

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

February 16, 2009
OTHERS PRESENT

Johnny Myrl Lunsford
Jimmy B. Clayton
Kyle W. Puryear **ABSENT**
B. Ray Jeffers
Samuel R. Kennington

ABSENT Heidi York, County Manager
C. Ronald Aycock, County Attorney
Faye T. Fuller, Clerk to the Board
Brenda B. Reaves, Deputy Clerk to the Board
Paul L. Bailey, Assistant County Manager

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, February 16, 2009 at 9:00 a.m. in the Commissioners' meeting room in the Person County Office Building.

Chairman Lunsford called the meeting to order and asked Commissioner Clayton to lead in prayer and Commissioner Kennington to lead the Pledge of Allegiance.

County Manager Heidi York is currently on maternity leave and Assistant County Manager Paul Bailey attended in Ms. York's absence.

Commissioner Puryear was absent from the Board meeting.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

Assistant County Manager, Paul Bailey stated that Planning & Zoning had received a request to issue a building permit for CertainTeed Gypsum. Mr. Bailey stated the Planning and Zoning Director, Paula Murphy would like to appear before the Board for consideration for a Waiver of Special Use Permit Condition for CertainTeed Gypsum.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers and **carried** to add to the agenda consideration for a Waiver of Special Use Permit Condition for CertainTeed Gypsum.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers and **carried** to approve the agenda as adjusted.

INFORMAL COMMENTS:

There were no comments from the public.

APPROVAL OF MINUTES:

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Clayton, and **carried** to approve the minutes of February 2, 2009.

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ADMINISTRATIVE REPORTS:

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Clayton, and **carried** to approve the Administrative Reports for the Inspections Department and the Person County Public Library.

APPROVE RESOLUTION TO ACCEPT AND EXECUTE GRANT AGREEMENT AND FUNDING APPROVAL FOR 2008 CDBG SCATTERED SITE PROJECT

Executive Director of the Regional Council of Governments, Timmy Baynes presented the Board with a Resolution Approving an Application for Community Development Block Grant Scattered Site Housing Funds authorizing Commissioner Lunsford as Chairman to sign all related documents. Mr. Baynes stated the items before the Board are the administrative documents to startup the 2008 Community Development Block Grant in the amount of \$400,000 for Person County. Mr. Baynes explained the CDBG program to the Board noting the advertisement, planning and approval process for this grant had already taken place as well as the necessary public hearings. Mr. Baynes summarized that three individuals have been selected to be relocated and two individuals will receive rehabilitation with input from the county appointed advisory committee. Mr. Baynes further noted \$5000 of urgent repairs will be available as well.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to approve the Resolution Approving an Application for Community Development Block Grant Scattered Site Housing Funds.

**RESOLUTION OF THE PERSON COUNTY
BOARD OF COMMISSIONERS
APPROVING AN APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
SCATTERED SITE HOUSING FUNDS**

WHEREAS, the North Carolina Department of Commerce, through the Division of Community Assistance, is administering the Community Development Block Grant Scattered Site Housing Program and has invited local governments to apply for such funding;

WHEREAS, the County of Person has prepared an application requesting \$400,000 in Community Development Block Grant Scattered Site Housing Funds to assist low income homeowners at or below 50% of the area medium income; and,

WHEREAS, all requirements have been met in preparing the Community Development Block Grant Scattered Site Housing Program Application, including public hearings and citizen participation;

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

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1. The Chairman of the Person County Board of Commissioners is hereby authorized and directed to submit to the North Carolina Department of Commerce, Division of Community Assistance, an Application for Community Development Block Grant Scattered Site Housing Program Funds in the amount of \$400,000 to allow Person County to rehabilitate approximately 10 houses for homeowners at or below 50% of the area medium family income status;
2. The Chairman of the Person County Board of Commissioners is hereby authorized and directed to act on behalf of the Person County Board of Commissioners in connection with the Community Development Block Grant Scattered Site Housing Program Application to provide such additional information as may reasonably be required, and to execute any documents related to said application; and,
3. The Person County Board of Commissioners acknowledges that it has read and understands the Certifications included in said application, which are required in connection with the Community Development Block Grant.

ADOPTED, this the 7th day of July, 2008.

County of Person

Johnny M. Lunsford, Chairman

ATTEST:

Faye T. Fuller, Clerk to the Board

**APPROVE PERFORMANCE BASED CONTRACT WITH DIVISION OF
COMMUNITY ASSISTANCE FOR CDBG GRANT NUMBER 08-C1834**

Executive Director of the Regional Council of Governments, Timmy Baynes requested Board approval for the Performance Based Contract with the Division of Community Assistance for CDBG Grant Number 08-C-1834. Mr. Baynes confirmed that through contract for administrative services, Kerr Tar reports and monitors all activity through the Person County Board of Commissioners. Mr. Baynes noted the Board approves all expenditures.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Lunsford, and **carried** to approve the Performance Based Contract with the Division of Community Assistance for CDBG Grant Number 08-C-1834.

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First quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each Quarter.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6 th Quarter	7 th Quarter	8 th Quarter	9 th Quarter	10 th Quarter
	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed
	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description
I. Administrative Activities	100%									Close out
a. Grant Agreement/Funding Approval										
b. Environmental Grant	100%									
c. Citizen Participation Condition	100%									Close out
d. Flood Plain Compliance Condition	100%									
e. Other Conditions: All Other Conditions To Be 100% at End of 1 st Quarter.	100%									

Performance Based Contract: Implementation Schedule **Name of Grantee: Person County** **Grant Number: 08-C-1834**

First quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval.
 List goals to be accomplished each Quarter. Activities should correspond to those on the Budget and National Objective Part A Benefit: Low and Moderate Income forms in application approved for funding.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6 th Quarter	7 th Quarter	8 th Quarter	9 th Quarter	10 th Quarter
	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units	
2. Housing Activities										
a. Relocation	0%	10%	20%	30%	40%	60%	70%	85%	100%	Close out
b. Acquisition	NONE	PLANNED								
c. Disposition	NONE	PLANNED								
d. Clearance	0%	20%	30%	40%	50%	70%	90%	100%		Close out
e. Rehabilitation of Privately owned dwellings (Includes any on-site installations; e.g., septic tanks, wells) Rehab of Existing Occupied Units.	0%	10%	20%	30%	40%	60%	70%	85%	100%	Close Out
f. Units Constructed	NONE	PLANNED								

Performance Based Contract: Implementation Schedule **Name of Grantee: Person County** **Grant Number: 08-C-1834**

First quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval.
 List goals to be accomplished each Quarter. Activities should correspond to those on the Budget and National Objective Part A Benefit: Low and Moderate Income forms in application approved for funding.

