

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MARCH 5, 2020, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Public comment period.
5. Mayor Smith with present to Ms. Tammy O'Kelly, CEO of the Randolph County Tourism Development Authority, the *Asheboro Pride Award* for her receipt of the Lifetime Achievement in Travel and Tourism Award.
6. Mayor Smith will lead the council's extension of congratulations to Mayor Pro Tem Walker Moffitt for his appointment by Governor Roy Cooper to serve as Chair of the North Carolina Zoo Council.
7. Mayor Smith will lead the recognition of Public Services Superintendent Dwain Maness for his years of dedicated service to the City of Asheboro.
8. City Engineer Michael Leonard, PE will introduce for the council's consideration the Asheboro Airport Authority's recommendation of two potential candidates to fill the vacant seat on the Asheboro Airport Authority.
9. Community Development Director Trevor Nuttall will present for possible council action the applications received for the vacant seat on the City of Asheboro Planning Board.
10. Consent agenda:
 - (a) Approval of the meeting minutes for the city council meeting held on February 6, 2020.
 - (b) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for January 6, 2020.
 - (c) Approval of the community development division's request to schedule and advertise public hearings on the following land use cases that have been submitted in time for full consideration during the council's next regular meeting on April 9, 2020:

- (i) A Special Use Permit application requesting approval for a Manufacturing, Processing, and Assembly (Light) land use on property, which is zoned B2 (General Commercial), at 468 North Fayetteville Street (Randolph County Parcel Identification Number 7751859284).
 - (ii) An application to rezone property located at 137 North Randolph Avenue (Randolph County Parcel Identification Number 7761027972) from R7.5 (Medium-Density Residential) to B2 (General Commercial).
 - (iii) A zoning ordinance text amendment application pertaining to Recreational Vehicle/Travel Park/Camp land uses in the B2 and TH zoning districts, including but not limited to Article 200, Table 200-2 (Table of Permitted Uses) and Article 300A.
 - (d) Approval of a resolution concurring with amendments made by the city manager to the City of Asheboro Employee Policies and Procedures Manual in order to improve the process for calculating the overtime compensation (in premium pay or compensatory time) of employees engaged in law enforcement activities.
- 11. City Engineer Michael Leonard, PE will present a request for council action on a grant agreement pertaining to lighting rehabilitation at the Asheboro Regional Airport.
- 12. City Manager John Ogburn will report on the computer software upgrade for the utility billing operation and the finance operation as budgeted in the 2019-2020 fiscal year.
- 13. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
- 14. Adjournment.



RECEIVED

Dec 2017 HD

INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS

Name Linda Brown
Address 137 S. Fayetteville St, Asheboro, NC 27203
Phone 336-626-2626 E-mail LBrown@Asheboro.com

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement? ☒ Yes ☐ No

Do you live within the City Limits of the City of Asheboro? ☐ Yes ☒ No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction? ☐ Yes ☐ No

Indicate board/commission/authority on which you would be interested in serving (check all that apply)
(For information on these groups, visit the City's Web site at www.asheboronc.gov.)

☒ Airport Authority

☐ Redevelopment Commission

☐ Asheboro ABC Board

☐ Planning Board/Board of Adjustment

☐ Other: _____

Are you interested in serving in any other community volunteer activities? ☐ Yes ☒ No

If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

I already work with Community
events involving the City: Pigs & Pedals, Field
of Honor, Christmas Parade & Christmas on Sunset.

Why do you wish to serve the City in this capacity? Having spent the bulk of
my career in travel & tourism, and then in economic development
I have a keen interest in doing what I can to help the airport grow and thrive.
Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

☐ Yes ☒ No If yes, explain complete disposition. _____

Form Continues on Back

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

☐ Yes ☒ No If yes, explain _____

NOTE: This information along with other material may be used by the City Council in making appointments to Boards / Commissions and in the event you are appointed, it may be used as a basis for a news release to identify you to the community. Information collected on this form is subject to inspection and copying by third parties as a matter of public record.

Brenda Brown

Signature

Dec 6, 2017

Date

Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.

Is Randleman in
Asheboro's
Extraterritorial
Planning Jurisdiction?
I'm assuming it is
Not, but left the
check box blank as
I was not 100%.

Received 12/28/12
(HP)



INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS

Name Keith G. Hodgins Jr
Address 4319 Highway 22 South, Ramsey, NC
Phone 336-879-5809 E-mail newig@aol.com

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement? ☒ Yes ☐ No

Do you live within the City Limits of the City of Asheboro? ☐ Yes ☒ No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction? ☐ Yes ☒ No

Indicate board/commission/authority on which you would be interested in serving (check all that apply)
(For information on these groups, visit the City's Web site at www.asheboronc.gov.)

