 acres from Agricultural (A) to General Business (GB).

LOCATION: The property is located in Poplar Branch at 5828 Caratoke Highway, Poplar Branch Township.

TAX ID: 0084-000-013B-0000

OWNER: Bob Evans
105 Scarborough Lane
Duck NC 27949

APPLICANT: Bill Owen
Seaboard Surveying and Planning Inc
PO Box 58
Nags Head NC 27959

ZONING:	<u>Current Zoning</u> Agricultural (A)	<u>Proposed Zoning</u> General Business (GB)
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ZONING HISTORY: The property was zoned Agricultural (A) on the 1989 zoning atlas.

SURROUNDING PROPERTY:

	Use	Zoning
NORTH:	Single Family Dwelling	A
SOUTH:	Vacant	A
EAST:	Vacant, Farmland	GB and A
WEST:	Single Family Dwelling	A

EXISTING LAND USE: Vacant

PROPOSED LAND USE: To allow multi-family development.

**LAND USE PLAN
CLASSIFICATION:**

The 2006 Land Use Plan classifies the site as **Limited Service Area** within the Aydlett, Waterlily, and Churches Island sub-area.

The purpose of the Limited Services Area class is to provide for primarily residential development at **low densities** (one unit per acre). With respect to nonresidential uses, it is essential that the existing community character be preserved.

The policy emphasis of this plan is for developable areas of Aydlett, Waterlily, and Churches Island to remain as **low-density** (one unit per acre) residential areas at one unit per acre. While services that satisfy direct public health, safety, and general welfare needs, such as fire protection, law enforcement, and emergency medical services are to be welcomed, no commercial development should be permitted in these areas.

The following policies are also relevant to this request:

POLICY ES1: New development shall be permitted to locate only in areas with **SUITABLE SOIL** and where ADEQUATE INFRASTRUCTURE is available.

POLICY AG3: County ACTIONS CONCERNING INFRASTRUCTURE (e.g. schools, parks, and utilities) and regulations shall serve to **direct new development first to targeted growth areas near existing settlements identified as Full Service Areas on the Future Land Use Map.**

POLICY CA1: The important economic, tourism, and community image benefits of attractive, functional MAJOR HIGHWAY CORRIDORS through Currituck County shall be recognized. Such highway corridors, beginning with US 158 and NC 168, shall receive priority attention for improved appearance and development standards, including driveway access, landscaping, buffering, signage, lighting and tree preservation.

This request for a General Business zone **does not comply** with the 2006 Land Use Plan Limited Services classification within the Aydlett, Waterlily, and Churches Island sub-area.

TRANSPORTATION:

The site has approximately 289 linear feet of frontage on Caratoke Highway.

FLOOD ZONE: AE (6.0') and Shaded X.

**PUBLIC SERVICES
AND UTILITIES:**

The Lower Currituck Volunteer Fire Department provides fire protection for this area. Electric service, telephone, and public water are available.

SOILS: The Currituck County Soils map indicates the property contains NOT SUITABLE soils for on-site septic.

STAFF

RECOMMENDATION:

Upon evaluating the application, staff concludes that the proposed rezoning does not satisfy the above-referenced criteria and for the reasons listed below staff recommends **denial**:

- 1) There appears to be ample land zoned General Business in the county to meet the needs. This request does not appear to meet the test indicated in UDO Section 2407 that there is an extraordinary showing of public need or demand.
 - a. Total GB zoned property = 4,278 acres (2.6% of all zoning)
 - b. Total GB zoned property developed for commercial use = 1,167 acres
 - c. Total percentage of GB zoned property actively used as commercial = 27%
- 2) The proposed rezoning **does not** comply with the 2006 Land Use Plan designation of Limited Service due to the range of uses permitted by right in a General Business zone that may not be compatible with the neighborhood. Staff suggested a conditional zoning application.
- 3) The proposed rezoning “to allow for multi-family housing” does not comply with the 2006 Land Use Plan definition of low density (one unit per acre) as required within this sub-area.
- 4) This request does not comply with Land Use Plan policies ES1 and AG3.

PLANNING BOARD DISCUSSION

Mr. Midgette stated that this case was presented at the same time the PB 08-15 Deborah Gorham case was presented.

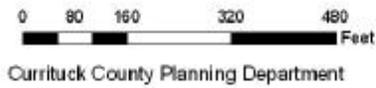
Mr. Keel stated that a lot of cases are coming to the Planning Board as affordable housing. In the last seven years how many houses are affordable, what is considered affordable housing, and how many are built as affordable housing.

ACTION

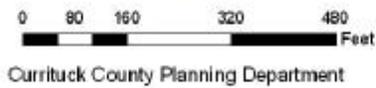
Mr. Keel motion to recommend denial with staff recommendations to rezone 2.53 acres from Agricultural (A) to General Business (GB) according to the 2006 Land Use Plan. Mr. Etheridge seconded the motion. Motion passed unanimously.



**PB 08-16 BOB EVANS
REZONING REQUEST
ZONING CLASSIFICATION**



**PB 08-16 BOB EVANS
REZONING REQUEST
LAND USE CLASSIFICATION**





**PB 08-16 BOB EVANS
REZONING REQUEST
SEPTIC SUITABILITY CLASSIFICATION**

0 80 160 320 480 Feet

Currituck County Planning Department



**CASE ANALYSIS FOR THE
Board of Commissioners
MEETING DATE: May 5, 2008
Special Use Permit
PB 08-18 Corolla Light Town Center**

TYPE OF REQUEST: SPECIAL USE PERMIT FOR PONY RIDE CONCESSION

LOCATION: 1159 Austin Street, Corolla Light Town Center, Corolla

ZONING DISTRICT: General Business (GB)/PUD

TAX ID: Tax Map 115, Parcel 2P2B
115B-000-2P2B-0000

OWNER: Corolla Light Town Center, LLC
P.O.Box 235
Corolla, NC 27927

APPLICANT: Vickie Garvey
P.O.Box 134
Corolla, NC 27927

SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Corolla Light PUD WWTP	Zoned R01/PUD
SOUTH:	Residential	Zoned R01/PUD
EAST:	Residential/Stormwater Pond	Zoned R01/PUD
WEST:	Residential	Zoned R01/PUD

LAND USE PLAN

CLASSIFICATION: The 2006 Land Use Plan classifies the site as **Full Service** within the **Outer Banks** sub-area.

NARRATIVE:

1. Corolla Light Town Center, LLC is requesting a Special Use Permit for 1159 Austin Street, in the Corolla Light Town Center, in Currituck County for a pony ride concession.

2. The parcel consists of 292,287.6 sq. ft. (6.71 acres) in area.

3. This property is zoned General Business and the Table of Permissible uses allows horse back riding in this zoning district with a Special Use Permit within a PUD.

4. A site plan dated February 25, 2008 has been submitted. On March 25, 2008 Maureen O'Shea, Planner conducted an on-site review with the following findings:

- a) The pony ride concession area shall be on existing grass area. There will not be an increase in lot coverage.
- b) The pony ride concession and participant waiting areas are on existing grass and will not impede any required parking spaces or pedestrian thoroughfare. The activity shall not be on asphalt.

QUESTION(S) BEFORE THE BOARD:

Special Use Permit Criteria and Staff Findings:

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the Special Use Permit procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to Conditions of Approval to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. **COMPLETENESS OF THE APPLICATION**

Suggested Findings:

- a) The application is complete.

2. **COMPLIANCE WITH ORDINANCE REQUIREMENTS**

Suggested Findings:

- a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

- i. The proposed use **will not** materially endanger the public health or safety for the following reasons:

Suggested Findings:

- 1. According to County Tax Maps, nearest residential dwellings to the tract are to the south and east along Gray Court and Franklyn Street. The parcel is currently a well established commercial area which includes apartments and a skateboard park.

- ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:

Suggested Findings:

- 1. The Unified Development Ordinance indicates that the operation of Outdoor Storage is a permitted land use with a Special Use Permit in a General Business (GB)/PUD zoning district.

- iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.

Suggested Findings:

1. The parcel is currently a well established commercial area which includes a grocery store, restaurants and specialty retail shops and is therefore in keeping with the character of the surrounding area.

- iv. The proposed use **will** be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plan officially adopted by the Board of Commissioners.

Suggested Findings:

1. The 2006 Land Use Plan classifies this site as Full Service and the proposed use is in keeping with the policies of the plan.
2. The site is located along a two-lane Major Collector Road according to the 1988 Thoroughfare Plan.

- v. The proposed use **will not** exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available in.

Suggested Findings:

Approval of this request should have no impact upon public facilities.

TECHNICAL REVIEW COMMITTEE COMMENTS:

Soil Conservation, Mike Doxey

3/24/08 - Approved as is.

Fire Chief, Rick Galganski

3/24/08 - Approved with the following comments: As long as the county feels parking will not be an issue; reminder not to block fire lanes and roads or hydrants; must have access for EMS for easy egress inside compound on 2 sides opposite each other.

Cooperative Extension, Rodney Sawyer

3/26/08 discussion comments:

- Wild horse endorsing? – get validation letter

- Wild Horse Days

Is it shifted to CLTC? Is Heritage Park aware? Is it an extension of wild horse days? Answer: 2 days at Heritage Park, 1 day at CLTC

- Contractor responsible for all required maintenance of the concession:

For each horse/pony proof of provided to the county & on-site at all times: Veterinary Health Certificate required (renewed every 30 days), & All vaccinations be current, & Current Coggins Test (dated w/in 6 months), & Equine Infectious Anemia (EIA)

- Daily clean up and removal of pony waste materials:

Specify and detail how waste is being removed/disposed of daily

- Animal Control to review application & site

- Periodic patrol/site visits & Request a site visit
- Are there size restrictions for the riders?
 - Spotter / safety belt
 - ADA / handicapped – required to have side walkers & leaders
- Will horses/ponies be lead? Picket line?
- Water access/trough where?
- General Statutes risk law – post disclaimer the NC Dept of Agriculture sign posted – GS states riders understand danger & releases liability etc. and holding operator etc. harmless - waiver form – how getting waiver signed by riders?
- Horses are to be a minimum of 100 ft. from a well source.

STAFF RECOMMENDATION

The proposal appears to meet the criteria for granting a Special Use Permit and staff recommends approval contingent upon the following conditions:

1. Pony ride concession area shall be limited to the area depicted on the approved site.
2. Proof of NC Department of Agriculture Equine Event Permit required.
3. Concession must be operated and maintained in a healthy and safe manner. Healthy and safe is defined as, but not limited to: fences kept in good repair; potable water available on demand; protection from wind or rain; a sign posted indicating the name and phone number of the person to be contacted in case of emergency.
4. Concession area shall be maintained in a sanitary manner free from noxious odors.
5. All concession supplies shall be properly secured to prevent theft or unauthorized use.
6. Concession supplies shall not pose a hazard during periods of severe weather conditions. When a storm is imminent the concession supplies shall be anchored for 120 mph winds or removed and stored accordingly.
7. The concession shall be allowed the third Friday of May through Labor Day and Thanksgiving weekend (Thursday through Sunday).
8. No additional signage, except with an approved sign permit, shall be permitted with this use.
9. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by the Board of Commissioners, a copy of which will be filed in the office of the Planning and Inspections Department.
10. The ponies/horses will not be kenneled overnight at the subject property or within the RO1 zoning district.

PLANNING BOARD DISCUSSION

Ms. Robbins asked if the building that was going to be put on the site, will it be a permanent building.

Ms. O'Shea stated that the site plan that has been approved for the shopping center has a building which has not been built. The building that has not been built will be the site for the ponies.

Ms. O'Shea stated that the wild horse museum in Corolla Village has opened a second shop in the Corolla Light Town Center.

Ms. Garvey stated that the ownership structure and management of the Corolla Light Town Center has changed over the last year. The town center was suffering from a negative view over the last few years. Ms. Garvey stated that they offered the wild horse museum store front space on Route 12 and they would like to work with them to promote the wild horse fund. It is something they believe in and it has close ties to the heart of Corolla. Ms. Garvey talked about guidelines, health, safety well-being of the guests and ponies, riders, and neighbors.

Ms. McDonnell stated that most of the parking is in the back of the Corolla Light Town Center which would create safety issues.

Ms. Collins stated she is concerned with the site location which is bordered by two streets and parking spaces on the other two sides. On Austin Street a small play area where small children can play sits under two large trees. This is the only shaded area in this proposed site and the only area where the ponies could get shade. Ms. Collins stated that the site does not have a waiting area for parents and children. Ms. Collins stated that along with all the safety issues, this is just one more attempt to make Corolla a carnival like atmosphere. She is asking that the board not to approve the request.

Ms. Garvey provided a drawing that showed the layout of the site.

Mr. West asked is any consideration had been given to move the play area which is under the shaded trees.

Ms. Garvey stated the ponies will share a different part of the shaded area.

Mr. West asked if the area where the ponies will be ridden is 30' x 52'.

Ms. Garvey stated she did not know the exact measurement.

Mr. West asked if it is a double fence between Route 12 and Austin Street where the pony rides will take place.

Ms. Garvey stated that there is one fence between Route 12 and Austin Street.

Ms. Turner asked what the schedule of operation will be.

Ms. Garvey stated the pony rides will be up to 8 hours per day and they will operate from the third Friday of May through Labor Day and Thanksgiving weekend (Thursday through Sunday).

Ms. Turner asked if this would be a one year permit.

Mr. Woody stated that typically the BOC has put a time limit on Special Use Permits. After the time limit has expired which could be one year or two years, the applicant will come back before the BOC and they will reassess the permit.

Ms. Robbins asked where the trailers will be stored during the day.

Ms. Garvey stated that they will be kept off the site during the day and brought back during the evening to pick up the ponies.

Mr. West asked what days will they be doing the pony rides.

Ms. Garvey stated Monday through Friday.

ACTION

Ms. Robbins motion to recommend approval with staff recommendations for the Special Use Permit as presented with a 2-year limit. Ms. Turner seconded the motion. Motion passed unanimously.

