

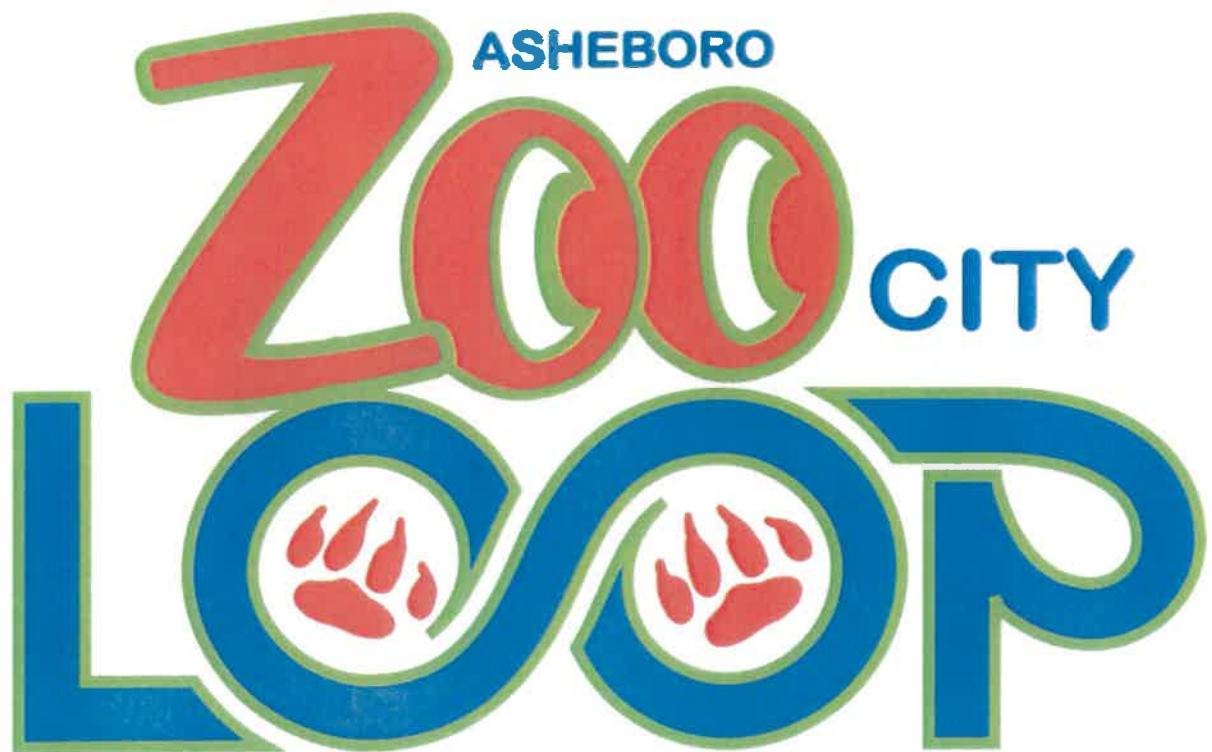
**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, FEBRUARY 10, 2022, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Public comment period.
5. Mr. Steve Hackett, CPA with the firm of William R. Huneycutt, CPA, PLLC will present the year-end audit report for fiscal year 2020-2021.
6. Randolph County Senior Adults Association Executive Director Mark Hensley and Transportation Director Tawanna Williams will present a proposal for a local fixed route bus route serving Asheboro.
7. Chief Building Inspector Eddie Garner will present the annual building inspections department report.
8. Code Enforcement Officer Chuck Garner will present the annual report on code enforcement office activities.
9. Consent agenda:
 - (a) Approval of the meeting minutes for the regular city council meeting on January 6, 2022.
 - (b) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for December 6, 2021.
 - (c) Approval of the community development division's request to schedule for March 10, 2022, and to advertise, a legislative hearing on the question of applying city zoning district A (Airport) to the city owned-property at the Asheboro Regional Airport that is already within the city limits.
 - (d) Approval of a resolution awarding certain equipment to the surviving spouse of the late Fire Battalion Chief Christopher A. Hoover.

10. Community Development Director Trevor Nuttall will introduce two items:
 - (a) Case No. RZ-22-01: A legislative hearing on a zoning map amendment application seeking to apply conditional zoning, specifically the B2 (CZ) zoning district, to property at 1558 and 1590 Zoo Parkway (Randolph County Parcel Identification Numbers 7750955455 and 7750955360); and
 - (b) Consideration of an amended agreement with the United Way of Randolph County to assist in the administration of the CDBG-CV Program.
11. Water Resources Director Michael Rhoney, PE will request approval to procure, through a group purchasing program, equipment for the Lake Reese Raw Water Pump Station 600 KW Generator System Project.
12. City Engineer Michael Leonard, PE will request council action on the following two items pertaining to the annexation petition received from the owners of the property at 1417 East Salisbury Street:
 - (a) A public hearing on the question of annexation; and
 - (b) Final action on an annexation ordinance.
13. City Engineer Michael Leonard, PE will request approval of a grant agreement with the North Carolina Department of Transportation for the corporate hangar project at the Asheboro Regional Airport.
14. Mayor Smith will ask the council to consider entering into closed session in order to consult with the city attorney and protect the attorney-client privilege.
15. Mayor Smith will announce the return to open session and will invite council action on the request originally submitted during the January 2022 council meeting for the City of Asheboro to join, for a limited purpose, in the execution of the amended and restated asset purchase agreement pertaining to Randolph Health.
16. Upcoming events and items not on the agenda.
17. Adjournment.



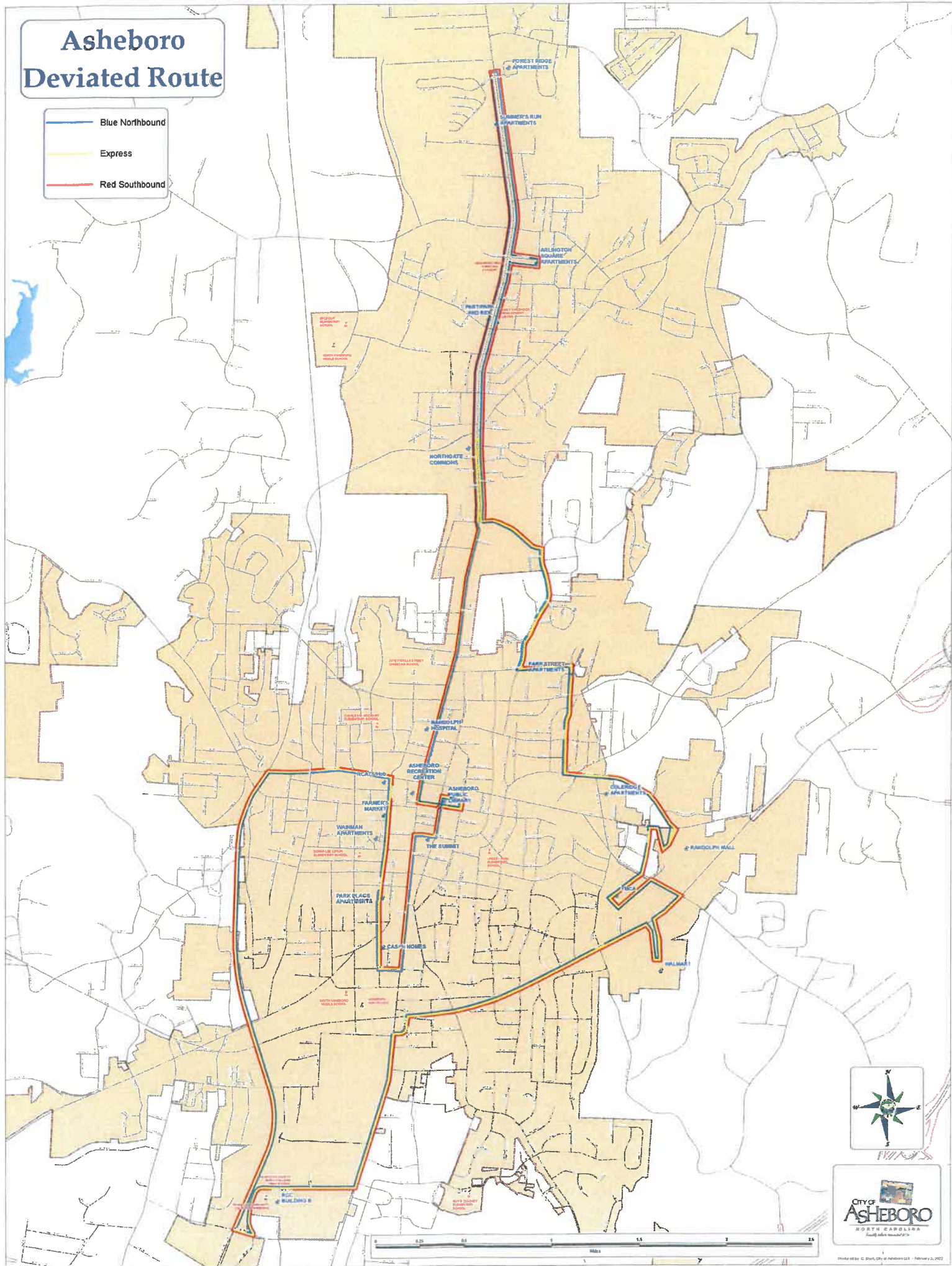
Regional Coordinated Area Transportation System (RCATS)



Regional Coordinated Area Transportation System (RCATS)