- | | |
|---|---|
| ☒ Airport Authority | ☐ Redevelopment Commission |
| ☐ Asheboro ABC Board | ☐ Retiree Attraction Committee |
| ☐ Community Appearance Commission | ☐ Sports Policy Review Committee |
| ☐ Planning Board/Board of Adjustment | ☐ Other: _____ |

Are you interested in serving in any other community volunteer activities? ☐ Yes ☒ No
If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

Why do you wish to serve the City in this capacity? AOPA Airport Support
Network has assigned Asheboro Airport to me. (SEE NEXT PAGE)

Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

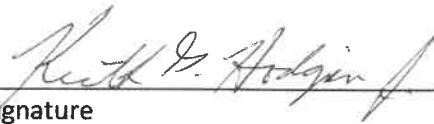
☐ Yes ☒ No If yes, explain complete disposition. _____

Form Continues on Back

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

☐ Yes ☒ No If yes, explain _____

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Signature

12 Dec 2012
Date

Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.

I AM A COMMERCIAL PILOT FLIGHT INSTRUCTOR. I AM A RETIRED ENGINEER. I VOLUNTEER WITH THE AVIATION MUSEUM, AND INTERESTED IN THE AIRPORTS OPERATION AND IMPROVEMENTS.

CITY OF
ASHEBORO
NORTH CAROLINA

INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS

Name Harold Odell Anderson
Address 507 N. Elm St. Asheboro, NC
Phone (336) 460-9424 E-mail _____

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement? ☒ Yes ☐ No

Do you live within the City Limits of the City of Asheboro? ☒ Yes ☐ No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction? ☒ Yes ☐ No

Indicate board/commission/authority on which you would be interested in serving (check all that apply)
(For information on these groups, visit the City's Web site at www.asheboronc.gov.)

☐ Airport Authority

☒ Redevelopment Commission

☐ Asheboro ABC Board

☒ Planning Board/Board of Adjustment

☐ Other: _____

Are you interested in serving in any other community volunteer activities? ☐ Yes ☒ No

If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

Why do you wish to serve the City in this capacity? To obtain a greater understanding and to help shape the future of the city of Asheboro.

Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

☐ Yes ☒ No If yes, explain complete disposition. _____

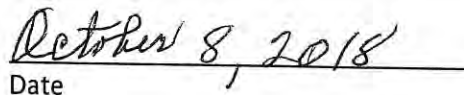
Form Continues on Back

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

☐ Yes ☒ No If yes, explain _____

NOTE: This information along with other material may be used by the City Council in making appointments to Boards / Commissions and in the event you are appointed, it may be used as a basis for a news release to identify you to the community. Information collected on this form is subject to inspection and copying by third parties as a matter of public record.


Signature


Date

Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.

**Harold Anderson
507 N. Elm St.
Asheboro, NC 27203**

Objective: To obtain a position on the Planning or Redevelopment Board.

**Qualifications: Past member of the board of directors for the YMCA.
Past member of the board of directors for the Boys & Girls Club.
Served as Advisor of youth for the NAACP
Served on the Asheboro Daycare Board
Presently, President of East-side Homes Board**

**Education: High School Diploma
Three years of College at Morgan State University**

**Work Experience: Owner of Anderson Home Repairs
Bus Driver for Holiday Tours and Trailways
Retired from Trailways**

**Church Affiliation: St. Luke United Methodist Church
Past Chair of Administrative Board
Past Chair of the Trustee Board
Member of Chancel Choir**

**Affiliations: Masonic Temple, Lodge 501
United Methodist Men**

**Community Involvement: Initiated Boxing Club
Coached Basketball & Football for Parks & Rec
and the YMCA**

Served on other boards and in other capacities. Information will be given upon request.

CITY OF
ASHEBORO
NORTH CAROLINA

RECEIVED

FEB 28 2020

HD

INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS

Name Curtis J. Shipley
Address 847 Edgewood Road, Asheboro, NC 27205
Phone 336-633-8396 E-mail curtisjshipley@gmail.com

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement? ☒ Yes ☐ No

Do you live within the City Limits of the City of Asheboro? ☒ Yes ☐ No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction? ☐ Yes ☒ No

Indicate board/commission/authority on which you would be interested in serving (check all that apply)
(For information on these groups, visit the City's Web site at www.asheboronc.gov.)

☐ Airport Authority

☒ Redevelopment Commission

☐ Asheboro ABC Board

☒ Planning Board/Board of Adjustment

☐ Other: _____

Are you interested in serving in any other community volunteer activities? ☒ Yes ☐ No

If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

Anything that would utilize my legal training and experience.

Why do you wish to serve the City in this capacity? I have lived in Asheboro for 17 years and would like to find more ways to serve the community.

Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

☒ Yes ☐ No If yes, explain complete disposition. I pleaded guilty to a misdemeanor for stealing a street sign while in college in 1985.

Form Continues on Back

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

☐ Yes ☒ No If yes, explain _____

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Signature

2-27-2020

Date

Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.

Curtis J. Shipley

847 Edgewood Road
Asheboro, NC 27205
(336) 633-8396

EMPLOYMENT

Ellis & Winters LLP

Greensboro, NC

Partner (June 2004 to Present)

Law practice focusing on complex commercial, environmental, and construction litigation.

Moore & Van Allen PLLC

Charlotte, NC and Raleigh NC

Associate (September 1992 to December 1997), Partner (January 1998 to June 2004)

Law practice focusing on complex commercial, environmental, and construction litigation.

Sidley & Austin

Washington, DC

Associate (September 1989 to August 1992)

Law practice focusing on complex commercial litigation and federal Superfund work.

Hon. Myron H. Bright, U.S. Court of Appeals for the Eighth Circuit

Fargo, ND

Law Clerk (August 1988 to August 1989)

Prepared bench memoranda and assisted with drafting court opinions.

EDUCATION

University of Iowa College of Law

Iowa City, IA

Juris Doctor, with *High Distinction* (May 1988)

Articles Editor, *Iowa Law Review*

Semi-Finalist, Van Oosterhout Moot Court Competition

Member of Board of Trustees, Student Publications, Inc. (publisher of *The Daily Iowan*)

Northwestern University

Evanston, IL

B.S. Journalism (June 1985)

Publisher, *Byline*, *Northwestern's Journalism Quarterly*

Completed internships as a reporter at two newspapers

CIVIC

Board of Trustees, Greater Carolinas Chapter of National MS Society (January 2019 to present)

**Minutes of the meeting of the Asheboro Alcoholic Beverage
Control Board held on January 6, 2020**

147

The Asheboro ABC Board met on Monday, January 6, 2020, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, Board Member Bob Morrison, and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses).

Monthly drafts and EFT payments were reviewed and approved by the Board.

The GM advised he would update the Board concerning Asheboro PD's minor undercover operation at the February meeting.

The ABC Commission, pursuant to §18B-702(j), previously approved the GM to also serve as the Board's Finance Officer. The approval is set to expire February 28, 2019, unless an extension is requested and approved. Bob Morrison moved that the Chair make a request to the ABC Commission to extend the GM's ability to also serve as the Board's Financial Officer and the motion was approved.

The GM discussed problems with the store's security cameras failing to record in many instances. The current system was installed during June 2013. The GM discussed repair or replacement options and submitted a replacement cost proposal from Asheboro Fire and Security. After discussion, Steve Knight moved the system be replaced and the motion was approved by the Board.

The Board heard reports from the General Manager concerning the following issues:

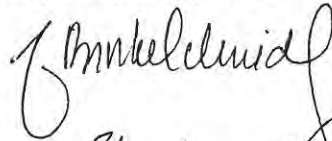
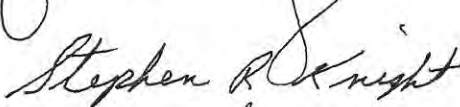
1. Asheboro ABC sales statistics comparing:
 - December 2019 sales with the previous month indicate:
 - An overall +34.5% change (all sales and tax collections)
 - December 2019 sales with sales from the same month last year indicate:
 - Retail Sales +2.4%
 - Mixed Beverage Sales: +23.5%
 - Sales Tax Collections: +2.3%
 - Overall Collections: +3.92%

- o December 2019 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +1.9%
 - Mixed Beverage Bottle Sales: +25.1%
 - Overall Bottle Sales: +2.9%

The next regular Asheboro ABC Board meeting will be held Monday, February 3, 2020, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 2-3-20 
GM


GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT

AIRPORT: **ASHEBORO REGIONAL**

BETWEEN

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36237.23.17.1**

CITY OF ASHEBORO

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF ASHEBORO**, the public agency owning the **ASHEBORO REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JUNE 1, 2021** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

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 *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated **JANUARY 6, 2020** to the Department for Non-Primary Entitlement funds for the **ASHEBORO REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$124,268** as allocated on the attached cover letter or any subsequent cover letters (if applicable), not to exceed **90 percent** of the federal share of the final, eligible project costs of **\$138,076** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

LIGHTING REHABILITATION (DESIGN/BID)

NOW THEREFORE, the Sponsor and the Division of Aviation (“Division”) do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

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

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4

TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____(SEAL)
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____(SEAL)

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____(SEAL)

TITLE: _____

DATE: _____

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 from the Department 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 approval 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 restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this 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.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. 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-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-6. The Sponsor shall notify the Division within thirty (30) days of completion of all work performed under this Agreement.

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 Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).