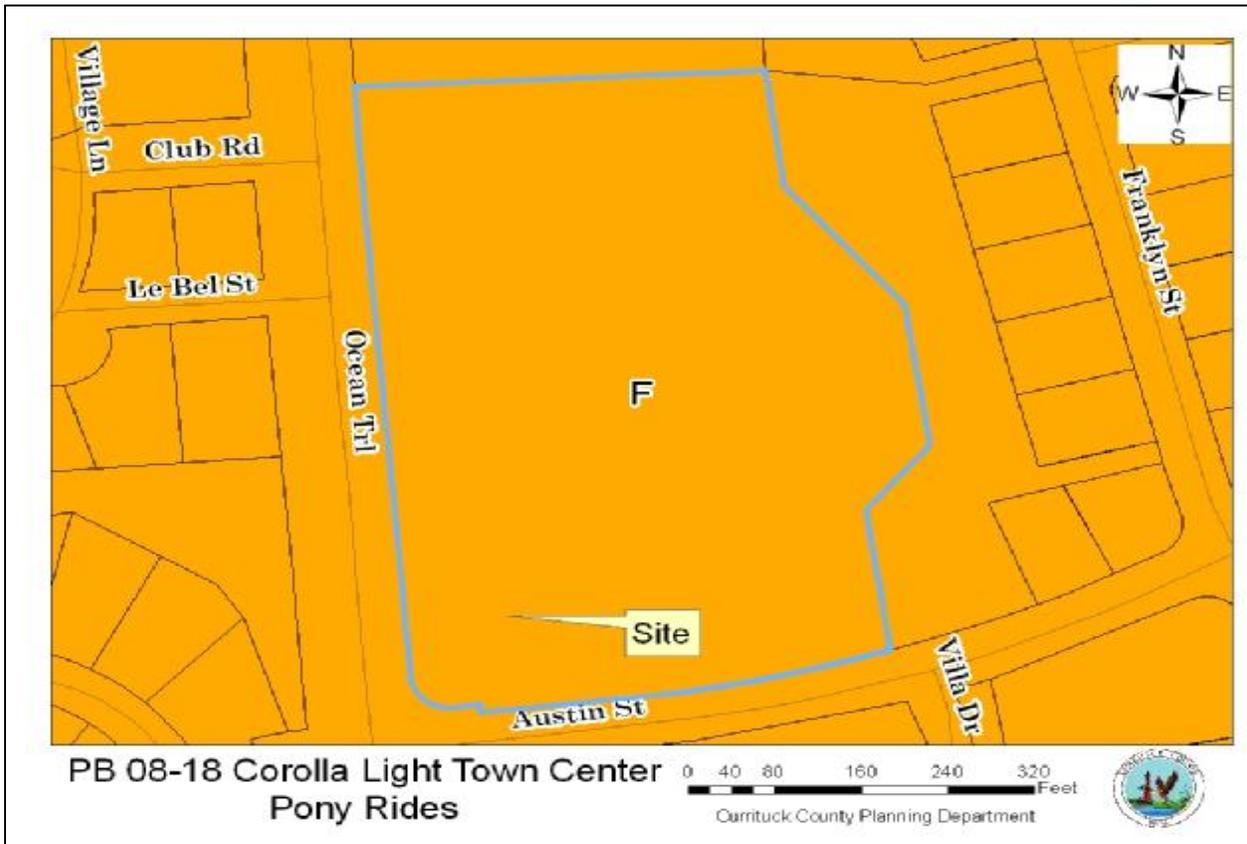


PB 08-18 Corolla Light Town Center
Pony Rides





PB 08-18 Corolla Light Town Center
Pony Rides

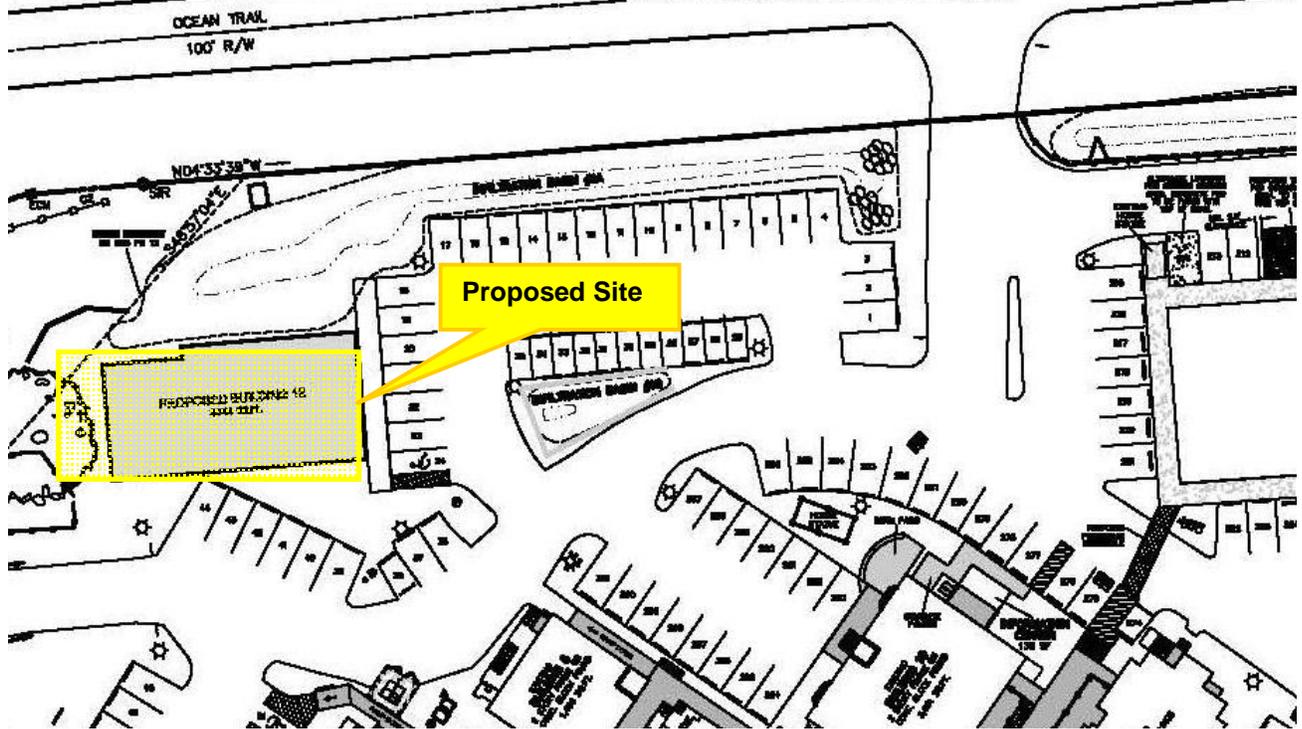


PB 08-18 Corolla Light Town Center
Pony Rides



COROLLA LIGHT TOWN CENTER

AMENDED SITE PLAN



Equine Event Permit

Horse owners can apply for interstate health permit

Horse owners who frequently travel out of state with their animals for horse shows and festivals can take advantage of a new agreement between Southern states that will eliminate the need to obtain monthly animal health certificates.

The agreement between Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Virginia and West Virginia will allow horse owners to apply for an Equine Event Permit that will be good for up to six months in any of the listed states. Some states had reciprocal agreements in the past, but this is the first agreement of its kind in South.

"I think equine owners will appreciate the savings this permit will offer in both time and money," State Veterinarian Dr. David Marshall said. "I don't think the extended length of the health certificate will affect the health of our horses. Event managers will still have the right to turn away any animal that is visibly sick, and Veterinary Division personnel will continue to make random health checks at events. The equine community is very conscious of illnesses and takes the necessary precautions to prevent the spread of diseases among animals."

To receive a permit, North Carolina horse owners must send proof of a negative Coggins test and Certificate of Veterinary Inspection along with an application and a \$5 processing fee for each animal to the N.C. State Veterinarian. Owners must also submit proof of permanent identification, which includes tattoos, brands, microchips or digital photos showing the left and right sides, as well as a frontal view, of the horse. All photos must include a full view of the horse from the tips of the ears to the hooves. Digital photos will not be accepted as a form of identification in Louisiana.

The issued permit will be good for six months, unless the Coggins test expires beforehand. Owners will still be required to carry the Coggins information and original health certificate with them when they travel. Owners will also be required to travel with a microchip reader if the equine is identified by microchip. If traveling to Arkansas or Oklahoma, the Coggins test must have been performed within the previous seven months.

Equine owners carrying a equine event permit will also be required to carry an accurate, up-to-date event itinerary that documents each equine movement. An itinerary form is included with the application.

The application can be downloaded or obtained by calling (919) 733-7601.

NCD&CS Veterinary Division, Dr. David Marshall, DVM, State Veterinarian

Mailing Address:1030 Mail Service Center, Raleigh, NC 27699-1030

Physical Address: 2 W. Edenton Street, Room 472, Raleigh, NC 27601

Phone: (919) 733-7601; **FAX:** (919) 733-2277

Mailing Address:1030 Mail Service Center, Raleigh, NC 27699-1030

Physical Address: 2 W. Edenton Street, Room 472, Raleigh, NC 27601

Phone: (919) 733-7601; **FAX:** (919) 733-2277



www.albemarle.edu

February 20, 2008

Elizabeth City Campus

P.O. Box 2327
Elizabeth City, NC 27906
(252) 335-0821
(252) 335-2011 fax

Dare County Campus

132 Russell Twiford Road
Manteo, NC 27954
(252) 473-2264
(252) 473-5497 fax

Edenton-Chowan Administration Building

1316-C North Broad St.
Edenton, NC 27932
(252) 482-7900
(252) 482-7999 fax

Mr. Barry C. Nelms, Chair
Currituck County Board of Commissioners
104 Kelly Lane
Poplar Branch, NC 27965

Dear Mr. Nelms:

Janet Taylor has served as a member of our Board of Trustees since January 2007, having been appointed by the Currituck County Board of Commissioners in December 2006. She is completing the unexpired term of Paul Martin. Mrs. Taylor's term will end June 30, 2008, at which time she may be reappointed or replaced. The term for trustee appointments is four years and would end on June 30, 2012. Enclosed is our current trustee membership for your information. Mrs. Taylor is a very effective and supportive trustee to COA.