Asheboro Deviated Route

- Blue Northbound
- Express
- Red Southbound



ASHEBORO ZOO CITY LOOP RED AND BLUE ROUTE

ZOO CITY DEVIATED ROUTE

• RCATS HUB-347 West Salisbury Street/Church Street Lofts
• DOWNTOWN-FARMER'S MARKET/THE LOFT--DOWNTOWN BUSINESSES
• HOUSING AUTHORITY/Wainman Apartments
• Memorial Park (Park Place and other apts.
• Caspen Homes
• The Summit
Library
Recreation Center
Hospital
• Arlington Square
• Forest Ridge Apartments
• Summer's Run
PART/Park and Ride
Northgate Commons
• Farr Street Apartments
• Coleridge Apartments
Randolph Mall (Main Entrance)
YMCA
Walmart
RCC-Building B

Red Route starts going NORTH

Blue Route starts going SOUTH

*= Residential Stops

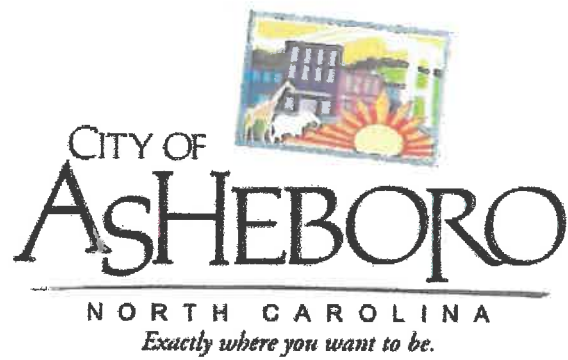
7:00am	
8:30am	
10:00am	
11:30am	
1:00pm	
2:30pm	
4:00pm	
5:30pm	

**8 LOOPS PER DAY
Monday-Friday**

	AM SHIFT
	MID DAY SHIFT
	EVENING SHIFT

Note: When a deviated route vehicle is out of service for maintenance a RCATS vehicle within the fleet will be used

ASHEBORO ZOO CITY LOOP							
RED AND BLUE ROUTE EXPENSE PROJECTION							
		Drivers Needed	Hours per week	Weeks per year	Hourly Rate	Annual Salary	
6:30-12:00	AM	2	25	52	\$ 11.00	\$ 28,600.00	
11:00-3:00	MID DAY	2	25	52	\$ 11.00	\$ 28,600.00	
3:00-8:00	EVENING	2	25	52	\$ 11.00	\$ 14,300.00	
SUBSTITUTE		2	25	26	\$ 11.00	\$ 12,480.00	
PT DISPATCHER		1	20	52	\$ 12.00	\$ 12,480.00	
PT DISPATCHER				Salary Total		\$ 112,580.00	
MON	4p-8p	4HRS					
TUE	4p-8p	4HRS		Taxes and Benefits		\$ 14,500.20	
WED	4p-8p	4HRS					
THU	4p-8p	4HRS			TOTAL	\$ 127,080.20	
FRI	4p-8p	4HRS					
		20 hours/wk	Total Hours				
Management-15 hours/week		1	10	52		\$ 17,500.00	
Admin.-10 hours/wk		1	10	52		\$ 7,000.00	
					TOTAL	\$ 24,500.00	
VEHICLES & MAINTENANCE							
2-22 foot LTV's			\$ 130,000.00	(\$65,000 per vehicle estimate)			
	Fuel		\$ 12,000.00				
	Maintenance		\$ 13,000.00				
2 Vehicle Graphics			\$ 2,000.00				
20 Bus Stop Signs (\$100.00 ea)			\$ 2,000.00				
		TOTAL	\$ 159,000.00				
				TOTAL COST	\$ 310,580.20		
				Rounded Cost:	\$320,000.00		



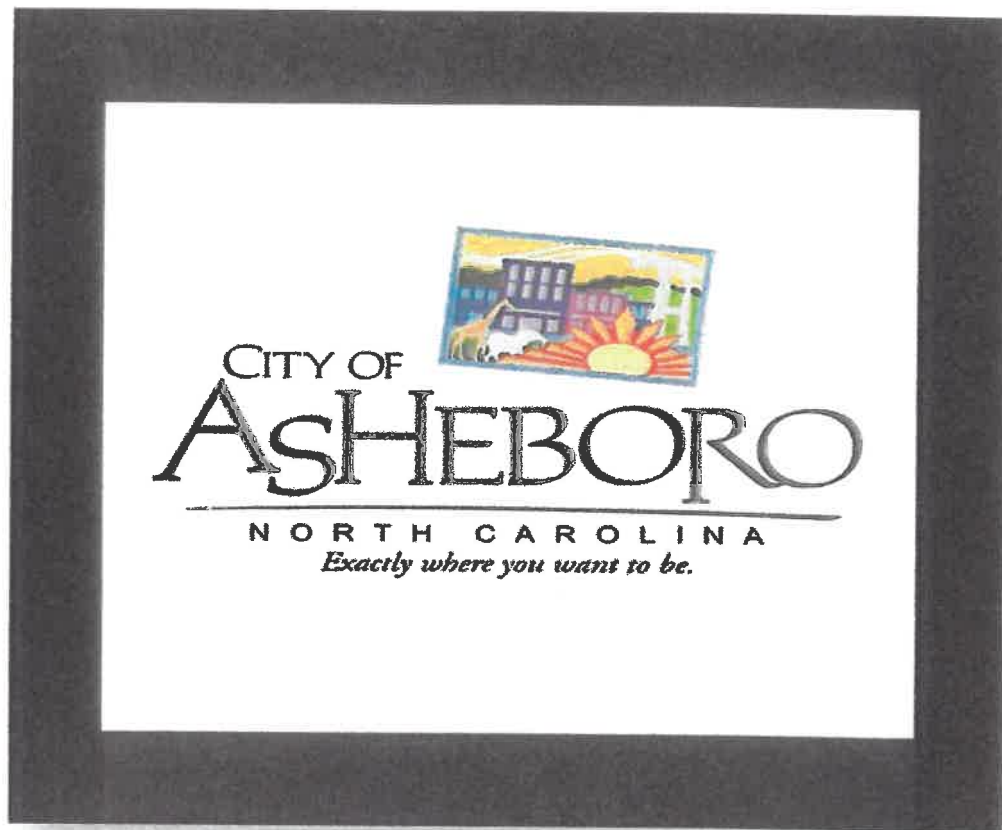
2021

City of Asheboro

Building Inspections Department

Annual Report

City of Asheboro
Building Inspections
Department Staff



Eddie L. Garner

Chief Building Inspector

Jimmy L. Cagle

Part-time Inspector (All Trades)

Tammy M. Williams

Deputy City Clerk



Mayor, Members of the City Council,

The City of Asheboro Building Inspection Department has undergone several changes during 2021, and continued to function efficiently and effectively notwithstanding the challenges of the current pandemic. Measures were taken to ensure the continued health and safety of both employees and customers while providing exceptional customer service.

Upon the retirement of Mr. Randy Purvis in May 2021, a new Chief Building Inspector, Mr. Eddie Garner was hired. The introduction and implementation of iWorq, a new online permitting software system in September 2021 enabled customers to not only apply for permits online, but also make payments and request inspections. The new online permitting system is undoubtedly more efficient for both employees and customers.

New single family construction has increased approximately 30 percent over 2020 with 110 new residential building permits issued from January 2021 through December 2021. There were a total of 50 residential alteration/addition permits issued from January 2021 through December 2021 bringing the valuation total to \$11,260,959.00. WJH, LLC (Century Complete) was a large contributing factor with approximately 74 percent of the number of new residential permits purchased, with 68 new single family dwellings permitted.

Commercial permitting increased significantly in 2021, generating \$46,020,000.00 in tax valuation. From January 2021 through December 2021 there were a total of 27 new commercial building permits issued and 27 commercial remodel/upfit permits issued. The total revenue generated from building permits, both residential and commercial including new construction, remodel, additions and upfit was \$123,240.00 and increase of approximately 32 percent.

Randolph County Jail expansion, Asheboro High School, Starpet Subsidiary, Inc., Asheboro Self Storage, Thomas Tire, and Covanta Environmental are just a few of the large commercial projects that were permitted in the City of Asheboro during 2021.

The City of Asheboro Building Inspections Department has performed well and exceeded the previous year in most categories.

The building inspections department looks forward to making 2022 a very successful year. We will continue to work closely with all departments within the city to make Asheboro the place everyone wants to be.

Respectfully submitted,

A handwritten signature in purple ink that reads "Eddie Garner". The signature is written in a cursive, flowing style.

Eddie L. Garner

Chief Building Inspector

2021 Revenue Summary by Trade

Month Issued	Building Permits	Electrical Permits	Heating/Air Permits	Plumbing Permits	Monthly Revenue
January	\$12,514.50	\$1,730.00	\$1,170.00	\$545.00	\$15,959.50
February	\$13,388.00	\$1,370.00	\$3,500.00	\$3,205.00	\$21,463.00
March	\$15,566.50	\$2,310.00	\$2,640.00	\$90.00	\$20,606.50
April	\$7,814.00	\$3,205.00	\$5,350.00	\$3,490.00	\$19,859.00
May	\$6,267.00	\$3,205.00	\$3,490.00	\$5,350.00	\$18,312.00
June	\$8,648.00	\$8,450.00	\$2,500.00	\$850.00	\$20,448.00
July	\$17,125.00	\$2,436.00	\$2,030.00	\$1,775.00	\$23,366.00
August	\$8,593.00	\$2,858.00	\$1,610.00	\$1,640.00	\$14,701.00
September	\$22,234.00	\$2,834.00	\$4,090.00	\$4,515.00	\$33,673.00
October	\$4,960.00	\$1,760.00	\$2,700.00	\$710.00	\$10,130.00
November	\$2,350.00	\$1,150.00	\$1,480.00	\$1,310.00	\$6,290.00
December	\$3,780.00	\$1,390.00	\$1,640.00	\$1,730.00	\$8,540.00
Total	\$123,240.00	\$32,698.00	\$32,200.00	\$25,210.00	\$213,348.00