	1 st Quarter % Units	2 nd Quarter % Units	3 rd Quarter % Units	4 th Quarter % Units	5 th Quarter % Units	6 th Quarter % Units	7 th Quarter % Units	8 th Quarter % Units	9 th Quarter	10 th Quarter
3. Water Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	NONE	PLANNED								
4. Sewer Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	NONE	PLANNED								
5. Street Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	NONE	PLANNED								
6. Drainage Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	NONE	PLANNED								
7. Other Improvements Work Completed—Local Option	0%	10%	20%	30%	45%	55%	65%	75%	100%	Close out

8. Signature of Authorized Local Official

Name: Johnny M. Lunsford
Chairman, Board of Commissioners
Title

Date

9. Signature of Authorized DCA Official

Name _____

Director, Division of Community Assistance
Title

Date

**APPROVE PROJECT ORDINANCE FOR COMMUNITY DEVELOPMENT –
SCATTERED SITE PROJECT**

Executive Director of the Regional Council of Governments, Timmy Baynes requested adoption of the Project Ordinance for the Community Development – Scattered Site Project. This project ordinance allows expenditures through the County Finance Office once the grant award funds are released.

Commissioner Kennington asked Mr. Baynes about the possibility of additional funds related to the proposed stimulus package. Mr. Baynes anticipates the State of North Carolina may receive an additional \$10 million in CDBG funds but it is unclear how the State will allocate at this time.

A **motion** was made by Commissioner Lunsford, **seconded** by Commissioner Clayton, and **carried** to adopt the Project Ordinance for the Community Development – Scattered Site Project.

COUNTY OF PERSON
PROJECT ORDINANCE

BE IT ORDAINED by the County Commissioners of the County of Person, that pursuant to Section 12.3 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is Community Development – Scattered Site Project. The project consists of housing rehabilitation, clearance, relocation, and general administration. Said project shall be in accordance with the County's Community Development Block Grant Scattered Site Application as approved by the North Carolina Department of Commerce.

Section 2. The project director is hereby directed to proceed with the construction of the project within terms of the Grant Agreement executed with the North Carolina Department of Commerce and within the funds appropriated herein.

Section 3. The following revenues are anticipated to be available to complete the project:

State of North Carolina, Department of Commerce	
Community Development Block Grant	
C-1 Project	\$ 370,000
L-1 Project	<u>30,000</u>
TOTAL FUNDS AVAILABLE	\$ 400,000

Section 4. The following amounts are appropriated for the project:

Rehabilitation – L-1 Project	\$ 30,000
Rehabilitation – C-1 Project	70,000
Clearance	31,800
Relocation	236,200
Administration.....	<u>32,000</u>
TOTAL PROJECT COSTS.....	\$ 400,000

Section 5. The Grant Administrator is directed to report quarterly on the financial status and progress of this project. The Finance Officer shall also keep the governing body informed at each regular meeting of any unusual occurrences.

Section 6. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State Regulations.

Section 7. Funds may be advanced from the Person County General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner. Reimbursements to the General Fund should be made in a timely manner.

Section 8. Copies of this project ordinance shall be made available to the Budget Officer, the Finance Officer, and the Clerk to the Board, for direction in carrying out this project.

Adopted this the 16 day of FEBRUARY, 2009.


Johnny M. Lunsford, Chairman

Faye T. Fuller
Faye T. Fuller, Clerk to the Board

February 16, 2009

APPROVE CONTRACT WITH KERR-TAR REGIONAL COUNCIL OF GOVERNMENTS FOR CDBG COMMUNITY DEVELOPMENT ADMINISTRATIVE SERVICES

Executive Director of the Regional Council of Governments, Timmy Baynes requested Board approval of the Contract with Kerr-Tar Regional Council of Governments for CDBG Community Development Administrative Services. Fees for services performed under this contract shall not exceed \$58,000, without approval of the County and will be funded as a part of the CDBG grant award.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to approve the Contract with Kerr-Tar Regional Council of Governments for CDBG Community Development Administrative Services.

CONTRACT FOR CDBG COMMUNITY DEVELOPMENT ADMINISTRATIVE SERVICES

**By and Between
THE COUNTY OF PERSON, NORTH CAROLINA
AND
KERR-TAR REGIONAL COUNCIL OF GOVERNMENTS**

THIS AGREEMENT entered into as of the 16th day of February, 2009 by and between the County of Person, North Carolina (herein called the "County") and the Kerr-Tar Regional Council of Governments (herein called the "COG").

WITNESSETH THAT:

WHEREAS, the County is to receive Community Development Block Grant Scattered Site Housing Funds from the North Carolina Department of Commerce, Division of Community Assistance; and,

WHEREAS, the County desires to engage the COG to provide program administrative services in administering the Community Development Block Grant Scattered Site Housing Funds.