On behalf of the Board of Trustees, I want to thank you and the Commissioners for your support of COA.

Sincerely yours,

Lynne M. Bunch
President

Enclosure

cc: Daniel F. Scanlon II
County Manager

COLLEGE OF THE ALBEMARLE

Lynne M. Bunch, President
 1208 N. Road Street (P.O. Box 2327), Elizabeth City, NC 27906-2327
 [252-335-0821, Ext. 2234 | Direct: [252-335-7632] | lbunch@albemarle.edu
 [252] 335-2350 FAX
 Trustee Region: 6

2007-2008 BOARD OF TRUSTEES DIRECTORY

TRUSTEE NAME/ OCCUPATION/SPOUSE	MAILING ADDRESS	PHONE/FAX/E-MAIL Area Code (252)	APPOINTED BY	TERM ENDS
Harry Lee Winslow <i>{Anna}</i> CHAIR Partner, Winslow & Son, Inc.	613 Gliden Road Belvidere, NC 27919	297-2233 (H/O) 297-3211 (FAX)	County Commissioners [Chowan]	1998-2009
G. Matt Wood <i>{Holly}</i> VICE-CHAIR and ETHICS LIAISON Owner/President, Albemarle Propane	1609 Parkview Drive Elizabeth City, NC 27909	338-8676 (H) 338-1900 (O) 338-2120 (FAX) gmattwood@mac.com	County Commissioners [Pasquotank]	2000-2008
Rev. Charles L. Foster <i>{Ruby}</i> Pastor and Part-time Instructor, ECSU	1200 Southern Avenue Elizabeth City, NC 27909	338-3063 (H) 335-3683 (FAX)	Governor	1995-2007 (Pending)
Douglas S. Gardner ** <i>{Diana}</i> Financial Consultant, Smith Barney [Completing unexpired term of Oliver S. Etheridge]	10 Bateman Drive Elizabeth City, NC 27909	330-3535 (H) 335-1900 (O) 335-4287 (FAX) Douglas.s.gardner@smithbarney.com	County Commissioners [Pasquotank]	2007-2010
Dr. Glenda F. Griffin ** Retired Educator [Completing unexpired term of Lucy Gordon]	P.O. Box 1006 200 Rountree Drive Elizabeth City, NC 27906-1006	335-5084 (H) 335-3795 (FAX) glendafaye@embarqmail.com	Board of Ed. [Elizabeth City- Pasquotank]	2007-2008
Marion Harris, Jr. ** <i>{Wilma}</i> Retired Educator	794 Oak Stump Road Elizabeth City, NC 27909	335-2029 (H) marionandwilma@embarqmail.com	Board of Ed. [Elizabeth City- Pasquotank]	2007-2011
Sonja W. Hibbard Sonja W. Hibbard, CPA PAST CHAIR	103 E. Main Street Elizabeth City, NC 27909	338-2371(H) 338-4055(W) 338-5173(FAX) sonjahibbard@embarqmail.com	Governor	2005-2009
Benjamin C. Hobbs <i>{Jackie}</i> Owner/Proprietor Hobbs Furniture Making Classes and Beechtree Inn & Restaurant	948 Pender Road Hertford, NC 27944	426-1593 (H) (W) 426-1593 (FAX) 426-7815 (W-BI&R) bhobbs@hobbsfurniture.com	County Commissioners [Perquimans]	2005-2009
Richard A. Johnson <i>{Cheryl}</i> Market and Business Service Technician Embarq	100 Carolina Court West Manteo, NC 27954	473-5259 (H) 473-8499 (O) 473-8311 (C) 473-4987 (FAX) richardj@co.dare.nc.us	County Commissioners [Dare]	1999-2008

Dr. W. Roger Lambertson <i>{Joyce}</i> Retired Naval Officer Retired Lockheed, Director Program for Space and Missiles	P.O. Box 311 162 Sand Hills Road Camden, NC 27921	331-2057 (H) 331-1969 (FAX) wrlambertson@simflex.com	County Commissioners [Camden]	2005-2009
Kathy A. Lawrence ** <i>{Larry}</i> Vice President, Patient Care Albemarle Health	1921 Nixonton Road Elizabeth City, NC 27909	330-4090 (H) 384-4664 (O) 384-4677 (FAX) klawrence@albemarlehealth.org	County Commissioners [Pasquotank]	2007-2009
Donald L. McCabe ** <i>{Roberta}</i> Retired USAF	2089 Rivershore Road Elizabeth City, NC 27909	335-5998 (H) 338-8413 (FAX) mccabes@embarqmail.com	County Commissioners [Pasquotank]	2007-2011
S. Paul O'Neal <i>{Sharon}</i> District Manager, Monumental Life Insurance	406 D S. Griffin Street Elizabeth City, NC 27909	453-3011 (H) 335-2187 (O) 453-6958 (FAX) sponeal@hotmail.com	Governor	2000-2008
Jan C. Riley <i>{Fred}</i> Public Affairs PAST CHAIR	101 Inlet Drive Elizabeth City, NC 27909	335-1837 (H) jriley@embarqmail.com	Board of Ed. [Elizabeth City- Pasquotank]	1991-2009
Benjamin C. Saunders <i>{Aileene}</i> Retired Educator	P.O. Box 9 Sunbury, NC 27979	465-8596 (H)	County Commissioners [Gates]	2000-2008
Janet L. Taylor ** <i>{Timothy}</i> Owner, Hair Salon [Completing unexpired term of Paul Martin]	104 Covey Lane Moyock, NC 27958	435-6965 (H) 435-6668 (O) janet.taylor@co.currituck.nc.us	County Commissioners (Currituck)	2007-2008
George E. Thomas, Jr. ** <i>{Mary}</i> Market President, Gateway Bank [Completing unexpired term of Veola Spivey]	806 Lister Chase Road Elizabeth City, NC 27909	330-7882 (H) 334-1511 (O) 334-1743 (FAX) georgethomas@gwfh.com	Board of Ed. [Elizabeth City- Pasquotank]	2007-2010
Judge Jerry R. Tillett <i>{Tanya}</i> Superior Court Judge, First Judicial District Dare Co.	204 Langley Lane Manteo, NC 27954	473-2530 (H/FAX) 473-1998 (O)	Governor	1999-2010
J. Fletcher Willey <i>{Linda}</i> J. Fletcher Willey Agency, Inc. [Completing unexpired term of Chris Seawell]	P.O. Box 848 Nags Head, NC 27959	473-5273 (H) 480-4600 (O) 480-3377 (FAX) fletcher@willeyagency.com	County Commissioners [Dare]	2006-2009
Tobie McPherson Student Senate President <i>ex officio</i>	P.O. Box 2327 Elizabeth City, NC 27906-2327	335-0821, ext. 2264 sgaecpres@albemarle.edu	Student Body Ex officio	



Kathlyn S. Romm, Director

BOARD MEMBERS

Sarah Banks, Chairman
Glenn H. McCranie, Vice-Chairman
Connie Harrelson
Bobbie Henley
Janet Taylor

2793 CARATOKE HWY
POST OFFICE BOX 99
CURRITUCK, NC 27929

Courier # 10-68-01

Phone: (252) 232-3083
Fax: (252) 232-2167

COUNTY OF CURRITUCK
Department of Social Services

April 1, 2007

Mr. Daniel F. Scanlon, II
County Manager
P.O. Box 39
Currituck, NC 27929

RE: Social Services Board Vacancy effective July 1, 2008

Dear Mr. Scanlon:

Bobbie Henley will be completing his second term of service on the Social Services Board on June 30, 2008. The Social Services Board has discussed a recommendation to the Board of Commissioners for filling this seat. They have recommended Mr. Walter L. Gallop. I forwarded an application for advisory boards and committees to Mr. Gallop and that form is enclosed.