**Building Permit Valuations
for
Residential and Commercial
2021**

	New Construction Residential and Commercial	Additions & Alterations Residential and Commercial	Total Valuations Residential and Commercial
January	2,559,900.00	3,664,900.00	6,224,800.00
February	2,518,600.00	2,583,000.00	5,101,600.00
March	2,466,900.00	1,651,000.00	4,117,900.00
April	1,236,000.00	274,000.00	1,510,000.00
May	2,286,000.00	373,400.00	2,659,400.00
June	1,236,000.00	274,000.00	1,510,000.00
July	2,709,000.00	1,121,600.00	3,830,600.00
August	22,833,000.00	246,000.00	23,079,000.00
September	7,446,800.00	3,024,334.00	10,471,134.00
October	707,000.00	750,800.00	1,457,800.00
November	294,000.00	164,800.00	458,800.00
December	1,436,775.00	63,000.00	1,499,775.00
Total	47,729,975.00	14,190,834.00	61,920,809.00

**Commercial and Residential
Permits and Valuations Issued
Previous 5 Years
(Excluding Manufactured Homes)**

Commercial Permits Issued

Valuation of Permits Issued

Number of Permits

2016	61	\$19,097,300.00
2017	72	\$18,088,543.00
2018	45	\$23,004,500.00
2019	52	\$23,004,500.00
2020	57	\$18,008,595.00
2021	54	\$46,020,000.00

Averages out to a value increase of 155% over 2020 \$28,011,405.00

Residential Permits Issued

Valuation of Permits Issued

Number of Permits

2016	122	\$5,646,966.00
2017	61	\$5,606,500.00
2018	159	\$1,309,700.00
2019	107	\$5,455,450.00
2020	156	\$10,153,220.00
2021	160	\$11,260,959.00

Averages out to a value increase of 10.9% over 2020 \$1,107,739.00

**Number of Permits and Dwelling
Structures and Dwelling Units Issued**

	Single Family Permits		Duplex Dwelling Permits		Manufactured Home Permits	Townhome Permits	
January	12		1		0		
February	8		0		0		
March	17		1		0		
April	1		0		4		
May	8		0		0		
June	21		0		1	7	
July	7		0		1		
August	2		0		2		
September	3		0		0		
October	0		0		1	3	
November	5		0		2		
December	1		1		1		
Total	85	0	3	0	12	10	110

**New Dwelling Units Constructed During Previous 10 Years 2011-2021
Single Family Dwellings, Townhome Dwellings, and Duplex Dwellings**

2011	81
2012	144
2013	20
2014	24
2015	37
2016	51
2017	64
2018	91
2019	46
2020	85
2021	110

Average Increase is 29% over 2020

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JANUARY 6, 2022
7:00 PM**

This being the time and place for a regular meeting of the Asheboro City Council, a meeting was held with the following elected officials and city management team members present:

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)
Kelly L. Heath)
William N. McCaskill) – Council Members Present
Walker B. Mofftt)
Jane H. Redding)
Charles A. Swiers)

John N. Ogburn, III, City Manager
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk
Jason A. Hanson, Police Major
P. Douglas Kemp, Human Resources Director
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, CMC, Deputy City Clerk

1. Call to order

A quorum thus being present, Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.

2. Moment of Silent Prayer and Pledge of Allegiance

After a moment of silence was observed in order to allow for private prayer and meditation, Mayor Smith asked everyone to stand and recite the pledge of allegiance.

3. Public Comment Period

Mayor Smith opened the floor for public comments.

Mr. Donny Wright expressed his concerns about the speed of vehicles using Rockcliff Terrace. Currently, the speed limit is 35 miles per hour, and he requested that the speed limit be reduced to 25 miles per hour. This request will be reviewed by city staff.

When no additional speakers asked to be recognized, Mayor Smith closed the public comment period.

4. Recognition of Ms. Katie L. Snuggs

Mayor Smith presented a signed resolution, which was previously adopted by the Asheboro City Council during its regular December meeting, honoring Ms. Katie L. Snuggs for her dedicated years of service on the Asheboro City Council. Along with the resolution, Mayor Smith presented an award to Ms. Snuggs from Representative Pat Hurley (NC House 70).

No formal action was taken by the council during this portion of the meeting.

5. Randolph Health Asset Purchase Agreement

Attorney Robert L. Wilson, Jr. discussed a request for the city to agree to serve as an express third-party beneficiary under the Asset Purchase Agreement between Randolph Health and American Healthcare Systems, LLC. Based on the consensus of the council members, the legal instrument in question will be reviewed by the city's legal counsel and discussed at the next regular meeting.

6. Asheboro Fire and Rescue

Deputy Fire Chief Timothy E. Cockman reported that the Asheboro Fire Department recently earned its heavy rescue certification. In order to earn the certification, fire department personnel completed 6,000 hours of training. The fire department will now be identified as Asheboro Fire and Rescue.

No formal action was taken by the council during this portion of the meeting.

7. Consent Agenda

Council Member Burks moved, and Council Member Swiers seconded the motion, to approve/adopt the consent agenda as presented. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(a) The City Council Meeting Minutes for December 9, 2021

The meeting minutes for the city council's regular meeting on December 9, 2021, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) The Asheboro ABC Board Meeting Minutes for November 1, 2021

The council acknowledged the receipt of the Asheboro ABC Board's approved meeting minutes for November 1, 2021. This document has been filed in the city clerk's office and distributed to the city's elected officials.

(c) Amendment of the Contract to Audit Accounts

The approved contract amendment modified the due date to reflect an amended due date of January 31, 2022.

A copy of the above-referenced amendment is on file in the city clerk's office.

(d) General Fund Budget Amendment - Additional Support to the Asheboro Housing Authority

01 ORD 1-22

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022**

WHEREAS, the City of Asheboro wishes to make a contribution to the Asheboro Housing Authority to support housing activities for senior citizens and low to moderate income households, and

WHEREAS, the City desires to appropriate \$91,000 from fund balance for this purpose, and

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: The following revenues line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Appropriation	91,000

Section 2: The following expense line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-490-3200	Grants	91,000

Adopted this the 6th day of January 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

**(e) General Fund Budget Amendment - Additional Support for the
Redevelopment of Downtown Asheboro**

02 ORD 1-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2021-2022**

WHEREAS, the City of Asheboro continues to look for ways to support the downtown businesses; and;

WHEREAS, the need to fiber / broadband internet has been deemed as essential to support the redevelopment of the downtown area, and;

WHEREAS, the total cost of to extend fiber in the downtown area has increased by \$10K and is now at an estimated total cost of \$329,000, and;

WHEREAS, the City of Asheboro would like to appropriate fund balance from the General Fund for this cost to be transferred to the Economic Development Fund because the project scope covers multiple budget years, and

WHEREAS, the expense in the amount of the original budget of \$319,000 has already been incorporated in the Economic Development Fund and will be updated as needed in a future amendment, and

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Appropriation	\$329,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-490-7200	Contribution to Economic Development Fund - fiber	\$329,000

Adopted this the 6th day of January 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H Doerr, CMC, NCCMC, City Clerk

(f) Scheduling of a Legislative Hearing for February 10, 2022

The council approved a request from the Community Development Division to schedule for February 10, 2022, and to advertise, a legislative hearing on an application seeking to apply conditional zoning to property located at 1558 and 1590 Zoo Parkway (Randolph County Parcel Identification Numbers 7750955455 and 7750955360) by rezoning the property from B2 to B2 (CZ) zoning.

(g) Resolution Approving Recently Released General Records and Program Records Schedules for Local Government Agencies

RESOLUTION NUMBER 01 RES 1-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPROVING THE RECENTLY RELEASED
GENERAL RECORDS AND PROGRAM RECORDS SCHEDULES
FOR LOCAL GOVERNMENT AGENCIES**

WHEREAS, pursuant to Chapters 121 and 132 of the General Statutes of North Carolina, records compiled by the city may only be destroyed with the consent of the North Carolina Department of Natural and Cultural Resources; and

WHEREAS, the Government Records Section of the Division of Archives and Records within the North Carolina Department of Natural and Cultural Resources has recently released two records retention schedules that are attached to this Resolution and are labeled as follows: (1) The “General Records Schedule: Local Government Agencies” is identified as EXHIBIT 1 and is hereby incorporated into this instrument by reference as if copied fully herein; and (2) The “Program Records Schedule: Local Government Agencies” is identified as EXHIBIT 2 and is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, these retention schedules are the primary means by which the Department of Natural and Cultural Resources gives its consent for the destruction of records; and

WHEREAS, in consultation with the city clerk and city attorney, the city manager has recommended approval of the records retention schedules attached hereto as EXHIBIT 1 and EXHIBIT 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the attached “General Records Schedule: Local Government Agencies” and “Program Records Schedule: Local Government Agencies” are hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor David H. Smith is hereby authorized and directed to execute on behalf of the municipal corporation the approval pages contained within the records retention schedules attached hereto as EXHIBIT 1 and EXHIBIT 2; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to transmit the executed approval pages for the records retention schedules to the appropriate officials/employees within the North Carolina Department of Natural and Cultural Resources.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of January, 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

[The above-referenced exhibits are on file in the city clerk’s office.]

(h) Planning Board Appointment

With the approval/adoption of the consent agenda, the council reappointed Mr. Harold Anderson to a 5-year term of office on the Asheboro Planning Board. The term of office extends from January 1, 2022 to January 1, 2027.

(i) Asheboro Airport Authority Appointments

With the approval/adoption of the consent agenda, the council reappointed the following individuals to 3-year terms of office on the Asheboro Airport Authority. Ms. Linda Brown, Mr. Bobby Crumley, Mr. Stephen Knight, Mr. Bradley Lanier, and Mr. Mark Vuncannon. The terms of office will extend from February 1, 2022 to February 1, 2025.

