

**DARE COUNTY AIRPORT AUTHORITY
410 AIRPORT ROAD, MANTEO, NC
Wednesday, July 29, 2020
AGENDA**

- 4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**
- ITEM 1 PUBLIC COMMENTS**
- ITEM 2 ENGINEER'S REPORT**
- ITEM 3 ALP UPDATE, NARRATIVE REPORT AND 18B SURVEY
– Local Match of 10% \$40,173 approval**
- ITEM 4 COMMUNITY GARDEN PROPOSED LICENSE AGREEMENT
– Manteo Rotary Club**
- ITEM 5 ATTORNEY'S REPORT**
- ITEM 6 CHAIR'S REPORT**
- ITEM 7 DIRECTOR'S REPORT**
a. Manteo Etheridge Cemetery
- ITEM 8 CONSENT AGENDA**
a. Approve Minutes– April 29, 2020 DCAA Meeting
b. Approve Minutes– June 24, 2020 DCAA Meeting
- ITEM 9 COMMENTS FROM THE AUTHORITY MEMBERS**
- ITEM 10 ADJOURN**

Dare County Regional Airport (MQI)

Airport Layout Plan Update, Narrative Report and 18B Survey

WBS: 36237.35.16.1

TBI #: 2301-1902

Estimated Project Budget

Revised July 20, 2020

		ALP Update, Narrative Report & 18B Survey Planning TBI Project: 2301-1902
(A101) ADMINISTRATIVE EXPENSES		
	SUBTOTAL	\$ -
(A102) PRELIMINARY ENGINEERING, TESTING		
	Project Formulation	\$ 14,800.00
	ALP Update with Narrative Report	\$ 290,600.00
	Subconsultant FAA 18B Aerial Survey and Mapping - Quantum Spatial	\$ 80,817.00
	SUBTOTAL	\$ 386,217.00
(A103) PROPERTY ACQUISITION		
	SUBTOTAL	\$ -
(A104) ENGINEERING SERVICES BASIC FEES		
	Grant Administration	\$ 7,510.00
	Subconsultant Services - Fixed Fee	\$ 8,000.00
	SUBTOTAL	\$ 15,510.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE TESTING, OTHER		
	SUBTOTAL	\$ -
(A106) CONSTRUCTION AND PROJECT IMPROVEMENT COST		
	SUBTOTAL	\$ -
<i>Rounding in EBS Reflected Here</i>		
GRAND TOTAL		\$ 401,727.00

Funding Summary

Total Funding Awarded:	\$ 402,000.00
Federal Apportionment Grant (90%):	\$ 361,554.00
Local Match (10%):	\$ 40,173.00
Unallocated balance:	\$ 273.00

Prepared by Robert B. Hobbs, Jr., Airport Attorney
Hornthal, Riley, Ellis & Maland, LLP
2502 South Croatan Highway
Nags Head, North Carolina 27959

LICENSE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

THIS LICENSE AGREEMENT (the "Agreement") is effective as of _____, 2020, by and between Dare County Airport Authority, a body politic and corporate, PO Drawer 429, Manteo, NC 27954 ("DCAA"), and Manteo Rotary Club, a North Carolina nonprofit corporation, whose mailing address is _____ ("MRC").

STATEMENT OF PURPOSE

DCAA is the owner of that certain real property and related improvements located at 1114 N. Highway 64/264, Manteo, NC, known as Dare County Tax Parcel 025189000, and more specifically described as a portion of said property on the south side of Fields Drive, to be more particularly defined and described pursuant to Section 3 below (the "DCAA's Property").

DCAA desires to grant a license to MRC for the purposes set forth in this Agreement, and MRC desires to accept a license from the DCAA for same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. Grant of License. DCAA hereby grants to MRC, subject to all of the terms and conditions hereof, a license to use the DCAA's Property for the purposes set forth in this Agreement, and under the terms and conditions contained in this Agreement. DCAA agrees not to charge a fee to MRC for this Agreement.
2. MRC Has No Interest or Estate. MRC agrees that it does not and shall not claim at any time any ownership, interest or estate of any kind or extent whatsoever in the Premises. DCAA's Property, by virtue of this license or MRC's occupancy or use hereunder. DCAA conveys no interest in the DCAA's Property to MRC by this Agreement.
3. Changes to the DCAA's Property. The DCAA's Director (the "Airport Director") shall designate the precise description, location and dimensions of the portion of the DCAA's Property that MRC may use under this Agreement and shall advise MRC of same. The Airport Director shall have the right to unilaterally modify, change, increase or diminish the size and location of the DCAA's Property at any time in the Airport Director's sole and exclusive discretion, and such change shall be effective upon notice of same by the Airport Director to MRC.