I will put this on the agenda for the Board of Commissioners if you would like for me to do so. Since June is usually taken up with budget matters, I think it would be a good idea if this was on the agenda in May 2008. Please let me know if you want me to take care of this.

Sincerely,

Kathlyn S. Romm
Director

Enclosure
KSR/pwh



RECEIVED

MAR 28 2008

CURR. CO. DSS

APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: March 26, 2008

Name: WALTER L. GALLOP

Address: P.O. Box 253

HARBINGER, NC 27941

Phone: 252-491-2789



WALTER L GALLOP
COL USAFR
PO BOX 253
HARBINGER NC 27941-0253

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

✓ Please check

- ABC Board
- Agricultural Advisory Board
- Airport Advisory Authority
- Board of Adjustment
- Economic Development Board
- Game Commission
- Jury Commission
- Land Transfer Tax Appeals Board
- Library Board

- Nursing Home Advisory Committee
- Planning Board
- Recreation Advisory Board
- Senior Citizens Advisory Board
- Social Services Board
- Tourism Advisory Board
- Whalehead Preservation Trust
- Workforce Development Board

Qualifications and reasons you would like to serve:

- ① Life long Currituck County resident
- ② Retired USAF chaplain / 30 years
- ③ Active volunteer, Interfaith Community Outreach
- ④ Proactive: assisting county residents who are unemployed

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



Number

2008100

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10430-532000	Supplies	\$ 2,000	
10430-590000	Capital Outlay		\$ 2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>

Explanation: *Elections (10430)* - To transfer funds to purchase bags for Election equipment.

Net Budget Effect: No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10531-545000	Contract Services	\$ 21,683	
10330-445000	Emergency Mgmt Grants		\$ 21,683
		<u>\$ 21,683</u>	<u>\$ 21,683</u>

Explanation: *Emergency Management (10531)* - To increase appropriations to record Emergency Performance Supplemental Grant for \$5,581 and an Exercise Grant for \$16,102 which will be used to update the Emergency Operating Procedures and for a disaster recovery exercise.

Net Budget Effect: Operating Fund (10) - Increased by \$21,683.

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Clerk to the Board



Number 2008102

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15446-526200	Promotional Efforts	\$ 20,500	
15350-465002	Co-Op Advertising		\$ 20,500
		<u>\$ 20,500</u>	<u>\$ 20,500</u>

Explanation: *Occupancy Tax - Tourism Promotion (15446)* - To increase appropriations to record funds received from businesses for Co-op advertising.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$20,500.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-511000	Telephone & Postage	\$ 1,500	
10750-516000	Repairs & Maintenance		\$ 1,500
10752-519700	HCCBG-In Home	\$ 2,087	
10330-432200	HCCBG		\$ 1,878
10390-499900	Fund Appropriated Balance		\$ 209
		\$ 3,587	\$ 3,587

Explanation: **Social Services Administration (750): Telephone & Postage**-Adjust line item to reflect increased telephone costs for our department with the new phone system. **Public Assistance (752): HCCBG In Home**-Adjust line item to reflect additional funds received and county match.

Net Budget Effect: Operating Fund (10) - Increased by \$209.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
63838-590000	Capital Outlay	\$ 115,680	
63330-449900	Solid Waste Grants		\$ 91,680
63380-481000	Investment earnings		\$ 24,000
		<u>\$ 115,680</u>	<u>\$ 115,680</u>

Explanation: **Solid Waste (63838)** - To record NCDENR grant award for the construction of a concrete pad to be used 100% of the time for white goods management. This will be funded with \$91,680 in grant funds and a County match of \$24,000.

Net Budget Effect: Solid Waste Fund (63) - Increased by \$24,000.

Minute Book # _____, Page # _____

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10794-545000	JCPC - PASS	\$ 2,000	
10794-545002	JCPC - Restitution		\$ 2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>

Explanation: **Juvenile Crime Prevention Council (10794)** - To transfer funds from the restitution program to the PASS program as approved by the State.

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

Minute Book # _____, Page # _____

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10415-561000	Professional Services	\$ 50,000	
10380-481000	Investment Earnings		\$ 50,000
		<u>\$ 50,000</u>	<u>\$ 50,000</u>

Explanation: **Legal (10415)** - To increase appropriations for 50% share of Camden fees for opposition to OLF.

Net Budget Effect: Operating Fund (10) - Increased by \$50,000.

Minute Book # _____, Page # _____

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
63838-526000	Advertising	\$ 500	
63838-545600	Sitework/Landscaping	\$ 5,000	
63838-561000	Professional Services	\$ 80,000	
63838-545002	Contracted Services - Disposal		\$ 85,500
		<u>\$ 85,500</u>	<u>\$ 85,500</u>

Explanation: **Solid Waste (63838)** - To transfer funds for cost increases and professional services related to the Ferebee Lane site clean-up.

Net Budget Effect: Solid Waste Fund (63) - No change.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-519500	TANF EA/Domestic Violence Funds		\$ 3,000
10752-519600	Daycare		\$ 93,000
10330-431000	DSS Administration	\$ 3,000	
10330-432800	Daycare	\$ 93,000	
		<u>\$ 96,000</u>	<u>\$ 96,000</u>

Explanation: **Social Services Administration (750): TANF Emergency Assistance**-Adjust line item to reflect amount of Domestic Violence funding reverted by the state. **Public Assistance (752): Daycare**-Adjust line item to reflect amount of Daycare funds reverted by the state.

Net Budget Effect: Operating Fund (10) - Decreased by \$96,000.

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Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of May 2008, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2008.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10775-531000	Gas, Oil, Etc.	\$ 500	
10775-532000	Supplies	\$ 750	
10775-514000	Travel	\$ 250	
10775-590000	Capital Outlay	\$ 10	
10775-561300	Instructor Fees		\$ 1,510
		<u>\$ 1,510</u>	<u>\$ 1,510</u>

Explanation: *Senior Citizens Center (10775)* - To transfer budgeted funds for operations due to increased costs.

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

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Clerk to the Board

CURRITUCK COUNTY
NORTH CAROLINA
APRIL 21, 2008

The Board of Commissioners met on April 21, 2008, at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Commissioners Meeting Room with the following members present: Chairman Nelms, Commissioners Bowden, Gregory, Taylor and Etheridge.

Invocation

Pledge of Allegiance

The Reverend David Coxson was present to give the invocation.

Approval of Agenda

Commissioner Gregory moved to amend the agenda by deleting Item 4 and adding Item 4A. Resolution on Mental Health and 4B. Resolution supporting Dare County. Commissioner Bowden seconded the motion. Motion carried.

Public Comment

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

- Item 3 **Proclamation for National Day of Prayer**
- Item 4 **Update from the Fire and EMS Advisory Board**
- Item 5 **Consideration of Interlocal Agreement to Oppose the Coastal Stormwater Rules**
- Item 6 **Consideration of Interlocal Agreement for OLF**
- Item 7 **Consent Agenda:**
 - 1. Budget Amendments
 - 2. McKenzie Construction Corporation - Change order #9 North Elementary School
 - 3. Approval of March 3, 2008, minutes
 - 4. Approval of April 7, 2008, Minutes
- Item 8 Commissioner's Report
- Item 9 County Manager's Report
- Item 10 **Closed Session:**
 - 1. According to GS 143-318.11(4) to discuss matters relating to the location or expansion of industries or other business

Adjourn

Special Meeting

Moyock Commons Water and Sewer District Meeting

Call to order

Approval of Letter of Intent

Adjourn

Public Comment

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

Chairman Nelms opened the public comment period.