NOW THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

Services to be provided the County by the COG include, but are not necessarily limited to, the following:

A. General Administration:

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1. Preparation of required certifications, Environmental Review, and DCA correspondence pursuant to Release of Funds from DCA;
2. Prepare a Citizen Participation Plan and facilitate meetings of the Citizen Advisory Committee;
3. Develop and maintain project files;
4. Provide general oversight of procurement procedures;
5. Provide second person review of all invoices and requests for payment and prepare requisitions for grant reimbursements;
6. Assist the County in the development of Request for Proposals and documentation of the selection process for professional services;
7. Provide the Board of Commissioners with quarterly status report on expenditures and accomplishments;
8. Assist in resolving citizen and contractor disputes;
9. Assist the County in complying with requirements of Fair Housing and Equal Opportunity Programs;
10. Prepare necessary program amendments, in accordance with applicable CDBG requirements;
11. Assist in monitoring visits conducted by Department of Commerce;
12. Prepare Annual Performance Reports and submit to DCA;
13. Assist in close-out procedures for the CDBG Program; and
14. Other general administrative functions necessary to complete the tasks outlined in the Community Development Block grant application and guidelines.

B. Rehabilitation of Privately Owned Dwellings:

1. Prepare rehabilitation policies and guidelines for the County including eligibility requirements for grants and/or loans, Property Rehabilitation Standards, application procedures, and Basic Specifications for housing rehabilitation;
2. Verify applications for rehabilitation assistance in concurrence with Citizen Advisory Selection Committee;
3. Prepare work write-ups, floor plans and cost estimates;
4. Prepare and distribute bid packages including publication of invitation to bid;

5. Review bids, prepare bid tabulation and recommendation for award;
6. Prepare contract documents between property owner and contractor;
7. Conduct preconstruction conference and record minutes;
8. Inspection of active rehabilitation work at a minimum of two (2) times per week;
9. Process partial and final payment requests;
10. Conduct final inspection of each rehabilitated structure;
11. Process contractor call-back request from homeowners;
12. Assist the County in the proper notification and treatment procedures for lead-based paint hazards for houses that have a child under seven (7) years of age; and
13. Assist the County in having wells and septic tanks installed in CDBG project houses where NO wells or septic systems currently exist.

C. The County will be responsible for the following management activities:

1. Adoption of and amendments to budget ordinance;
2. Maintaining accounting records;
3. Check-writing;
4. Internal and external auditing;
5. Advertising costs for notices; and
6. Provide the Division of Community Assistance a copy of the annual audit report each year that the grant is active.
7. Provide oversight of all CDBG activities by the Chief Administrator of the County or their designee.

II. TIME OF PERFORMANCE

The services of the COG are to commence upon the date of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion, but in any event, all of the services shall be completed within thirty (30) months from the date of this Contract, unless events occur in project implementation that prevents the compliance with the above designated time of performance.

III. METHOD OF PAYMENT

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Fees for services performed under this Contract shall be paid to the COG by the COUNTY on an hourly basis for persons that perform work under this contract per the salary approved by the COG Executive Committee. Hourly rates shall include salary, overhead and fringe benefits. In addition, travel cost including mileage, meals and lodging shall be paid the COG by the County. The maximum amount to be paid to the COG shall not exceed Fifty-Eight Thousand Dollars (\$58,000), without the approval of the County. The actual work completed shall be at all times subject to inspection by the County. Statements for payment shall not be submitted more than once a month.

IV. CHANGES

The County may, from time to time, request changes in the scope of services of the COG to be performed hereunder. Such changes, including any increase or decrease in the amount of the COG's compensation, which are mutually agreed upon by and between the County and the COG, shall be incorporated in written amendments to this Contract.

- A. Key Personnel: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator (City or County) and the grantor agency, the North Carolina Department of Commerce, Division of Community Assistance. Individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.

- B. Subcontracting: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce, Division of Community Assistance. Acceptance of an offeror's proposal shall include any subcontractor(s) specified herein.

V. CONFLICT OF INTEREST

Interest of Members, Officers, or Employees of the County, Members of Local Governing Body, or Other Public Officials. No members, officer, or employee of the County or its agents, no member of the governing body of the County in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The County shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

VI. TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the COG shall fail to fulfill in timely and proper manner their obligations under this Contract, or if the COG shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the COG of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the COG under this Contract shall, at the option of the County become its property and the COG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the COG shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the COG, and the County may withhold any payments to the COG for the purpose of set-off until such time as the exact amount of the damages due the County from the COG is determined.

VII. TERMINATION OF CONTRACT FOR CONVENIENCE

The County or COG may terminate this Contract at any time by giving at least ten (10) days notice in writing to the other party. If the Contract is terminated by either party as provided herein, the COG will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the COG, Paragraph VI hereof relative to termination shall apply.

VIII. NONDISCRIMINATION CLAUSE – Section 109, Housing and Community Development Act of 1974

In performing its duties under this Contract, the COG will comply with the requirements of the Nondiscrimination Clause of Section 109, Housing and Community Development Act of 1974, which requires ...“That no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title”.

IX. AGE DISCRIMINATION ACT OF 1975, AS AMENDED – Nondiscrimination on the Basis of Age

In performing its duties under this Contract, the COG will comply with the requirements of the Age Discrimination Act of 1975, as amended, Nondiscrimination on the Basis of Age, which requires that... “No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance”.

X. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED - Nondiscrimination on the Basis of Handicap

In performing its duties under this Contract, the COG will comply with the requirements

of Section 504 of the Rehabilitation Act of 1973, as amended, Nondiscrimination on the Basis of Handicap, which requires that... “No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance”.

XI. SECTION 3 CLAUSE

“Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issues thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The COG will send to each labor organization or representative of works with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of the COG’s commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- D. The COG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with

a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XII. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the COG which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

XIII. LOBBYING CLAUSES

Required by Section 1352, Title 31, U.S. Code

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIV. Executive Order 11246 Clause

During the performance of this Contract, the COG agrees as follows:

- A. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the COG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the COG's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the COG's noncompliance with the Nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The COG will include the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon such subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS THEREOF, the County and the COG mutually agree to abide by the terms and conditions enumerated herein and hereby execute this Contract.