4. Maintenance. The DCAA's Property shall be maintained by MRC, at MRC's sole cost and expense.

5. Term. The term of this Agreement is three (3) years starting on the effective date. This paragraph is subject to the early termination provision in Section 10 herein.

6. No Improvements. MRC shall not improve the DCAA's Property.

7. Water. In the event that Dare County sends a bill to DCAA for County water service delivered to the DCAA's Property, MRC agrees to reimburse DCAA for such water charges.

8. Access. MRC and the gardeners who contract with MRC shall only use such access road to the DCAA's Property as shall be designated in writing by the Airport Director to MRC.

9. Parking or Storage of Equipment, Tools or Materials. MRC and its gardeners shall not allow vehicles, equipment, gardening tools, materials or supplies, or any personal property to be left on the DCAA's Property unattended or overnight, except for the small garden shed owned by MRC that contains donated equipment and tools, which shall be kept locked.

10. Early Termination. Either party may terminate the license at any time before the expiration date by giving the other party at least thirty (30) days written notice of such termination.

11. No Fencing. MRC or its gardeners shall not install any fencing on the DCAA's Property.

12. Use. MRC and the gardeners under contract with MRC shall use the DCAA's Property for the sole purpose of installing and maintaining private-use gardens. Garden plots shall be used only for growing vegetables and flowers for the gardener's own use or for donation to charitable organizations. Growing vegetables and flowers for commercial use is prohibited. Garden products shall not be sold. Growing trees is prohibited.

13. No Use of Chemicals. There shall not be any use of chemical pesticides, herbicides, weed killers, artificial fertilizers, insecticides, and chemical fertilizers on the DCAA's Premises. Use of raw human or animal waste including manure is not allowed due to environmental and health concerns; however, fully composted manures such as steer or chicken manures are allowed. Non-synthetic fertilizers such as fish meal, bone meal, kelp meal, may be used.

14. No Pets. Dogs, cats and other pets are not allowed on the DCAA's Property at any time.

15. Selection of Gardeners. DCAA must approve the criteria used by MRC to select those persons who MRC will allow to plant a garden on the DCAA's Property. Such selection criteria shall not discriminate on the basis of race, color, ethnicity, national origin, gender, disability, age, religion, marital status, pregnancy, sexual orientation or gender identity.

16. Management of Gardeners. MRC shall have the sole and exclusive duty to manage the gardens and gardeners who use the gardens on the DCAA's Property. DCAA must approve MRC's rules and regulations that pertain to the gardeners and use of the DCAA's Property for gardens.

17. No Loud Noises. MRC shall not permit its gardeners to use noisy equipment, or to play loud radios or other amplified sound equipment, at any time. MRC and its gardeners shall be respectful of the persons who occupy homes near the DCAA's Property.

18. No Use of Alcohol or Illegal Substances. There shall be no use of alcoholic beverages or illegal substances on the DCAA's Property at any time.

19. Removal of Dead Plants. MRC or its gardeners shall promptly remove all dead plants and gardening materials after each growing season.

20. Indemnification. MRC shall indemnify DCAA and hold DCAA harmless from any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the DCAA's Property by MRC, or the MRC's gardeners, invitees, customers, or guests of the MRC.

21. Modification. The terms, covenants, conditions and provisions of this Agreement may not be extended, abrogated, modified, rescinded or amended in whole or in part only except with the consent of DCAA and MRC and only in writing.

22. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

23. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. As used herein, words in singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

24. Notices. Any notices or other communications to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person or mailed by United States certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses stated above, or to such other address as shall be given in writing by one party to the other.

25. Waiver. No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

26. Captions. The captions of the various paragraphs of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

27. No Recordation. The parties agree that neither party will record this Agreement in the public land records of Dare County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above written.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY: _____
Charles Davidson, Chair

(Affix Corporate Seal)

ATTEST:

Marge Stauffer, Clerk to the Board

MRC:

MANTEO ROTARY CLUB, a North Carolina
nonprofit corporation

BY: _____ (SEAL)
Name: _____
Title: _____