David Sawyer, invited public to attend the National Day of Prayer for May 1.

There being no further comments, Chairman Nelms closed the public comment period.

Proclamation for National Day of Prayer

Commissioner Etheridge moved to approve. Commissioner Taylor seconded the motion. Motion carried.

NATIONAL DAY OF PRAYER

MAY 1, 2008

BY THE CURRITUCK COUNTY BOARD OF COMMISSIONERS OF THE STATE OF NORTH CAROLINA

A PROCLAMATION

WHEREAS, National Days of Prayer have been part of our country's heritage since the first one was declared by the Continental Congress in 1775; and

WHEREAS, leaders of our Nation have relied upon the power of prayer throughout American history; and

WHEREAS, May 1, 2008, marks the 57th consecutive observance of the National Day of Prayer, as mandated by both Houses of Congress and by our President in Public Law 100-307; and

WHEREAS, it is good that we acknowledge that we are all God's handiwork and that it is appropriate to call upon Him in prayer; and

WHEREAS, "National Day of Prayer's theme is 'Prayer: America's Strength and Shield. The Lord is my strength and shield; my heart trust in Him, and I am helped.'

WHEREAS, while American troops fight for democracy and freedom around the globe and battle the war on terror, citizens of the United States will gather on May 1, 2008, to worship and pray for the American troops, our nation, churches, families, schools and governmental leaders, asking the Lord to grant them wisdom for the challenges they face on a daily basis;

NOW, THEREFORE, the Board of Commissioners of Currituck County, North Carolina, do hereby proclaim May 1, 2008, as "**NATIONAL DAY OF PRAYER**" in Currituck, North Carolina, and urge our citizens to join together in their homes, places of work, and places of worship, to pray for the unity of the hearts of all mankind and to continue in prayer for our State and our Nation.

Update from the Fire and EMS Advisory Board

Deleted

Consideration of Resolution to support Dare County beach access.

Commissioner Bowden moved to adopt. Commissioner Gregory seconded the motion. Motion carried.

**RESOLUTION IN OPPOSITION TO AN INJUNCTION
TO PROHIBIT ACCESS TO THE
CAPE HATTERAS NATIONAL SEASHORE BEACHES**

WHEREAS, a portion of Currituck County is located on the northern beaches of North Carolina's Outer Banks; and

WHEREAS, Currituck County has a permanent population of approximately 28,000 and an annual visiting population of approximately 1,000,000; and

WHEREAS, the Cape Hatteras National Seashore is a pristine treasure in the National Park System which includes a wide variety of shore birds and wildlife; and

WHEREAS, the Cape Hatteras National Seashore is located an easy distance from Currituck County; and

WHEREAS, many Currituck County residents and visitors enjoy the Cape Hatteras National Seashore each year, during all times of the year, through a variety of activities that include surf fishing and beach driving, surfing, swimming, and birding; and

WHEREAS, millions of people come from all over the world to vacation each year on the Outer Banks to enjoy its history, culture, cuisine, and beaches; and

WHEREAS, Currituck County recognizes Dare County's and North Carolina's dependence on tourism as its foremost industry, providing the economic substance for its citizenry and that Dare County is one of only four "donor" counties out of 100 North Carolina counties; and

WHEREAS, Currituck County recognizes that the beaches located within the Cape Hatteras National Seashore belong to the people of the United States and are managed by the United States National Park Service; and

WHEREAS, Currituck County further recognizes the National Park Service's dual mandate of balancing tourism and resource protection within the Cape Hatteras National Seashore; and

WHEREAS, several diverse user groups have been selected by the National Park Service as stakeholders, referred to as the Negotiated Rulemaking Committee, and charged with developing an ORV (Off Road Vehicle) plan for the Cape Hatteras National Seashore and are negotiating in good faith; and

WHEREAS, an injunction request has been filed by the Southern Environmental Law Center on behalf of the Defenders of Wildlife and the Audubon Society which would deny practical access to some of the world's most productive surf fishing and most visited recreational beaches in the United States, which include Oregon Inlet, Cape Point, Hatteras Spit, North Ocracoke, and South Ocracoke; and

WHEREAS, Currituck County acknowledges the current lawsuit filed by the Southern Environmental Law Center against Federal Defendants and resultant severe economic and social hardship all of Dare County, and the State of North Carolina, would suffer if the Cape Hatteras National Seashore beaches are closed to beach driving; and

WHEREAS, Currituck County provides abundant beach access opportunities for its residents and visitors and is one component of many that comprise the vacation experience that has come to be known as North Carolina's Outer Banks, including the Cape Hatteras National Seashore;

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners joins Dare County, our state and federal elected officials and the US Department of Justice in an effort to fully engage a committed defense to prevent irreparable economic harm to the citizens of Dare County and the unnecessary elimination of the enjoyment of our National Seashore by the premature denial of vehicular access to any beach until the Negotiated Rulemaking Committee can complete its mission; and

BE IT FURTHER RESOLVED, that the Currituck County Board of Commissioners hereby speaks for the citizens and visitors of Currituck County to lend their voices in support of keeping the Cape Hatteras National Seashore beaches open and accessible to all users.

Consideration of Resolution opposing state control of Mental Health.

Commissioner Etheridge moved to adopt. Commissioner Taylor seconded the motion. Motion carried.

RESOLUTION OPPOSING STATE GOVERNMENT CONTROL OF MENTAL HEALTH IN THE ALBEMARLE REGION OF NORTHEASTERN NORTH CAROLINA

WHEREAS, the Currituck County Board of Commissioners is committed to the promotion of an improved quality of life and services for the citizens of this county and region; and

WHEREAS, the Board of Commissioners understands that it has been suggested that North Carolina State Government assume control of mental health staff and services in the counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington; and

WHEREAS, the Board of Commissioners believes that the state imposed mental health reform to date has adversely impacted the delivery of mental health services and the cost of these services, and therefore adversely impacted the quality of life of our residents; and

WHEREAS, no agency of state government has adequately consulted with constituents or representatives of the region to discuss or point out any advantages to be derived by the citizens being subject to state control of mental health staff and services; and

WHEREAS, there does not readily appear to the Board of Commissioners any improvement of service or other benefit to offset the observed disadvantages to loss of local authority of our region;

NOW, THEREFORE, BE IT RESOLVED by the Currituck County Board of Commissioners that state authority for mental health services not be imposed in the counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell or Washington.

Consideration of Interlocal Agreement to Oppose the Coastal Stormwater Rules

Commissioner Gregory moved to approve up to \$6,500.
Commissioner Bowden seconded the motion. Motion carried.

Consideration of Interlocal Agreement for OLF

Commissioner Gregory moved to approve with a monthly report of funds. Commissioner Etheridge seconded the motion.
Motion carried.

Consent Agenda:

1. Budget Amendments
2. McKenzie Construction Corporation - Change order #9 North Elementary School
3. Approval of March 3, 2008, minutes
4. Approval of April 7, 2008, Minutes

Commissioner Bowden moved to approve. Commissioner Gregory seconded the motion. Motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or	Increase Revenue or
		<u>Increase Expense</u>	<u>Decrease Expense</u>

61818-513000	Utilities	\$	8,000		
61818-590000	Capital Outlay			\$	8,000
			<u>\$</u>	<u>8,000</u>	<u>\$</u>
					<u>8,000</u>

Explanation: *Mainland Water (61818)* - To transfer budgeted funds for temporary power to distribution building during construction.

Net Budget Effect: Mainland Water Fund (61) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
15447-545000	Contract Services	\$	13,500		
15447-561000	Professional Services			\$	13,500
			<u>\$</u>	<u>13,500</u>	<u>\$</u>
					<u>13,500</u>

Explanation: *Occupancy Tax - Tourism Related (15447)* - To transfer budgeted funds for contract for drainage for Persimmon Street ditch.