8. Revisions to the City of Asheboro Employee Policies and Procedures Manual.

Human Resources Director Doug Kemp presented and recommended adoption, by reference, of a resolution expressing concurrence with revisions to the employee policies and procedures manual.

Council Member Bell moved, and Council Member Redding seconded the motion to adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 02 RES 1-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION EXPRESSING CONCURRENCE WITH REVISIONS TO THE
EMPLOYEE POLICIES AND PROCEDURES MANUAL**

WHEREAS, the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual and hereinafter referred to as the “Manual”), which was originally promulgated by the city

manager and approved by resolution of the Asheboro City Council on March 4, 2004, has to be updated on a regular basis; and

WHEREAS, the city manager periodically receives recommendations from the human resources director and other members of the city management team to update the Manual by eliminating areas of ambiguity and integrating best practices in the field of municipal administration; and

WHEREAS, in response to recommendations received subsequent to March 7, 2020, which was the effective date of the last revision to the Manual, the city manager approved the revision of certain employee policies and procedures in order to help the city workforce successfully navigate the current workplace conditions; and

WHEREAS, the revised policies and procedures are specified in EXHIBITS 1, 2, 3, and 4, which are attached to this Resolution and are hereby incorporated into this instrument by references as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that the city manager's actions to update the Manual as stated herein are supportive of the governing board's goal to create a positive work environment for municipal employees and thereby facilitate excellence in the provision of municipal services to the citizens of Asheboro.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the governing board hereby concurs with the city manager's decision to incorporate, with an effective date of January 10, 2022, the revisions to the City of Asheboro Employee Policies and Procedures Manual that are attached to this Resolution as EXHIBITS 1, 2, 3, and 4; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the governing board hereby delegates to the city manager the authority, to the limited degree such a delegation of authority is needed to successfully implement the revision(s) contained within the attached exhibits, to grant paid leave to city employees as part of a safety program designed to comply with the applicable federal and state statutes and administrative regulations; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that all articles, sections, and provisions contained within the Manual that are not clearly and unmistakably referenced by this instrument and the incorporated exhibits are unaffected by this Resolution and remain, without alteration, in full force and effect.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of January, 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

ARTICLE I: UNIFIED HUMAN RESOURCES SYSTEM

Section 8. Substance Abuse Prevention Policy

8.01 The following rules represent the City of Asheboro's policy concerning the prevention of substance abuse. These rules will be enforced uniformly for all employees. The purposes of the policy are as follows:

- (A) The establishment and maintenance of a safe and healthy working environment for all employees;

- (B) Compliance with United States and North Carolina Department of Transportation regulations pertaining to holders of a Commercial Driver's License ("CDL");
 - (C) The establishment and maintenance of a drug-free workplace for the City of Asheboro;
 - (D) The establishment and maintenance of a positive, good government reputation for the City of Asheboro and its employees within the community so as to foster confidence in the ability of the municipal corporation to safely and effectively deliver public services;
 - (E) The reduction and prevention of accidental injuries, absenteeism, tardiness, and other work-related problems that negatively impact the city's employees and the public that it serves; and
 - (F) The creation and facilitation of an opportunity for rehabilitative assistance to be made available for employees who seek such help.
- 8.02 Employees with substance abuse problems are encouraged to seek help from counselors and other medical professionals and, where appropriate, in treatment facilities. Participation in a treatment or rehabilitation program for substance abuse will not be grounds for dismissal provided the employee voluntarily enters such a program prior to identification as a substance abuser by means of the implementation of one of the regulations/testing procedures established by this policy.
- 8.03 For the purpose of interpreting and implementing the substance abuse prevention policy, the following bold and italicized words or terms shall be defined and implemented as specified in this subsection.
- (A) An **alcohol test** means a test for the presence of alcohol in the body. This presence must be determined by the use of a breath alcohol test or other device approved by the United States Department of Transportation. Alcohol testing shall be conducted in compliance with 49 CFR Part 40 (hereinafter referred to as "Part 40"). By way of illustration and not limitation, such compliance shall include strict adherence to Part 40 as to how alcohol testing is conducted, who is authorized to participate in the alcohol testing program, and what employees must do before they may return-to-duty following an alcohol violation.
 - (B) A **drug test** means a test for the presence of drugs listed in the drug testing panel established by the United States Department of Transportation. Drug testing shall be conducted in compliance with Part 40. By way of illustration and not limitation, such compliance shall include strict adherence to Part 40 as to how drug testing is conducted, who is authorized to participate in the drug testing program, and what employees must do before they may return-to-duty following a drug violation.
 - (C) A **negative drug test** means a drug test that does not show the presence of drugs and/or drug metabolite(s) at a level specified to be a positive test.
 - (D) A **positive drug test** means a drug test that does indicate the presence of a drug and/or drug metabolite(s) in the urine or blood at the level specified to be positive by the Substance Abuse and Mental Health Services Administration ("SAMHSA"). All positive test results will be confirmed using a different technology than the first test, such as the Gas Chromatography Mass Spectrometry ("GC-MS") process.
 - (E) A **negative alcohol test** means an alcohol test that indicates a breath alcohol concentration of less than 0.02.
 - (F) A **positive alcohol test** means an alcohol test that indicates a breath alcohol concentration of 0.04 or greater.

- (G) The term **refusal to submit** means an occurrence when an employee does any one of the following:
 - (1) Fails to provide an adequate amount of urine for a drug test without a valid medical explanation after he/she has received notice of the test;
 - (2) Fails to provide an adequate amount of breath for an alcohol test without a valid medical explanation after he/she has received notice of the test; or
 - (3) Engages in conduct that clearly indicates he/she is failing to follow through with the testing process or engages in conduct that interferes with the ability to obtain an adequate specimen.
 - (H) With the exception of fire department employees who operate emergency equipment and are therefore exempt from the CDL requirement, the term **employees required to have a CDL** means employees who perform one or more of the following functions:
 - (1) Drivers of commercial motor vehicles with a gross vehicle weight rating of 26,001 pounds or more;
 - (2) Drivers of commercial motor vehicles with a gross combination weight rating of 26,001 pounds or more, including a towed vehicle with a gross vehicle weight rating of 10,000 pounds or more;
 - (3) Drivers of motor vehicles designed to transport 16 or more passengers, including the driver; and
 - (4) Drivers of motor vehicles of any size transporting hazardous materials in amounts that require placarding.
 - (I) Based on definitions utilized by the United States Department of Transportation, and with the explicit notation that the following definition is not meant to serve as an exhaustive or exclusive listing of safety-sensitive functions because other job activities/requirements may also be considered safety-sensitive, the term **safety-sensitive function** shall be deemed to include the following activities:
 - (1) Driving a commercial motor vehicle;
 - (2) Inspecting, servicing, or conditioning any commercial motor vehicle;
 - (3) All time at a city facility or other public property waiting to operate a commercial motor vehicle;
 - (4) Performing all or other functions in or upon any commercial motor vehicle except resting in a sleeper berth;
 - (5) Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading of a commercial motor vehicle, attending a commercial motor vehicle being loaded or unloaded, or remaining in readiness to operate the commercial motor vehicle;
 - (6) All time spent performing the driver requirements associated with an accident involving a commercial motor vehicle; and
 - (7) Repairing, obtaining assistance, or remaining in attendance with a disabled commercial motor vehicle.
- 8.04 The substance abuse prevention policy is applicable to all of the types/categories of city employees listed in this subsection.
- (A) All full-time, part-time, temporary, and seasonal employees.
 - (B) All employees required as part of their job duties to obtain and maintain a CDL.
 - (C) All applicants for employment with the City of Asheboro.
- 8.05 Under the city's substance abuse prevention policy, the drug and alcohol testing practices described in this subsection will be implemented in a manner that conforms to all applicable federal and state laws and administrative regulations.

(A) Pre-Employment Testing

Drug testing shall be conducted prior to employment. This testing must be conducted on external applicants as well as current employees transferring into jobs that require a CDL. The test results must indicate a negative drug test in order to enter into employment with the city or to transfer to a job that requires a CDL.

(B) Post-Accident Testing

A drug test and/or an alcohol test may be used by the city as a tool, in appropriate circumstances, to evaluate the root causes of incidents that result in work-related injuries or illnesses requiring medical treatment other than first aid for city employees or others. When evaluating whether to utilize post-accident testing of one or more employees, the central inquiry will be whether a reasonable basis exists to believe that drug or alcohol use by one or more employees could have contributed to the injury or illness. The highest ranking supervisor of the employee(s) involved in an incident that results in injury or illness, in consultation with the city's safety manager or any other designee of the human resources director, must evaluate the totality of the evidence, including whether the hazardousness of the work being performed creates a heightened concern as to whether drug or alcohol use was involved, and decide whether a reasonable basis exists to order drug and/or alcohol testing because of the potential role these substances could have played in the work-related illness or injury. If a reasonable basis is found to exist for testing one or more employees, then the drug and/or alcohol test(s) indicated by the facts surrounding the work-related injury or illness shall be conducted as soon as practicable.

(C) Post-Accident Testing for Employees Required to Have a CDL

For employees required to have a CDL, post-accident testing for drugs and alcohol must be conducted on any surviving driver who was performing safety-sensitive functions with respect to the vehicle if:

- (1) The accident involved a fatality; or
- (2) The driver received a citation under state or local law for a moving traffic violation arising from the accident and either the vehicle is towed from the scene or someone is medically evacuated from the scene.

Testing for drugs and alcohol in employees required to have a CDL is to occur, if at all practicable, within 2 hours of the accident. If the employee is unable to be tested within 2 hours, the reasons for the delay must be documented. If an alcohol test required by this division of subsection 8.05 is not administered within 8 hours of the accident, attempts to conduct the alcohol test shall cease and the reason for the inability to conduct the test shall be documented. If a drug test required by this division of subsection 8.05 is not administered within 32 hours of the accident, attempts to conduct the drug test shall cease and the reason for the inability to conduct the drug test shall be documented.