COUNTY OF PERSON

Johnny M. Lunsford
Chairman

ATTEST:

Faye Fuller, Clerk to the Board

KERR-TAR REGIONAL COUNCIL OF GOVERNMENTS

Timothy M. Baynes, Executive Director

ATTEST:

Gina A. Parham, Senior Administrative Support Specialist

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

Amy Wehrenberg, Person County Finance Officer

February 16, 2009

APPROVE RESOLUTION AUTHORIZING SIGNATORY AUTHORITY

Executive Director of the Regional Council of Governments, Timmy Baynes presented the Resolution of the Person County Board of Commissioners Authorization to Sign Community Development Block Grant Requisition Forms Grant #08-C-1834. The Resolution identifies the County Manager, Finance Director, Assistant Finance Director and the Board of County Commissioners Chairperson as the Person County individuals authorized to sign requisitions forms for the CDBG funds. Commissioner Clayton commended Mr. Baynes for a job well done as the Director of the Kerr Tar Council of Governments.

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Clayton, and **carried** to approve the Resolution of the Person County Board of Commissioners Authorization to Sign Community Development Block Grant Requisition Forms Grant #08-C-1834.

**RESOLUTION OF THE PERSON COUNTY
BOARD OF COMMISSIONERS
AUTHORIZATION TO SIGN
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUISITION FORMS
Grant # 08-C-1834**

WHEREAS, the County of Person has been awarded a Community Development Block Grant for an Scattered Site Project by the North Carolina Department of Commerce in the amount of \$400,000; and,

WHEREAS, the County of Person is required to designate individuals to sign requisition forms for the Community Development Block Grant Scattered Site Funds.

NOW, THEREFORE, BE IT RESOLVED, by the Person County Board of Commissioners that the following individuals are authorized to sign requisition forms for Community Development Block Grant Funds:

- Heidi York – Person County Manager**
- Amy Wehrenberg – Finance Director**
- Beth Farabaugh – Assistance Finance Director**
- Johnny M. Lunsford – Chairperson Person County Commissioners**

BE IT FURTHER RESOLVED that Faye Fuller is hereby authorized to be the Certifying Official for the Community Development Block Grant Signatory Form and Certification.

ADOPTED this the 16th day of February, 2009.

Johnny M. Lunsford
Chairperson of Person County

ATTEST:

Faye T. Fuller, Clerk to the Board

February 16, 2009

REQUEST APPROVAL TO IMPLEMENT NEW FEE FOR THE PROSTATE SPECIFIC ANTIGEN (PSA) TEST

Person County Health Director, Janet Clayton requested Board approval to add the Prostate Specific Antigen (PSA) test to the Person County Health Department testing procedures and fee schedule. The PSA Test would be code 84153 at a fee of \$26.00.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried** to approve the addition of the PSA test fee to the Person County Health Department's fee schedule.

CONSIDERATION OF LEASE AND FIXED BASE OPERATOR AGREEMENT FOR PERSON COUNTY EXECUTIVE AIRPORT

Assistant County Manager, Paul Bailey presented the Board with the ten year Lease and Agreement developed for execution by Person County, The Person County Airport Commission and Red Mountain Aviation, Inc. The lease includes the building known as the "terminal building", the fuel storage and dispensing facility, the paved aircraft apron area, the maintenance hangar facility, the aircraft tie-downs located on the paved apron, the thirty T-hangars on the Airport property and the 15,600 square foot corporate hangar (formerly GTE). Red Mountain Aviation, Inc. will pay to the County \$7,719 per month plus a percentage of fuel sales. Fuel flowage fees are 6 cents for each gallon of the first 10,000 gallons of aviation fuel dispensed during the month, 10 cents for each gallon of aviation fuel dispensed during the month in excess of 10,000 gallons but less than 20,000 gallons, and 15 cents for each gallon of aviation fuel dispensed during the month in excess of 20,000 gallons. Mr. Bailey noted the Resolution to Authorize Execution of a Lease prepared by the County Attorney that should be adopted for the Board Chairman to sign the contract. Mr. Bailey further noted the Airport Commission Chair will also be required to sign the contract.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried** to approve the ten year Lease and Agreement developed for execution by Person County, The Person County Airport Commission and Red Mountain Aviation, Inc., and the Resolution to Authorize Execution of a Lease, as presented.

**NORTH CAROLINA
PERSON COUNTY**

LEASE AND FIXED BASE OPERATOR AGREEMENT

THIS LEASE AND FIXED BASE OPERATOR AGREEMENT, effective as of the 1st day of March, 2009, by and between PERSON COUNTY, a body politic (the “County”), THE PERSON COUNTY AIRPORT COMMISSION (The “Commission”) and Red Mountain Aviation, Inc., a North Carolina Corporation, (“Red Mountain Aviation”)

WHEREAS, the County wishes to enter into a ten year lease agreement with Red Mountain Aviation for lease of a portion of the property upon which is constructed the Person County Executive Airport, (“Airport”) and

WHEREAS, the Commission wishes to enter into a contractual agreement with Red Mountain Aviation to provide certain fixed base operator services at the Airport, and

WHEREAS, Red Mountain Aviation wishes to enter into such a lease agreement with the County and such a fixed base operator agreement with the Commission,

NOW THEREFORE:

I LEASE.

1. PREMISES. Subject to the terms and conditions hereinafter set forth, County leases to Red Mountain Aviation the following buildings, equipment and other property presently located at the Airport, (the “Leased Premises”):

- A. The building known as the “terminal building”.
- B. The fuel storage and dispensing facility.
- C. The paved aircraft apron area.
- D. The maintenance hangar facility.
- E. Aircraft tie-downs located on the paved apron.
- F. Thirty T-Hangars on Airport property.
- G. The 15,600 square foot corporate hangar (formerly GTE)

2. TERM OF LEASE. The term of this lease shall be for a period of ten years commencing March 1, 2009 and terminating on February 28, 2019.