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

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
10960-511000	Postage	\$	4,000		
10960-531000	Gas, Oil, Etc	\$	40,000		
10960-539000	Unemployment Compensation			\$	3,584
10310-400007	Ad Valorem Taxes - 2007 Levy			\$	16,916
10380-488000	ABC Education Distributions			\$	13,000
10380-488200	ABC Law Enforcement Distributions			\$	10,500
			<u>\$</u>	<u>44,000</u>	<u>\$</u>
					<u>44,000</u>

Explanation: *Central Services (10960)* - To increase appropriations for fuel and postage increases for the remainder of this fiscal year.

Net Budget Effect: Operating Fund (10) - Increased by \$40,416.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense

10750-519500	TANF EA/Domestic Violence Funds	\$	6,000		
10750-531000	Gas, Oil, etc.	\$	5,500		
10760-532900	Foster Care Supplement	\$	18,000		
10750-514000	Travel			\$	5,500
10330-430200	Adoption Assistance			\$	18,000
10330-431000	DSS Administration			\$	6,000
			<u>\$</u>	<u>29,500</u>	<u>\$</u> <u>29,500</u>

Explanation: **Social Services Administration (750): TANF Emergency Assistance**-Adjust line item to reflect additional Domestic Violence funding allocation from the state.
Travel/Gas, Oil, Etc. - Move funds due to increase cost of fuel. **County Assistance (760): Foster Care Supplement**-Adjust line item to reflect additional Special Child Adoption funds received from the state.

Net Budget Effect: Operating Fund (10) - Increased by \$24,000.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		<u>Increase Expense</u>	<u>Decrease Expense</u>
12543-532103	Fire Supplies	\$ 20,000	
12543-511003	Telephone & Postage		\$ 400
12543-514503	Travel/Training/Educ		\$ 5,000
12543-544003	Volunteer Assistance		\$ 14,600
		<u>\$ 20,000</u>	<u>\$ 20,000</u>

Explanation: **Moyock Volunteer Fire Department (12543) -** To transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: Fire Services Fund (12) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		<u>Increase Expense</u>	<u>Decrease Expense</u>
12546-511006	Telephone & Postage	\$ 6,261	

12546-513006	Utilities	\$	20,500	
12546-514506	Travel/Training/Education	\$	1,250	
12546-516006	Repairs & Maintenance	\$	25,835	
12546-516106	Building & Grounds	\$	14,312	
12546-531006	Gas, Oil, Etc	\$	10,000	
12546-532006	Office Supplies	\$	19,125	
12546-532106	Fire Supplies	\$	27,471	
12546-533906	Ambulance Supplies	\$	115	
	Personal Protective			
	Equipment	\$	4,800	
12546-553006	Dues & Subscriptions	\$	6,770	
12546-554006	Insurance	\$	53,299	
12546-561006	Professional Services	\$	13,000	
12546-544006	Volunteer Assistance	\$	77,959	
12546-545000	Contract Services			\$ 270,697
12546-590006	Capital Outlay			\$ 10,000
		\$	280,697	\$ 280,697

Explanation: Corolla Volunteer Fire Department (12546) - To transfer funds to reflect budget for this fiscal year.

Net Budget Effect: Fire Services Fund (12) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
10530-502100	Salaries - OT	\$	140,000		
10530-503500	Temporary Services	\$	100,000		
10530-502000	Salaries - Regular			\$	240,000
10530-511000	Telephone & Postage	\$	3,000		
10530-513000	Gas, Oil, Etc	\$	20,000		
10541-502000	Salaries - Regular (Fire)			\$	23,000
10530-052100	Salaries - OT	\$	20,000		
10530-503500	Temporary Services	\$	132,214		
10530-505000	FICA	\$	11,644		
10530-507000	Retirement	\$	1,978		
10530-533900	Ambulance Supplies	\$	3,000		
10530-531000	Gas, Oil, Etc	\$	7,500		
10530-516000	Repairs & Maintenance	\$	4,000		
10350-465300	EMS Reimbursement			\$	55,375
10530-590000	Capital Outlay			\$	75,683
10541-502000	Salaries - Regular			\$	30,000
10541-505000	FICA			\$	4,054
10541-506000	Insurance Expense			\$	5,000
10541-507000	Retirement Expense			\$	5,247
10541-511000	Telephone & Postage			\$	1,400
10541-514500	Training & Education			\$	3,500

10541-514600	Public Education		\$	500
10541-526000	Advertising		\$	1,000
10541-531000	Gas, Oil Etc		\$	1,500
10541-532000	Supplies		\$	1,750
10541-536000	Uniforms		\$	500
10541-553000	Dues & Subscriptions		\$	1,000
10541-590000	Capital Outlay		\$	1,877
10541-511010	Data Transmission	\$	1,300	
10541-513000	Utilities	\$	5,700	
10541-514000	Travel	\$	1,050	
			\$	451,386
			\$	451,386

Explanation: **Emergency Medical Services (10530):** To transfer budgeted funds to Overtime and Temporary Services from Regular salaries to cover vacancies due to Worker's Comp and FMLA and for operations for the remainder of this fiscal year. Also, to increase appropriations to fund the third EMS crew at Corolla. This will be funded with \$55,375 remaining from the Corolla appropriation for this fiscal year and the remaining from funds remaining in capital outlay and the County Fire Services budget.

Net Budget Effect: Operating Fund (10) - Increased by \$55,375.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10540-532000	Supplies	\$ 1,059	
10540-514500	Training & Education		\$ 494
10540-590441	Technology >1,000		\$ 160
10540-553000	Dues & Subscriptions		\$ 405
		\$ 1,059	\$ 1,059

Explanation: **Inspections (10540)** - To transfer funds to purchase newly released code books for building inspectors.

Net Budget Effect: No change.

Commissioner's Report

Commissioner Taylor stated that a report from the Fire and EMS Advisory Board would be forthcoming at a later meeting.

Commissioner Bowden stated that the BOC meetings are not being aired on Knotts Island.

Chairman Nelms commented on the Outer Banks Bike Week coming up this weekend.

County Manager's Report

The Manager reported that the meetings would be going live on the web at the next meeting. He also stated that the Navy will have a meeting on Monday, April 28, regarding the OLF at the Cooperative Extension Center.

Closed Session: According to GS 143-318.11(4) to discuss matters relating to the location or expansion of industries or other business.

Commissioner Gregory moved to go into closed session. Commissioner Etheridge seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken. There being no further business, the meeting adjourned.

Special Meeting

Moyock Commons Water and Sewer District Meeting

Call to order

Approval of Letter of Intent

Chairman Nelms moved to approve the letter of intent as submitted by the attorney to include May 15 as the deadline for signing. Commissioner Gregory seconded the motion. Motion carried.

LETTER OF INTENT

April 21, 2008

Moyock 168 Utilities, LLC
500 Pacific Avenue, #607
Virginia Beach, VA 23451
Attn: Charles S. Friedman, Manager

Re: Letter of Intent - Construction of Expansion to Moyock Commons Water and Sewer District Wastewater Treatment Plant Facility

Dear Chip:

Your company, Moyock 168 Utilities, LLC (the "Developer") has submitted a proposal to Moyock Commons Water and Sewer District (the "District") to engineer and construct an expansion of wastewater treatment capacity to the District's Wastewater Treatment Plant Facility. On April 21, 2008, the District's governing board (the "Board") adopted a resolution authorizing the Currituck County Manager (the "Manager") to enter into negotiations with the Developer as to the specific terms of a proposed arrangement between the District and the Developer respecting the construction of additional wastewater treatment capacity for the District's Wastewater Treatment Plant Facility. The purpose of this Letter of Intent is to outline the basic terms and conditions of the relationship between the parties.

Description of the Project Sites

The District owns a wastewater treatment plant facility, known as Moyock Commons, which serves an area within Moyock Township defined as a water and sewer district. The wastewater treatment plant facility has a permitted treatment capacity of 40,000 gallons per day. The Developer has an equitable legal interest in 25 acres of land adjacent to the District's wastewater treatment plant facility and has received approval or and is in the conceptual development phase for land development projects that will require the treatment of 225,000 gallons per day of wastewater. The Board has concluded that there is a public need for additional wastewater treatment capacity at the District's Wastewater Treatment Plant Facility and that the expansion of such treatment capacity will promote the economic development and long term viability of economic development within the County of Currituck and the District.