(D) Random Testing

This type of testing must be conducted on a random, unannounced basis throughout the year on all employees required to have a CDL. Random testing for drugs and alcohol in all employees required to have a CDL shall be conducted in a manner and at a rate that is fully compliant with all of the applicable federal and state laws and administrative regulations.

(E) For Cause Testing

This type of testing can occur in two types of situations that are described as follows:

- (1) This testing, whether the testing consists of a drug test and/or an alcohol test will depend on the facts of each case, is required of any employee who has been arrested or has had his/her driver's license suspended for any alcohol or drug related charge prior to the employee's return to work. Such an employee must notify his/her supervisor prior to returning to work after the said arrest and/or suspension has occurred. An employee's failure to report this information to a supervisor in a timely manner serves as a stand-alone basis for dismissing the employee from his/her position of employment with the city.
- (2) In appropriate circumstances and in consultation with the human resources department, specifically including the safety manager or any other official designated by the human resources director, a supervisor may order "for cause" testing of an employee as a tool to determine why actions are occurring that have the potential to be injurious to the employee himself or herself, other city employees, or third parties. The final decision as to whether "for cause" testing is to be ordered will be based on a case-by-case evaluation of the totality of the evidence to determine whether observations of the employee and his/her actions during the relevant time period lead to a reasonable suspicion that impairment due to drug and/or alcohol use is creating the potential for injury. An additional factor to be weighed as part of the decision making process is whether the degree of hazardousness of the work being performed and the potential for harmful consequences heightens the city's interest in quickly determining whether drug or alcohol use is impairing the ability of an employee to safely perform his/her duties. If the responsible city officials conclude that a reasonable suspicion exists to believe that alcohol or drug use by one or more employees is creating an unsafe situation, then the drug and/or alcohol test indicated by the observable facts shall be conducted as soon as practicable.

(F) Return-to-Duty Testing

In cases where an employee is seeking to return to work after a positive drug test and/or a positive alcohol test, return-to-duty testing focused on the same type of testing that previously produced a positive test result must be successfully completed by the employee before approval can be granted for the employee to return to work. More specifically, an employee who has had a positive drug test and/or a positive alcohol test will not be allowed to return to work until he or she has been evaluated by a substance abuse professional and has tested negative on the designated return-to-duty test.

(G) Follow-Up Testing

After an employee has successfully completed the above-described return-to-duty testing, the employee will be subject to follow-up testing during the 12-calendar month time period immediately following the date of the employee's return to duty. During the said 12-month time period, a minimum of 6 follow-up tests will be administered without advance notice of the date and time when testing will occur. Due to regulatory concerns pertaining to measuring impairment at a relevant point in time, a follow-up drug test may be administered any time the employee is at work, but a follow-up alcohol test will only be administered immediately before, during, or immediately after the performance of a safety-sensitive function. The type of test to be administered will depend on which type of positive test result necessitated the return-to-duty testing and the subsequent follow-up testing. No sentence or clause within this division of subsection 8.05 shall be construed or interpreted in any manner that precludes the administration of a drug or alcohol test that would otherwise be authorized by a separate division of subsection 8.05.

8.06 The following list of prohibitions, inclusive of the corresponding consequences for acting in contravention of the stated prohibitions, is hereby adopted as a component of the city's substance abuse prevention policy.

- (A) No employee shall report for duty or remain on duty while having alcohol and/or drug concentrations in his or her system in amounts that would constitute a positive test for either substance. An employee who produces a confirmed positive test result will be removed from duty without regular pay; provided, however, such an employee may use accrued leave time while relieved of his or her duties so long as such leave is used in a manner that is compliant with all other sections of the City of Asheboro Employee Policies and Procedures Manual. The employee must immediately schedule an evaluation with a substance abuse professional and must cooperate with any and all recommendations made by the substance abuse professional. Refusal to cooperate with the substance abuse professional will subject the employee to dismissal from his or her employment with the city. The employee must have a negative test result before he or she will be allowed to return to duty.
- (B) The City of Asheboro expressly prohibits the possession, use, sale, distribution, dispensation, manufacture, purchase, or storage of controlled substances (i.e. illegal drugs) and related paraphernalia as well as alcoholic beverages by city employees while at the workplace or while performing work duties. By way of illustration and not limitation, no employee shall be on-duty while in the possession of one or more alcoholic beverages and/or controlled substances. Any action taken in violation of this prohibition will subject the offending employee to dismissal from his or her employment with the city. Notwithstanding the foregoing prohibition, the following actions by city employees will not be deemed to be a violation of a workplace rule:
 - (1) The possession and use of medication(s) in strict compliance with prescriptions and instructions, include work limitations, issued by a properly licensed health care provider;
 - (2) The inadvertent discovery and subsequent securing of abandoned controlled substances and associated paraphernalia as well as alcoholic beverages during the course of performing an employee's job duties so long as such abandoned items are immediately surrendered to a law enforcement officer or destroyed in a manner consistent with instructions received from the Asheboro Police Department; and
 - (3) The interaction of sworn law enforcement officers with controlled substances and paraphernalia as well as alcoholic beverages so long as such interaction is conducted in furtherance of assigned job duties and is conducted in a manner that is compliant with all applicable laws, ordinances, administrative regulations, and agency policies and procedures.
- (C) No employee who is required to take a post-accident alcohol test shall use alcohol until the earlier of either of the following events: 8 hours following the accident, or until he or she fully completes the required post-accident alcohol test. A violation of this requirement will subject the non-compliant employee to dismissal from his or her employment with the city.
- (D) A refusal by an employee to submit to and fully cooperate with an alcohol test and/or drug test required by this policy shall be deemed to be a direct and intentional act of insubordination that will result in the termination of the non-compliant employee's employment with the city.
- (E) Except when the use is pursuant to the instructions of a properly licensed health care professional who has informed the employee that the prescribed use of the controlled substance will not adversely affect the employee's ability to safely perform assigned work duties, employees are prohibited from reporting for duty or remaining on duty while the employee is subject to the effects of any controlled substance.

- (F) A second occurrence of a positive drug test and/or alcohol test will result in the dismissal of an individual from his or her employment with the city.
 - (G) An employee who has a confirmed breath alcohol test result of 0.02 – 0.039 will not be allowed to continue to perform any safety-sensitive functions. In furtherance of this prohibition, such an employee will be relieved of his or her job duties for 24 hours subsequent to the confirmed test result. During this 24-hour period, the employee will not be paid by the city; provided, however, the employee may use accrued leave time while relieved of his or her duties so long as such leave is used in a manner that is compliant with all other sections of the City of Asheboro Employee Policies and Procedures Manual. The occurrence of this confirmed breath alcohol test result will be documented, and the employee will be counseled about the importance of reporting to work without the presence of alcohol in his or her system. Such an employee will be subject to a return-to-duty alcohol test prior to returning to a job position that requires the performance of a safety-sensitive function.
 - (H) No applicant will be offered employment if a confirmed positive pre-employment drug test result is produced.
- 8.07 This subsection lists supplemental provisions/requirements that are hereby incorporated into the city's substance abuse prevention policy.
- (A) The Omnibus Transportation Employee Testing Act of 1991 (final rules implemented February 15, 1994) requires, in part, that any commercial motor vehicle operator who is subject to the CDL requirements in the State of North Carolina shall be tested for alcohol and controlled substances.
 - (B) Compliance with the Department of Health and Human Services mandatory guidelines for controlled substances testing shall be maintained by only using a laboratory certified by the Substance Abuse and Mental Health Services Administration.
 - (C) Federally mandated alcohol testing must be conducted by a Breath Alcohol Technician ("BAT") trained to a level of proficiency that is demonstrated by successful completion of a generally recognized and accepted course of instruction. Alcohol testing shall be conducted using an Evidential Breath Testing ("EBT") device.
 - (D) Consistent with the federal Drug-Free Workplace Act, if an employee is convicted of a violation of a criminal drug statute and the violation occurred while the employee was at work, the employee must notify his or her department head of the conviction within 5 days after the conviction. An employee's failure to comply with this requirement will subject the employee to dismissal from his or her employment with the city.
 - (E) All drug test results shall be reviewed and interpreted by a Medical Review Officer ("MRO"). The MRO must be a licensed physician with specific training in substance abuse. If the laboratory reports a positive test result, the MRO or the MRO's designee will contact the employee, typically by telephone, and discuss the results with the employee. The MRO will then attempt to determine if there is a verifiable medical explanation for the employee to have the detected drug in his or her system. If there is none, the test result is to be reported as positive. If there is a verifiable medical explanation for the use of the drug, the result is to be reported as negative.
 - (F) In situations where the laboratory reports a negative dilute drug test result, the three immediately following procedures shall be applicable.
 - (1) If the test was performed in order to comply with United States Department of Transportation ("DOT") regulations, and the MRO directs that a second collection take place under direct observation (i.e., because the creatinine concentration of the specimen was equal to or

greater than 2 mg/dL, but less than or equal to 5 mg/dL), then immediate compliance with the instructions shall occur. Failure of the employee or applicant to submit for this recollection is classified by the DOT as a refusal to test.

(2) If the test was not performed in order to comply with a DOT regulatory program, and the MRO directs that a second collection take place (*i.e.*, because the creatinine concentration of the specimen was equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL), then immediate compliance with the instructions shall occur. Direct observation is not to be utilized in this circumstance. Failure of the employee or applicant to submit for this recollection shall be deemed to be a refusal to test.

(3) Otherwise, if the creatinine concentration of the negative dilute specimen was greater than 5 mg/dL, then the city will accept the negative test result for the employee or applicant as is.