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3. INCOME. With the exception of the amounts to be paid to County as defined in Paragraph 7 of Section III, Red Mountain Aviation shall retain all income from the operation of the Leased Premises including all food and drink concessions located on the Leased Premises.

4. REPAIRS AND MAINTENANCE. County shall be responsible for the maintenance of all paved areas, the exterior of all buildings and all major repairs to buildings, their plumbing, electrical and climate control systems the need for which is reported by Red Mountain Aviation to County's Public Works Director.

Red Mountain Aviation shall be responsible for providing labor and materials necessary to maintain and repair all windows, doors, interior walls and shall provide labor and materials necessary to make minor repairs to the electrical, plumbing and climate control systems, such as replacement of air conditioning filters, light bulbs of all kinds, switches, fuses, repair of clogged drains.

Red Mountain Aviation shall be responsible for the labor and materials for repairs necessitated by the negligence of Red Mountain Aviation, its employees and agents.

Red Mountain Aviation agrees to surrender the Leased Premises at the expiration or earlier termination of the Lease Agreement in as good a condition as when received, excepting only deterioration caused by ordinary wear and tear, and damage by fire, wind, or other casualty of the kind insured against in standard policies of fire insurance and extended coverage.

5. LITTER, MOWING AND SNOW. Red Mountain Aviation shall be responsible for keeping the immediate area in and around the hangars and terminal building free of litter. County shall be responsible for mowing the Leased Premises.

Upon request by Red Mountain Aviation and agreement by the County, County shall be responsible for ice and snow removal from the Leased Premises.

6. ALTERATIONS. At its own cost, Red Mountain Aviation shall be entitled to make alterations, improvements and additions to the Leased Premises, provided that all plans are reviewed and approved by the County, but same shall remain on said premises upon termination of lease and shall become the property of County upon said termination.

7. UTILITIES. County shall provide water and sewer service for the Leased Premises.

Red Mountain Aviation shall provide all other utilities, including, but not limited to, electricity and telephone service to the terminal building, fuel farm, maintenance hangar, T-hangars, corporate hangar, AWOS, runway lights, taxiway lights, and radio loop telephone.

8. ACCESS. County and Commission shall at all times have the right to enter the Leased Premises for the purpose of inspection.

II FIXED BASE OPERATOR.

Subject to the terms and conditions hereinafter set forth, the Commission grants to Red Mountain Aviation the right to provide on the Leased Premises fixed base operator services and other services as provided below.

Red Mountain Aviation shall use and operate the Leased Premises for a fixed base aircraft operation to serve the Airport and is expected to provide the following services:

- ▶ Maintain fuel inventory, fuel trucks and provide fueling service for Avgas and Jet A fuel;
- ▶ Maintain a winter and a summer schedule for public hours seven days a week at the Terminal Building for at least nine hours a day October to April, and at least 10 hours a day May to September, excluding Thanksgiving Day, Christmas Day, Easter Sunday, and Independence Day, and post public hours in a location accessible to the public;
- ▶ Provide reception of customers and visitors, provide public waiting area; provide information to the public and respond to public inquires regarding local aviation and the local area;

- ▶ Provide public facilities available for pilots (i.e. flight planning amenities: access to weather information, telephone, computer with internet access, etc.);
- ▶ Provide at least one clean, well maintained, insured, courtesy vehicle;
- ▶ Maintenance of the public restrooms in the Terminal Building, and general maintenance/housekeeping of all leasehold areas;
- ▶ Trash collection and trash disposal for leasehold areas;
- ▶ Aircraft ramp services (towing, parking guidance, etc.) during public hours;
- ▶ Operation of Unicom radio, issues NOTAMs and other necessary public information involving the airport operations and status;
- ▶ Assign and collect fees for transient tiedowns;
- ▶ Collect permanent tiedown fees; manage T-hangars; monitor compliance with rental agreements in T-hangars and activities on airport grounds;
- ▶ Employ an adequate number of properly trained and/or certified personnel to provide satisfactory FBO service;
- ▶ Attend and participate in Airport Commission meetings;
- ▶ Complete weekly inspections of the airport area and its paved areas, lighting and landing systems, and other on-ground systems, and report (or remedy and report) any issues identified from these inspections to the County.
- ▶ Complete daily inspections of the runway, taxiway and apron pavements for foreign objects and debris;
- ▶ Submit written monthly reports to the County summarizing the weekly inspections listed above, plus information regarding the previous month's fuel sales, tie-down rentals, T-hangar rentals, corporate hangar rentals, and general airport operations;
- ▶ Monitor on-airport activity and report any potential security and safety concerns to designated County personnel for potential remedies;
- ▶ Operate at all times those portions of the airport and its facilities which are within the leasehold of the FBO which are necessary to serve the aeronautical users of the airport in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. The FBO will not cause or permit any activity or action thereon which would interfere with its use for airport purposes;
- ▶ Furnish services to the public on a reasonable, and not unjustly discriminatory, basis to all users thereof, and charge reasonable and not unjustly discriminatory, prices for each unit or service.

Any other use of the Leased Premises shall be prohibited without the express written consent of the County and the Commission.

III TERMS AND CONDITIONS.