Description of the Moyock Commons Wastewater Treatment Plant Facility Expansion

The Developer will be responsible for the design and construction of a facility to increase the wastewater treatment capacity of the District's Wastewater Treatment Plant Facility by 500,000 gallons per day (the "Project"). Developer will use a portion of the land adjacent to the District's Wastewater Treatment Plant Facility in which Developer currently maintains an equitable legal interest to accommodate the expansion of the District's Wastewater Treatment Plant Facility treatment capacity. Upon completion of construction, the Developer will convey the expanded facilities and land on which the expanded facilities are located to the District. The District will integrate and operate the expanded facilities as part of the District's Wastewater Treatment Plant Facility and will allocate to Developer 225,000 gallons per day of wastewater treatment capacity

Developer's Obligations

Developer shall be responsible for the hire and payment of services rendered by a North Carolina licensed engineer to develop conceptual and full engineering plans required for the permitting and construction of the Project. Developer's engineer will provide County's engineer with review of plans for the Project no less than at 50% of design and 90% of design. The design and plans for the Project shall conform to specifications and materials for District's Wastewater Treatment Plant Facility so that the Project can be integrated into the District's facility.

Developer will apply for and receive all governmental permits required for construction of the Project and its operation upon completion.

Developer will contract for and finance the construction of the Project after bidding the Project in the manner provided by Section 143-129 of the General Statutes of North Carolina. Developer shall provide District with copies of bid documents and contracts for the construction of the Project.

Following completion of the Project, Developer shall provide to the District in form acceptable to the District, documents and permits transferring title and ownership to the District of all improvements and lands constituting the Project.

In advance of the execution of a Development Agreement, Developer shall provide to the District a copy of documents evidencing Developer's equitable legal interest in the property on which Developer will construct the Project or a copy of the deed evidencing ownership of such property.

In advance of the execution of a Development Agreement, Developer shall provide the District with verification acceptable to the District that Developer has the financial resources to undertake and complete the Project.

District's Obligations

Upon completion and transfer of ownership of the Project to the District, the District will integrate the Project into the District's Wastewater Treatment Plant Facility and operate and maintain same.

District will allocate to Developer wastewater treatment capacity in the District's Wastewater Treatment Plant Facility in the amount of 225,000 gallons per day as measured by (1) the water consumption by users located within Developer's development projects and (2) an estimate for inflow and infiltration as determined by District's consulting engineers.

District will reimburse Developer for the certified design, engineering and construction costs incurred by Developer in constructing the Project with fees derived by District for customer connections to the District's Wastewater Treatment Plant Facility up to an amount equal to Developer's certified costs for the Project but in no event in an amount that exceeds fees derived by District from customer connections.

District will provide Developer with copies of any plans, documentation, repair and replacement history and studies related to the District's Wastewater Treatment Plant Facility within three days from the date of this Letter of Intent.

Contract Preparation

District and Developer will instruct their respective attorneys to draft and deliver a development agreement for the Project no later than 45 days from the date of this Letter of Intent for review by District and Developer.

Letter of Intent

This Letter of Intent shall not be binding upon the District and Developer in any way except to the extent that it reflects the intent to proceed and negotiate in good faith and execute a development agreement consistent with the business terms and conditions herein. Unless until such written agreements are duly executed by the parties, no party shall be under any obligation to any other party, and no contractual relationship so exists. The failure of the parties for any reason to enter into the development agreement as contemplated hereby on or prior to May 15, 2008 shall result in termination of this Memorandum of Understanding.

If the above represents your general understanding of our agreement with respect to the business items set forth above and reflects our discussions and expresses your intent to pursue a contract to implement these commitments, please indicate your acceptance in the space provided below.

Adjourn

There being no further business, the meeting was adjourned.

BLOCK GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CURRITUCK COUNTY

AIRPORT: **CURRITUCK REGIONAL**

PROJECT NO: **36237.8.6.1**

THIS AGREEMENT made and entered into this the _____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CURRITUCK COUNTY**, the owner of **CURRITUCK REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the State Block Grant Program in accordance with Chapter 63-71; and

WHEREAS, the Department has approved a grant of funds to the Sponsor for State Block Grant Program funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

CONSTRUCT PARTIAL PARALLEL TAXIWAY

- 2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant Program: **\$846,000** (not to exceed **90%** of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than the **1st** day of **JULY 2011**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.

- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.

- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.

- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.

- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____

Deputy Secretary of Transportation

ATTEST: _____

SPONSOR:

Signed: _____

Title: _____

SPONSOR SEAL

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor, and
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20_____

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon being put to a
(Name and Title)

vote was duly accepted:

WHEREAS, a Grant in the amount of **\$846,000** has been approved by the Department based on total estimated cost of **\$940,000**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the _____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____
Title: _____
Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, either by acquisition and the retention of property interest, in fee or easement, or by appropriate local zoning action, restrict the use of land in the airport's environs to activities and purposes which are compatible with normal airport operations including landing and takeoff of aircraft and the noise produced by such operations.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State highways, roads, streets, or bridges, airports and airport related construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed work scope and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence" request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's employment of specific contractors within ten (10) days of receipt.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence" is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall provide the Department with such interim plans, specifications, reports, and other studies as may be produced under the Project prior to the acceptance of such Document by the Sponsor. Further, the Sponsor shall provide the Department with a final copy of such documents following their approval and acceptance by the Sponsor.

B-10. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-11. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-12. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of the Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMB Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met:

- (1) The Grant Agreement has been executed and a Project Concurrence issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date.
- (4) The Sponsor has submitted an executed Interim Payment Request Form (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (5) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997).

B. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

C. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion Certification and Final Payment Information Form (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only State and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors which adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

BLOCK GRANT AGREEMENT

VISION 100

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CURRITUCK COUNTY

AIRPORT: **CURRITUCK REGIONAL**

PROJECT NO: **36237.8.6.2**

THIS AGREEMENT made and entered into this the _____ day of _____, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CURRITUCK COUNTY**, the owners of the **CURRITUCK REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the Vision 100 - Century of Flight Authorization Act of 2003, Public Law 108-176; and

WHEREAS, the Department has approved a grant of funds to the Sponsor for State Block Grant Program (VISION 100) funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

HANGAR & HANGAR TAXIWAY CONSTRUCTION

- 2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant Program – VISION 100: \$150,000 (not to exceed 90% of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor
- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **JULY 1, 2011**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary of Transportation

ATTEST: _____

SPONSOR:

Signed: _____

Title: _____

SPONSOR SEAL

Attest: _____



STATE OF NORTH CAROLINA, COUNTY OF _____

I _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor, and the
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$150,000** has been approved by the Department based on total estimated cost of **\$166,667**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, either by acquisition and the retention of property interest, in fee or easement, or by appropriate local zoning action, restrict the use of land in the airport's environs to activities and purposes which are compatible with normal airport operations including landing and takeoff of aircraft and the noise produced by such operations.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State highways, roads, streets, or bridges, airports and airport related construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed work scope and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence" request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's employment of specific contractors within ten (10) days of receipt.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence" is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall provide the Department with such interim plans, specifications, reports, and other studies as may be produced under the Project prior to the acceptance of such Document by the Sponsor. Further, the Sponsor shall provide the Department with a final copy of such documents following their approval and acceptance by the Sponsor.

B-10. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-11. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-12. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of the Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMB Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met:

- (1) The Grant Agreement has been executed and a Project Concurrence issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date.
- (4) The Sponsor has submitted an executed Interim Payment Request Form (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (5) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997).

B. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

C. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion Certification and Final Payment Information Form (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only State and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors which adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.