~~(F)~~ (G) An employee who does not pass a drug and/or alcohol test and is terminated, or an applicant who does not pass the pre-employment drug test, will not be considered for re-employment for a 2-year period following the date of the failed test and then will be considered only when he or she provides documentation suitable to management that he or she has successfully completed an alcohol and/or drug rehabilitation program and passes a pre-employment drug and/or alcohol test.

~~(G)~~ (H) On January 6, 2020, the United States Department of Transportation's Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse (the "Clearinghouse") became operational. As an employer regulated by the Federal Motor Carrier Safety Administration, the city is a registered user of the Clearinghouse with certain reporting obligations. CDL holders and applicants for jobs requiring a CDL are hereby notified that the following information will be reported to the Clearinghouse:

- (1) A verified positive, adulterated, or substituted drug test result;
- (2) An alcohol confirmation test with a concentration of 0.04 or higher;
- (3) A refusal to submit to a drug or alcohol test;
- (4) An employer's report of actual knowledge, as defined in 49 CFR § 382.107;
- (5) On-duty alcohol use pursuant to 49 CFR § 382.205;
- (6) Pre-duty alcohol use pursuant to 49 CFR § 382.207;
- (7) Alcohol use following an accident pursuant to 49 CFR § 382.209;
- (8) Drug use pursuant to 49 CFR § 382.213;
- (9) A substance abuse professional's report of successful completion of the return-to-duty process;
- (10) A negative return-to-duty test; and
- (11) An employer's report of completion of follow-up testing.

~~(H)~~ (I) Any questions regarding this policy should be directed to the Human Resources Director at (336) 629-2037.

EXHIBIT 2

ARTICLE V: BENEFITS

Section 6. Special Separation Allowance for Law Enforcement Officers

In accordance with N.C. Gen. Stat. § 143-166.42, all eligible sworn law enforcement officers employed by the City of Asheboro shall receive, beginning on the last day of the month in

which he/she retires on a basic service retirement, an annual separation allowance. The retiring officer's initial eligibility for the special separation allowance and the formula to be used in calculating the amount of the allowance shall be determined by city staff members in the finance and human resources departments in strict compliance with the statutory provisions found in N.C. Gen. Stat. § 143-166.41(a)(b) applicable statutes and administrative regulations, specifically including without limitation the above-cited statutory provision.

Payment to a retired officer under the provisions of this section shall cease at the first of:

- 1) The death of the officer;
- 2) The last day of the month in which the officer attains 62 years of age; or
- 3) The first day of reemployment by a local government employer in any capacity; provided, however, that a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so shall not cause payment to cease to those officers under the provisions of this section.

If a retired officer's receipt of the special separation allowance is terminated because of the individual's reemployment with a local government employer in a position or capacity that triggers a cessation of payments under the provisions of the immediately preceding subsection, payment of the special separation allowance cannot be resumed at a later date.

The cessation of the above-described payments to a retired officer shall be governed by the provisions listed below.

- (1) Subject to the following subsection (2), payment to a retired officer under the provisions of this section shall cease at the first of the following occurrences:
 - (a) The death of the officer;
 - (b) The last day of the month in which the officer attains 62 years of age; or
 - (c) The first day of reemployment by a local government employer in any capacity.
- (2) Notwithstanding any other provision contained within this section, payments to a retired officer shall not cease when a unit of local government employs a retired officer for any of the following:
 - (a) In a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System; or
 - (b) In service to a county board of elections on an election day in a capacity that complies with G.S. 128-21(19) and does not result in cessation or suspension of the retiree's benefit from the Local Governmental Employees' Retirement System.
- (3) If a retired officer's receipt of the special separation allowance is terminated because of the individual's reemployment with a local government employer, payment of the special separation allowance cannot be resumed at a later date.

EXHIBIT 3

ARTICLE VI: GENERAL WORKPLACE POLICIES / CONDITIONS OF EMPLOYMENT

Section 7. Work-Related Injuries and Accidents Policy

The City of Asheboro places the highest priority on creating and maintaining a safe work environment. The establishment of a consistently safe workplace is essential to the city's operations and to the city's commitment to comply with all applicable laws pertaining to safety in the workplace. In furtherance of the commitment to create a safe work environment, employees are expected to assist the city in maintaining safe working conditions. The provisions found in this section apply to all employees while at work or engaged in work-related activities.

Employees are expected to follow common-sense safety practices and to correct or report any unsafe condition to their supervisors. Similarly, as soon as one or more employees realizes that a work-related accident, injury, or illness has occurred, any employee with knowledge of the incident is required to report the occurrence to their supervisors as quickly as is practicable. The detailed reporting procedures and safety policies for varying subject areas with which employees are required to comply are stated in the City of Asheboro Safety Policy Manual (the "Safety Manual").

On the basis of a delegation of authority from the Asheboro City Council, the City Manager will utilize the Safety Manual to implement the city's commitment to creating and maintaining a safe work environment. The implementation of a safe work environment will include the use of the Safety Manual to conform the city's policies, procedures, and practices to the standards (or rules) adopted by the North Carolina Division of Occupational Safety and Health (hereinafter the "NC OSH"). By way of illustrating and not limiting the delegation of authority granted to the City Manager in the interest of creating and maintaining a safe work environment, the policies contained within the Safety Manual may include allowances for the use of paid leave not otherwise established in the city's employee policies and procedures manual so long as the paid leave allowance authorized within the Safety Manual is limited to the amount of leave strictly necessary for compliance with the standards adopted by NC OSH.

The Safety Manual shall be available for review by employees upon request. Any difficulty encountered by an employee in accessing the Safety Manual shall be reported immediately to the employee's supervisor. With respect to any safety related concern, an employee is authorized to communicate with the Safety Coordinator Manager, Human Resources Director, and/or City Manager without fear of facing disciplinary action for violating the "chain of command."

Employees are expected to report to work during each scheduled workday able to safely and competently perform their job duties. If employees are unable to safely or competently perform their job duties for any reason, they are required to inform their supervisors without any unnecessary delay. Additionally, employees who observe or experience unsafe working conditions have the right, and are required, to report the unsafe working condition(s) to their supervisors as quickly as possible.

All work-related accidents, injuries, and illnesses, even those that may not initially be deemed to be serious, must be reported as soon as is practicable to supervisors. Employees who experience a work-related accident, injury, or illness are to use their best efforts to complete the appropriate forms and to cooperate to the best of their ability with the city's efforts to comply with the applicable recording, reporting, and investigation obligations.

The city can only become a safer and healthier place for everyone to work by gaining full knowledge of every workplace accident, injury, or illness. Employees' notification to the city of unsafe work conditions or of workplace injuries or illnesses is essential.

Employees are hereby assured that they will not be penalized in any way for reporting unsafe working conditions or for reporting work-related injuries or illnesses. All employees have the right to report unsafe working conditions or to report a work-related injury or illness.

All employees have the right to address any questions about this policy to the Safety Coordinator Manager, Human Resources Director, and/or the City Manager.

EXHIBIT 4

ARTICLE VIII: DISCIPLINARY ACTIONS

Section 7. Administrative Guidelines

Unsatisfactory Performance of Duties

This category covers all types of performance-related inadequacies. This policy does not require that the progressive warnings address the same type of unsatisfactory performance, but it does require that all warnings be related to job performance. Unsatisfactory performance of duties may include, but is not limited to:

- 1) Inefficiency or incompetence in performing duties;
- 2) Negligence in performance of duties;
- 3) Physical or mental incapability for performing duties;
- 4) Careless or improper use of city property;
- 5) Failure to maintain satisfactory and harmonious working relationships with fellow employees and the public;
- 6) Habitual pattern of failure to report for duty at the assigned time and place;
- 7) Absence without approved leave;
- 8) Habitual and improper use of sick leave privileges;
- 9) Failure to obtain or maintain current license or certificate required as a condition for performing the job; and
- 10) Failure to wear and use appropriate safety equipment or otherwise to abide by safety rules and policies.

Improper Personal Conduct

An employee who engages in a single act of improper personal conduct is subject to dismissal from employment with the City of Asheboro regardless of whether the employee has previously received a warning of any kind during his or her career with the city. The following list is illustrative, and is not an exhaustive or exclusive list, of the types of improper personal conduct that will lead to the termination of an individual's employment with the city:

- 1) Conduct unbecoming a city employee;
- 2) Conviction of a felony;
- 3) Committed a criminal act;
- 4) Misusing city funds;
- 5) Falsifying information provided to the municipal corporation in order to secure one or more job assignments or position(s);
- 6) Engaging in any action that would in any way seriously disrupt or disturb the normal operations of the municipal corporation;
- 7) Willful acts that would endanger the lives or property of others;
- 8) Willfully damaging city property;

- 9) Possessing unauthorized weapons, alcoholic beverages, or illegal substances while on the job;
- 10) Threats, pressure, or physical actions against others, specifically including without limitation uninvited and repeated contact, whether by means of communication devices or by means of physical visits to the grounds or home of the targeted individual, for the purpose of harassing an individual or forcing unwelcomed dialogue/discussion that is not subject to free speech protections afforded by the Constitutions of the United States and the State of North Carolina;
- 11) Insubordination;
- 12) Accepting gifts for “favors” or “influence;”
- 13) Without proper authorization, disseminating or otherwise releasing in any manner information that is lawfully maintained by the city as confidential information;
- 14) Unauthorized possession of the city’s or another employee’s property;
- 15) Leaving the work area repeatedly for excessively long periods without proper authorization;
- 16) Violation of the city’s policies prohibiting sexual harassment, unlawful discrimination, workplace violence, and/or substance abuse;
- 17) Providing or maintaining false or improper records/documents;
- 18) Sleeping during work time;
- 19) Gambling during work time; and
- 20) Providing an untruthful statement or statements during an administrative investigation conducted by the city and/or otherwise attempting to impede the ability of the city to conduct an accurate and complete administrative investigation.