The following terms and conditions shall apply to and are a part of both the lease and the fixed base operator agreement as set forth above:

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1. STANDARD OF CARE. Red Mountain Aviation shall at all times manage and operate the Leased Premises in a careful, safe, prudent and efficient manner in keeping with the standards of an airport of the size and value of the Airport and in accord with Federal, State and county law and procedures.
2. SERVICES AND PERSONNEL. Red Mountain Aviation shall at all times provide adequate services to those using the Airport at reasonable and established rates customarily used by airports of like size and characteristics in this State, and shall employ a sufficient staff of experienced and capable personnel and furnish modern and adequate tools and equipment for such services.
3. DISCRIMINATION. Red Mountain Aviation agrees to operate the Leased Premises for the use and benefit of the public, to make available all facilities and services to the public without discriminatory or otherwise unreasonable charges or fees; however, Red Mountain Aviation shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
4. FUEL AVAILABILITY. Red Mountain Aviation will provide availability of fuel to users of the Airport twenty-four hours a day, seven days a week.
5. INSURANCE. Red Mountain Aviation agrees that at all times, hereafter, during the term of this lease, it shall maintain and keep in force a policy of \$1 million General Liability Insurance and adhere to Standard Tort Limits on all other coverages, provide Workers Compensation and Employers Liability Insurance of \$100,000 per employee, and provide Environmental Liability Insurance with \$1 million clean-up coverage. Red Mountain Aviation shall name County as an additional insured in said policy of insurance. The County will provide insurance for all buildings and fuel farm tanks.
6. INDEMNIFICATION. Red Mountain Aviation will indemnify County and Commission and save them harmless from and against any and all claims, actions, costs, judgments, liens, or liability for loss of life, personal injury or damage to property arising out of or resulting from the negligence of Red Mountain Aviation, its agents, licensees, concessionaires or employees in Red Mountain Aviation's use of the Leased Premises.
7. PAYMENTS TO COUNTY. Red Mountain Aviation shall within the first fifteen days of each month pay to County the following based on monies collected by Red Mountain Aviation during the preceding month:
 - A. Fuel Flowage Fee.
 - \$0.06 for each gallon of the first 10,000 gallons of aviation fuel dispensed by Red Mountain Aviation during the month.
 - \$0.1000 for each gallon of aviation fuel dispensed by Red Mountain Aviation during the month which is in excess of 10,000 gallons but less than 20,000 gallons.

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\$0.15 for each gallon of aviation fuel dispensed by Red Mountain Aviation during the month which is in excess of 20,000 gallons.

B. Monthly Rental in the amount of \$7,719 (\$92,628 per year).

Lessee shall maintain such records and books of account as may be necessary to document and justify all amounts payable to County under this lease, and shall maintain the same for at least three (3) years following the termination of this lease. County shall have a reasonable right of access to an inspection of all such books and records.

8. TAXES. Red Mountain Aviation agrees to pay any taxes which are properly assessed against it or its property located on the Leased Premises or arising out of business done on the Leased Premises.

9. ASSIGNMENT. Red Mountain Aviation shall not assign this lease and agreement without the written consent of County and Commission. County and Commission shall not unreasonably withhold approval.

10. NOTAMS AND NAVAGATIONAL AID FAILURE. Red Mountain Aviation shall report to the appropriate authorities and entities each situation at the Airport which is the proper subject of a Notice to Airmen and shall simultaneously notify of such notice the County's Airport Coordinator, David Rogers, 336-597-1734. The County will notify Red Mountain Aviation of any successor to Airport Coordinator.

Red Mountain Aviation shall report to the FAA and then to the Airport Coordinator, any defect or failure in any navigational aid on the Leased Premises.

11. QUIET ENJOYMENT. Red Mountain Aviation, upon performing the covenants and agreements of this Lease and Agreement shall quietly have, hold and enjoy the Leased Premises and all rights granted Red Mountain Aviation in this Lease and Agreement during the term hereof and extension hereto.

12. TERMINATION BY RED MOUNTAIN AVIATION. Red Mountain Aviation shall be entitled to declare this Lease terminated upon the occurrence of any of the following events:

A. The permanent abandonment of the Airport.

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Leased Premises or of the Airport, or any substantial part or parts thereof, in such manner as substantially to restrict Red Mountain Aviation for a period of at least ninety days from operating thereon.

C. Issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety days.

D. The default by County or Commission in the performance of any covenant or agreement herein required to be performed and the failure of County or

Commission to remedy such default for a period of sixty days after receipt from Red Mountain Aviation of written notice of such default.

13. TERMINATION BY COUNTY AND COMMISSION. This lease and agreement shall be subject to cancellation by County and Commission in the event Red Mountain Aviation shall:
- A. Be in arrears in the payment of rent for a period of fifteen days after written notice of same from County.
 - B. Make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or if it is adjudicated a bankrupt pursuant to an involuntary petition.
 - C. Not conduct business on the Leased Premises for a period of three days unless prohibited from doing so by action of the County or Commission.
 - D. Default in the performance of any covenant or agreement contained herein (except payment of rent) and such default continues for a period of sixty days after written notice of same from County.

Upon the occurrence of any of the aforesaid events, County and Commission may, without prejudice to any other rights they may have, cancel and terminate this Lease and Agreement by giving Red Mountain Aviation written notice of its election to so do and upon such cancellation, County may take immediate possession of the Leased Premises and shall have the right to remove Red Mountain Aviation's personal property without liability for damage to same. All rent due hereunder shall be payable to the date of said termination.

Failure of County and Commission to declare this Lease and Agreement terminated upon default of Red Mountain Aviation, shall not operate to bar or destroy the right of County and Commission to cancel this lease for any subsequent violation of the terms hereof.

14. GOVERNMENTAL AGREEMENTS. Red Mountain Aviation is aware that County and Commission have in the past, and intend in the future, to enter into agreements with the United States of America and the State of North Carolina concerning the application for funds for improvements to be made at the Airport. This Lease is expressly made subject to all of said agreements now existing, or hereafter to be entered into, and it is agreed that as to any conflict between the terms of any governmental agreement and this lease, said governmental agreement shall control.

15. REPORTS AND RECORDS. Within the first fifteen days of each month, Red Mountain Aviation shall provide to the Finance Office of County a monthly accounting of funds collected upon which are based the payments specified by Paragraph 7 above.

Within the first fifteen days of each calendar year, Red Mountain Aviation shall provide to the Person County Tax Collector, with a copy to the Airport Coordinator, a list of all aircraft based at the Airport and shall specify as to each such aircraft: (1) the name and mailing address of the owner, (2) make and model, and (3) estimated value.