Written Warning

During the period after written warnings have been issued for unsatisfactory performance of duties, management may choose to counsel with the employee concerning his/her employment status before a decision to demote or dismiss is made. Such counseling should involve a candid discussion about the actions that an employee must take in order to correct the unsatisfactory performance. As a part of this counseling, management may request the employee to take up to one (1) day's leave with pay to consider whether or not the employee wishes to continue his/her employment with the city. It should be stressed to the employee that a decision to continue employment with the city will require a commitment to improve performance, and that a lack of improvement will lead to dismissal. Management is expected to use its discretion to determine when this procedure would benefit the employee and the city.

Suspension

Investigatory or disciplinary suspension may be used by management in appropriate circumstances. The following general guidelines shall be utilized when deciding whether to place an employee on suspension:

- 1) If the infraction or behavior is extremely serious or injurious to the city, fellow employees, or the public, a supervisor may suspend an employee without warning. However, before any further formal disciplinary action such as demotion or dismissal is taken against an employee, the employee’s division director/department head must consult with the human resources department.
- 2) An employee who has been suspended for either investigatory or disciplinary reasons may be placed on compulsory leave without pay.

- 3) Investigatory suspension with or without pay may be appropriate:
 - (a) To provide time to investigate, establish facts, and reach a decision concerning an employee's status in those cases where it is determined the employee should not continue to work pending a decision; and
 - (b) When management elects to use investigatory suspension in order to avoid undue disruption of work or to protect the safety of persons or property.
- 4) Investigatory suspension without pay shall not exceed thirty (30) calendar days.
- 5) Investigatory suspension with pay will be at the request of the division director/department head and must be authorized by the city manager.
- 6) An employee who has been suspended with or without pay must be furnished a letter with the specific reasons for his/her suspension and notice of right to appeal. A copy of the letter shall be forwarded to the human resources department in advance.
- 7) Suspension with or without pay must be fully documented.

Review of Documentation

- 1) ~~An employee who objects to material in his or her personnel jacket may place in the file a statement relating to the material the employee considers to be inaccurate or misleading. The employee may seek the removal of such material by filing a grievance and following the grievance procedures specified in this manual.~~
- 2) ~~Probationary employees who have been subject to disciplinary action for improper personal conduct, and are ineligible for access to the city's appeal procedures for regular employees, may submit to the human resources director a written request for an informal name clearing proceeding that will be conducted by the human resources director. The human resources director must receive such a written request within thirty (30) business days of the date of receipt by the probationary employee of the problem causing documentation. In his or her request, the probationary employee must state the basis for his or her belief that the submitted documentation should be amended, supplemented, or removed.~~
 - (a) ~~During the informal hearing of this matter, the human resources director shall review all pertinent written reports and may request additional information and documentation. Also, the human resources director may receive new evidence, written or oral, from the division director/department head and employee so long as the evidence is relevant to whether the problem causing documentation should be removed, amended, or supplemented. In deciding the question presented by the probationary employee, the human resources director may reject the probationary employee's contention or agree to amend, supplement, or remove the documentation previously placed in the employee's personnel jacket.~~
 - (b) ~~If an individual is dissatisfied with the decision rendered by the human resources director, the individual may appeal the human resources director's decision by submitting a written request to the city manager for an informal hearing before the city manager. Such a request must be received by the city manager within fifteen (15) business days of the date on which the individual received the human resource director's written decision.~~
 - (c) ~~The city manager shall review the entirety of the information previously reviewed by the human resources director during his or her consideration of the matter. Additionally, the city manager may receive new evidence, written or oral, from the division director/department head and employee so long as the evidence is relevant to whether the problem causing documentation should be removed, amended, or supplemented. When ruling on the appeal, the city manager may confirm or modify the decision of the human resources director. The decision rendered by the city manager shall be final. The city manager~~

shall furnish written notice to the employee, the division director/department head, and the human resources director of his final ruling.

- (d) This name-clearing opportunity is for the limited and sole purpose of providing an employee who has no other grievance or appeal rights with an opportunity to properly request the removal or mitigation of allegedly damaging information previously placed in a personnel jacket. The name-clearing process shall not afford probationary employees access to the city's appeal process specified in this Article or to the city's grievance procedure that is specified in this manual. During the name-clearing process, the previously suspended, demoted, or dismissed probationary employee does not have the right to appeal his or her suspension, demotion, or dismissal from employment and is expressly prohibited from raising such an appeal.

An employee who objects to material in his or her personnel jacket may place in the file a statement relating to the material the employee considers to be inaccurate or misleading. The employee may seek the removal of such material by filing a grievance and following the grievance procedures specified in this manual.

Section 8. Name-Clearing Hearing

- (A) If an employee is demoted or separated from employment with the city, and the employee contends that, in relation to such a personnel action, false stigmatizing statements about the employee have been or may be made public, then the employee may request a name-clearing hearing under the conditions set forth below. The purpose of the hearing is to afford the employee an opportunity to clear his or her name by responding to the statements. These name-clearing hearing procedures will not serve as an appeal of any disciplinary action or to gain reinstatement to city employment.
- (B) Non-probationary employees who are disciplined or dismissed from their employment with the city will continue to have appeal rights as established elsewhere in this employee policies and procedures manual.
- (C) A name-clearing hearing will be offered whenever the following three conditions are met:
- (1) An employee is demoted or separated from employment;
 - (2) The employee contends that stigmatizing statements have been placed in his or her personnel file, or otherwise could be made public, and the alleged statements involve the employee's deliberate fraud, or dishonesty, or imply the existence of serious character defects such as dishonesty or immorality; and
 - (3) The employee asserts the statements are untrue.
- (D) A name-clearing hearing is not required every time an employee is demoted or separated from employment. Such a hearing is required only when a statement relating to the demotion or separation from employment stigmatizes the employee's reputation, and the employee asserts that the statement in question is false. A statement is "stigmatizing" if it involves allegations of dishonesty, immorality, or other conduct that may damage the employee's reputation among associates and impair his or her ability to obtain employment. Examples of stigmatizing statements include falsifying records, misappropriating city property or funds, mental instability, statements that the employee is untruthful, untrustworthy, or unethical as well as statements that the employee has committed a crime or other immoral act.
- (E) When an employee is demoted or separated from employment with the city, and the circumstances surrounding the personnel action potentially fall within the scope of this section, departmental managers initiating the personnel action must notify the employee in writing of the opportunity to request the scheduling of a name-clearing hearing by the human resources director.
- (F) A request for a name-clearing hearing must be filed in writing with the human resources department within three business days from the effective date of the

personnel action that gave rise to the request. The request will not stay the demotion or separation from employment. An employee's failure to request a name-clearing hearing in accordance with the timeline stated herein shall be considered a waiver of the employee's rights under this specific policy. When the written request for a name-clearing hearing is submitted to the human resources department, the employee must identify within the written request the following issues:

- (1) The statements that the employee contends are false and stigmatizing to his or her reputation; and
- (2) The manner in which the false statements were made public or are likely to be made public.

(G) City personnel will arrange for the name-clearing hearing to be recorded, and one copy of the recording will be made available at no cost to the employee.

(H) The requested name-clearing hearing shall be held at a location, date, and time scheduled by the human resources director or his designee. The city manager shall designate, for each hearing, the individual who will serve as the hearing officer. Upon the receipt of the employee's timely request for a name-clearing hearing, the human resources director, or his designee, shall schedule the hearing for a date that falls within thirty calendar days of the date upon which the written request was received by the human resources department. The employee requesting the hearing shall be given notice of the location, date, and time of the scheduled hearing no less than three calendar days in advance of the date set for the name-clearing hearing.

(I) The employee who requested the name-clearing hearing may invite anyone to the hearing, which is held for the purpose of allowing the employee an opportunity to clear his or her name publicly. The employee will be allowed to present testimony, documents, and/or witnesses to support the employee's allegation(s) that the stigmatizing statements in question are false. The employee may be represented by counsel. However, the name-clearing hearing is not a forum where city employees or members of the audience are cross-examined or asked to provide evidence, unless they want to provide evidence at the request of the employee in an attempt to help the employee present his or her name-clearing hearing case. The hearing will not consist of or result in the formulation of any conclusions or the reevaluation or nullification of any particular employment recommendation or action.

(J) Once the name-clearing hearing has concluded, an audio recording of the hearing will be placed in the employee's personnel jacket maintained in the human resources department along with the following statement completed and signed by the human resources director:

It is hereby certified that on _____, a name-clearing hearing was held at the request of _____. This file contains a record of the proceedings of the hearing with _____ serving as the hearing officer.

Date: _____

Human Resources Director

9. Community Development Items

- (a) Case No. RZ 21-15: A legislative hearing on the question of text amendments to the city's zoning and subdivision ordinances in response to Senate Bill 300/SL 2021-138.**

Mayor Smith opened the legislative hearing on the application filed by city staff to amend the zoning and subdivision ordinances in compliance with Senate Bill 300/SL 2021-138, which removed the criminal sanctions for most violations of local land use regulations. The following text amendments were proposed for Section 2.05(D) and Section 901.1 of the City of Asheboro Zoning Ordinance:

(D) Penalties and Remedies for Violations

~~(1) Violations of the provisions of the Ordinance or failure to comply with any of its requirements shall constitute a misdemeanor, punishable as provided in General Statutes 160A-175~~

~~(2)~~⁽¹⁾ Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements shall also subject the offender to a civil penalty of up to five hundred (\$500) dollars for each day the violation continued unabated. The amount of the civil penalty will be based on the following criteria:

- (a) Whether the violator has been notified of similar violations in the past;
- (b) The potential profit to the violator in continuing the violation;
- (c) The degree and duration of noncompliance; and
- (d) The City's cost to investigate and pursue abatement of the violation.