16. NOTICE. Any notice required to be given under the terms of this lease may be made to Red Mountain Aviation by registered mail addressed to Red Mountain Aviation, c/o Bill Tougas, 385 Montgomery Drive, Timberlake, North Carolina, 27583 and Fax to Randall Latona, 978-475-4486, and as to County and Commission by registered mail addressed to County Manager, Person County Office Building, 304 S. Morgan Street, Room 212, Roxboro, North Carolina 27573, or at such other address as one of the parties may designate in writing to the other.

IN TESTIMONY WHEREOF, the parties to this Agreement have executed the same in duplicate originals, one of which is retained by each.

This the ____ day of _____, 2009.

RED MOUNTAIN AVIATION, INC.

William E. Tougas, President

ATTEST: _____

PERSON COUNTY AIRPORT COMMISSION

This the ____ day of _____, 2009.

Brantley T. Burnett, Chairman

WITNESS: _____

PERSON COUNTY, NORTH CAROLINA

This the ____ day of _____, 2009.

Johnny Myrl Lunsford, Chairman
Person County Board of Commissioners

ATTEST: _____
Faye T. Fuller, CMC, Clerk to the Board

NORTH CAROLINA
PERSON COUNTY

I, _____, a Notary Public for said State and County, certify that William E. Tougas personally appeared before me this date and acknowledged that he is President of Red Mountain Aviation and that on behalf and with its authority, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by its Secretary on this the ____ day of _____, 2009.

WITNESS my hand and official seal this the ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PERSON COUNTY

I, _____, a Notary Public for said State and County, certify that Brantley T. Burnett personally appeared before me this date and acknowledged the due execution of the document in his capacity as Chairman of the Person County Airport Commission.

WITNESS my hand and official seal this the ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PERSON COUNTY

I, _____, a Notary Public for said State and County certify that Faye T. Fuller personally appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners of Person County, North Carolina and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by Johnny Myrl Lunsford, Chairman of the Board of Commissioners, sealed with its seal, and attested by her as Clerk to the Board of Commissioners.

WITNESS my hand and official seal this the ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

A Resolution to Authorize Execution of a Lease

WHEREAS, the Person County Board of Commissioners desires to lease excess real estate owned by the County at the Person County Airport to a Fixed Base Operator.

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

- 1. The property proposed to be leased as a part of the Fixed Base Operation at the Airport is described as follows:**

The building known as the “terminal building”, the fuel storage and dispensing facility, paved aircraft apron area, the maintenance hangar, all aircraft tie-downs located on the paved apron and thirty T hangers on Airport property, and the 15,600 square foot corporate hangar (formerly GTE); and,

- 2. The property described above is not needed now and will not be needed for the term of the proposed lease; and,**
- 3. The proposed lease is for a 10 year period at a rental of \$7719 per month plus a percentage of fuel sales; and,**
- 4. The proposed lessee is Red Mountain Aviation, Inc.; and,**
- 5. The Chair of the Board is authorized to execute the attached lease.**

Done this 16th day of February, 2009.

Attest:

**Faye T. Fuller
Clerk to the Board**

**Johnny Myrl Lunsford
Chairman**

February 16, 2009

CONSIDERATION OF MALSR CONTRACT FOR AIRPORT

Public Works Director, David Rogers informed the Board that Person County is ready to have the contract approved to install the Approach Lighting System at the Airport. Mr. Rogers pointed out the bid tabulation and letter from Talbert & Bright recommending the low bidder, Central Builders, Inc. of Mebane. Mr. Rogers requested board approval of the contract as well as authorization of the Assistant County Manager to execute the contract documents.

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Lunsford, and **carried** to approve the contract as well as authorize the Assistant County Manager to execute the contract documents.

Person County Executive Airport
 MALSR System Installation
 TBI No. 3501-0602
 Bid Date: Thursday, January 22, 2009, 2pm

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By:  Date: 1/23/09

Base Bid		Engineer's Opinion of Probable Cost		Central Builders, Inc. of Mebane		Barnes & Powell Electrical Company, Inc.		
Item #	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total
1	P-150	MALSR System Installation	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 365,730.00	\$ 365,730.00
2	ITEM	Gravel Access Road	SY	2,500	\$ 45.00	\$ 112,500.00	\$ 24.70	\$ 61,750.00
3	ITEM	6" Chain Link Fence	LF	370	\$ 35.00	\$ 12,950.00	\$ 18.90	\$ 6,983.00
4	ITEM	6' Wide Fence Gate	Each	2.0	\$ 1,000.00	\$ 2,000.00	\$ 540.00	\$ 1,080.00
5	ITEM	10' Wide Fence Gate	Each	5	\$ 1,650.00	\$ 8,250.00	\$ 750.00	\$ 3,750.00
Total - Base Bid						\$ 360,700.00		\$ 440,303.00

Base Bid		Clyde Carter & Sons, Inc. dba Carter Construction Company		Airfield Weslem, LLC		Precision Approach, LLC		
Item #	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total
1	P-150	MALSR System Installation	LS	1	\$ 408,950.01	\$ 408,950.01	\$ 498,118.00	\$ 498,118.00
2	ITEM	Gravel Access Road	SY	2,500	\$ 28.00	\$ 70,000.00	\$ 27.20	\$ 68,000.00
3	ITEM	6" Chain Link Fence	LF	370	\$ 39.19	\$ 14,500.30	\$ 81.60	\$ 30,192.00
4	ITEM	6' Wide Fence Gate	Each	2.0	\$ 225.00	\$ 450.00	\$ 335.00	\$ 670.00
5	ITEM	10' Wide Fence Gate	Each	5	\$ 375.00	\$ 1,875.00	\$ 849.00	\$ 4,245.00
Total - Base Bid						\$ 493,775.31		\$ 601,225.00

1** Denotes correction of mathematical error.

3501

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CONSIDERATION OF WAIVER OF SPECIAL USE PERMIT CONDITION FOR CERTAINTEED GYPSUM

Planning Director, Paula Murphy appeared before the board and stated that on March 14, 2005, the Person County Board of County Commissioners approved a Special Use Permit (SU-03-04) to establish a gypsum board manufacturing facility on Shore Drive per an approved site plan with the following conditions: 1. approval from the NC Division of Water Quality on the wastewater permit must be obtained and a copy of the approval submitted to Planning and Zoning prior to a Zoning Permit, 2. all Federal, State and local permits to be obtained and a copy of those approvals submitted to Planning prior to a zoning permit, and 3. the site plan must include the height of all structures, all signage, all lighting, any buffers that are planned and the waste facility. The Planning Department has approved the site plan per item 3. CertainTeed has obtained the necessary permits for site grading and the installation of temporary office trailers. CertainTeed would like to start construction on the warehouse and office portion of the plant. As of now, CertainTeed has not obtained their air permit. One of the conditions of the Special Use Permit is that all Federal, State and local permits be obtained prior to the issuance of a Zoning Permit. The applicant is asking that this provision be waived so that they can obtain a Zoning and Building Permit for the construction on the warehouse and office portion of the plant. The permits for the processing portion of the facility will not be granted until all of the Federal, State and local permits are received.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to approve the Request the Waiver of Special Use Permit Condition for CertainTeed Gypsum.

BUDGET AMENDMENT:

Finance Director Amy Wehrenberg presented and explained the following Budget Amendment.

Upon a motion by Commissioner Jeffers , and a second by Commissioner Clayton and majority vote, the Board of Commissioners of Person County does hereby amend the Budget of the General Fund(s) on this, the 16th day of February 2009, as follows:

<u>Dept./Acct No.</u>	<u>Department Name</u>	<u>Amount</u> Incr / (Decr)
<u>EXPENDITURES</u>	<u>General Fund</u>	
	General Government	(18,000)
	Public Safety	8,500
	Transfer to Emergency Telephone Fund	(7,000)
	<u>Emergency Telephone Fund</u>	(7,000)
	<u>Bldg Construction, Roof Replmt & Paving Capital Project Fund</u>	1,325
<u>REVENUES</u>	<u>General Fund</u>	
	Other Revenues	2,825
	Fund Balance Appropriation	(19,325)
	<u>Emergency Telephone Fund</u>	
	Transfer from General Fund	(7,000)
	<u>Bldg Construction, Roof Replmt & Paving Capital Project Fund</u>	
Fund Balance Appropriated	1,325	

Appropriate: Donation to the Sheriff's Department (\$2,825); interfund transfers within the Telecommunications

Department; transfer of expenditures for road signs from the Emergency Telephone Fund (since they are not eligible expenses under this Fund) to the Emergency Telecommunications Department in the General Fund; transfer of remaining funds in Bldg Construction, Roof Replacement & Paving Capital Project Fund to be spent

on vehicle capital from the General Fund (-)\$1,325; and correction of a duplicate entry to Fund Balance and Professional Services in Governing Body for the Courthouse design fees (-)\$18,000.

Commissioner Kennington asked the Assistant County Manager if the design fees for the Courthouse project were a standard fee structure. Mr. Bailey stated he felt 8% design fees was in line for a project of this magnitude.

CHAIRMAN'S REPORT:

Commissioner Lunsford recognized the Clerk to the Board of Commissioners, Faye T. Fuller, for her services rendered to Person County noting the important role she has had with the Board, the County Manager and the County Attorney. The Board members extended their appreciation and noted this would be her last Board meeting.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried to proclaim February 16, 2009 as Faye T. Fuller day** in Person County.

County Attorney, Ron Aycock added that in his experience of not only as the attorney for Person County but as the Executive Director of the County Commissioner Association that Faye is not only known and respected in Person County but known and respected throughout the State and will be missed greatly.

MANAGER'S REPORT:

Assistant County Manager Paul Bailey updated the Board on the Rolling Hills project. Mr. Bailey stated that FEMA has approved the design by the Department of Transportation and has also agreed to reimburse 75% of the costs of repairs. Mr. Bailey further stated that the Department of Transportation does not have the funds to complete this project at this time but are hopeful funds will be included in the proposed stimulus package.

Commissioner Kennington asked Mr. Bailey is this is a "shovel ready" project and Mr. Bailey replied that it is "shovel ready" with the design completed and approved. The only remaining piece in this process is the bidding process that is estimated to be done within 30 days of funds becoming available.

COMMISSIONER REPORT/COMMENTS:

Commissioner Kennington told the Board that another bridge in Person County was lost last week due to structural damages. Commissioner Kennington stated the bridge is located on Gordonton Road, further noting both Gordonton Road and Rolling Hills Road leading to 158 are now closed.

Commissioner Kennington asked the group if a date was selected for the City/County Joint meeting. No date has been set.

Commissioner Jeffers asked the Assistant County Manager regarding lobbying for funds related to the proposed stimulus package. Mr. Bailey confirmed that a list of "shovel ready" projects have been submitted to the Association of County Commissioners as well as to the Department of Transportation. Mr. Bailey said he would follow up.

Commissioner Jeffers told the group that some of the Long family (Randy Long) that lived on the farm that is now Mayo Park is asking about some kind of recognition, i.e., possibly name a road after the Long family, etc. Mr. Bailey directed the request to the Parks and Recreation Department.

Commissioner Clayton mentioned the Board may be hearing more about the Upper Neuse River Basin rules on water quality in the future.

CLOSED SESSION

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Clayton, and **carried** to go into closed session per General Statute 143-318.11(a)(6) to discuss personnel issues and to consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the board of county commissioners or any other public body, and to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the board of commissioners or of some other public body.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to return to open session at 11:20 a.m.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to appoint Brenda B. Reaves Clerk to the Board of County Commissioners effective March 1, 2009.

ADJOURNMENT:

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Jeffers, and **carried** to adjourn the meeting at 11:25 a.m.

Brenda B. Reaves
Deputy Clerk to the Board

Johnny Myrl Lunsford
Chairman