If the offender fails to pay this penalty within ten days after being cited for a violation, the penalty may be recovered by the City in a civil action in the nature of a debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Section 2.05(C)(2) and did not take an appeal to the Board of Adjustment within the prescribed time. The Enforcement Officer has the discretion to waive the penalty if the violator worked to correct the violation in good faith.

~~(3)~~⁽²⁾ This section may also be enforced by any appropriate equitable action.

~~(4)~~⁽³⁾ Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

~~(5)~~⁽⁴⁾ Any permit, certificate, or other authorization for property on which there is an uncorrected violation may be withheld, or may be conditioned on the correction of the violation and/or payment of a civil penalty.

~~(6)~~⁽⁵⁾ Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

901 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

901.1 STATUTORY AUTHORIZATION.

~~The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Chapter 160D; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.~~

As a North Carolina municipal corporation, the City of Asheboro is authorized to adopt regulations designed to promote the public health, safety, and general welfare. Article 21, Part 6 in Chapter 143 of the General Statutes of North Carolina specifically authorizes the city to adopt ordinances to regulate uses in flood hazard areas and grant permits for the use of flood hazard areas.

With regard to the City of Asheboro Subdivision Ordinance, the following amendments were proposed for Article IV (Legal Provisions), Section IV (Penalties for Violation) of the subdivision ordinance:

After the effective date of this Ordinance, any person who, being the owner or agent of the owner of any land located within the territorial jurisdiction of this Ordinance, thereafter subdivides his land in violation of this Ordinance or transfers or sells land by reference to, exhibition of, or any other uses of a plat showing a subdivision of the land before the plat has been properly approved under the terms of this Ordinance and recorded in the office of the Randolph County Register of Deeds, shall be subject to civil penalties, court injunction, or other equitable legal remedies ~~guilty of a misdemeanor~~. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The City of Asheboro through its attorney or other official designated by the City Council, may enjoin illegal

subdivision, transfer or sale of land, and the Court shall, upon appropriate findings, issue an injunction or other equitable legal remedy ~~and order~~ requiring the offending party to comply with the Subdivision Ordinance. ~~Further, violators of this Ordinance shall be subject, upon conviction, to fine and/or imprisonment as provided by G. S. 14-4.~~

Community Development Director Trevor Nuttall utilized a slide show to discuss the following points about the text amendment application.

1. The text amendments were proposed in order to ensure compliance with recent state legislation that included provisions for the decriminalization of most offenses defined by local ordinances adopted pursuant to Chapter 160D (Local Planning and Development Regulation) of the North Carolina General Statutes.
2. Non-criminal enforcement actions, including civil penalties, court injunctions, and other equitable remedies, are still available as remedies for ordinance violations.
3. The state legislation necessitating the proposed text amendments does not affect enforcement authority for unsafe buildings. Similarly, enforcement mechanisms for violations occurring within watershed or regulated flood hazard areas are unimpaired because those provisions are authorized by state statutes beyond the scope of Chapter 160D of the North Carolina General Statutes.

Additionally, Mr. Nuttall noted that LDP (Land Development Plan) Goal/Policy 2.1.1 supports the application. Goal/Policy 2.1.1 provides as follows: "The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district.

No LDP Goals/Policies were identified as unsupportive of the proposed text amendments.

In light of the legal duty to comply with state law and the above-stated comments, the City of Asheboro Planning Board adopted the planning staff analysis that found the proposed text amendments to be reasonable, in the public interest, and consistent with the adopted comprehensive plans.

When no one else asked to be recognized to speak, Mayor Smith transitioned to the deliberative phase of the public hearing.

The council members first addressed the issue of the text amendments proposed for the zoning ordinance. Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the following consistency statement and to approve the zoning ordinance text amendments with the following two-part motion:

1. The proposed text amendments are consistent with the adopted comprehensive plan that encourages regular updates of the zoning ordinance. No part of the adopted plan can be reasonably construed as contravening compliance with the legislation adopted by the North Carolina General Assembly.

Considering these factors, the above-stated zoning ordinance text amendments are consistent with the adopted comprehensive plan. Furthermore, the proposed text amendments are reasonable and in the public interest in that they bring the City of Asheboro Zoning Ordinance into compliance with the controlling state law provisions.

2. In light of the above-stated analysis, the zoning ordinance text amendments proposed in the application submitted by city staff are approved without modification.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

The council members then turned their attention to the proposed subdivision ordinance text amendments. Due to the fact that the same analysis applicable to the zoning ordinance was equally applicable to the subdivision ordinance, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the following consistency statement and to approve the subdivision ordinance text amendments with the following two-part motion:

1. No part of the adopted comprehensive plan can be reasonably construed as contravening compliance with legislation adopted by the North Carolina General Assembly. Good government practices encourage regular updates of ordinances used to regulate land development in a community.

Considering these factors, the above-stated subdivision ordinance text amendments are consistent with the adopted comprehensive plan. Furthermore, the proposed text amendments are reasonable and in the public interest in that they bring the City of Asheboro Subdivision Ordinance into compliance with the controlling state law provisions.

2. In light of the above-stated analysis, the subdivision ordinance text amendments proposed in the application submitted by city staff are approved without modification.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

- (b) Case No. RZ-21-16: A legislative hearing on a zoning map amendment application seeking to place property into an R10 (CZ) zoning district in order to allow the development of a manufactured/mobile home park land use.**

Mayor Smith opened the legislative hearing on the application by Vuncannon-Frazier, LLC, by and through Mr. Cory Vuncannon, (the “Applicant”) to rezone approximately 44.17 acres of undeveloped land (the “Zoning Lot”) located southeast of 801 Hub Morris Road. The Zoning Lot is identified by Randolph County Parcel Identification Number 7763544550.

The Zoning Lot is currently zoned R10 (Medium-Density Residential) and R40 (Low-Density Residential). The requested map amendment would place the Zoning Lot in an R10 (CZ) zoning district, which is a medium-density residential conditional zoning district.

Community Development Director Trevor Nuttall utilized a slide show to present the planning staff analysis of the application. This analysis included the following information.

1. The Zoning Lot is outside the city limits. Connection to city utilities will require annexation of the property in accordance with city policies.
2. Hub Morris Road is a state-maintained major thoroughfare. The North Carolina Department of Transportation (“NCDOT”) is requesting a traffic study as part of the driveway permitting process
3. The Applicant is proposing a conditional zoning R10 district to allow development of a manufactured home park with 188 lots. The proposed development is adjacent to North Meadows manufactured home park which contains 207 lots. The proposed manufactured home park would be accessed from Hub Morris Road and via roadway connections to the adjoining manufactured home park. This development proposes a lesser front yard setback than North Meadows.

4. The conditional zoning process allows an applicant to propose a project-specific zoning district that establishes permitted uses, development conditions, and site development requirements. The project-specific zoning district is allowed to diverge from the zoning ordinance's predetermined land use requirements.
5. This conditional zoning process is a different review process than the quasi-judicial special use permit process that North Meadows underwent. The North Meadows property is not included in this application; it will retain its current special use permit and must continue to abide by the conditions of that permit.
6. Proposed landscaping yards and buffers/screens are included along Hub Morris Road and the southern property boundary. The plans indicate the use of a mixture of plantings and fencing.
7. The overall density of the proposed development is approximately 4.26 units per acre. The overall density of the adjoining manufactured home park is approximately 3.83 units per acre.
8. The zoning ordinance states that the R10 Residential District is "intended to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living."
9. A small portion of the property (less than 1/10th acre) is within a floodplain.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan. The following items list the analysis of the Zoning Lot in the context of the adopted comprehensive plan.

Proposed Land Use Map Designation: Neighborhood Residential

Small Area Plan: Northeast

Growth Strategy Map Designation: Long-Range Growth

LDP Goals/Policies Supporting the Request:

Checklist Item 1: Complies with LDP proposed land use map.

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the zoning ordinance.

Checklist Item 12: Location is outside of watershed area.

LDP Goals/Policies Not Supporting the Request:

Checklist Item 5: Does not comply with Growth Strategy Map.

Checklist Items 13-14: 13.) The property is located within Special Hazard Flood Area. 14.) Rezoning is located on steep slopes greater than 20%.

The City of Asheboro Planning Board considered the zoning map amendment application and recommended placement of the Zoning Lot in the requested R10 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis, which provided as follows:

The property's present R10 Medium-Density Residential zoning district would allow a sizeable major residential subdivision to be developed on

the property without public participation. While this request to place the property in a conditional zoning district does afford the property owner the ability to develop more home sites, and sites specifically for manufactured homes, it also enables the public to offer input on the proposal that can be considered by all parties.

While the project's density is greater than what would be expected from a residential subdivision or manufactured home park in the R10 district relying on a special use permit, the Applicant is providing interconnectivity between developments which is advocated for by the Land Development Plan and is important for traffic distribution and service provision.

However, the Applicant's reliance on the existing North Meadows development for on-site management and recreational amenities could be problematic should this property be operated independent of North Meadows in the future. It is also unclear that stormwater quantity management will adequately ensure adjoining properties are not adversely affected by the development. The site plan does, however, reference water quality best-management practices to address stormwater impacts on water quality.

As part of its analysis, the city planning staff also offered suggested conditions believed to be necessary to ensure Land Development Plan consistency and general conformity with city codes. City staff recommended approval of the request with the attachment of the following conditions.

- (A) The use approved shall be a manufactured/mobile home park.
- (B) All parties involved in this request, including the owner, successors, heirs, and assigns, must agree to the conditions and approved site plan.
- (C) If the district is approved, full construction/civil drawings shall be submitted to the city for review prior to construction.
- (D) Prior to issuance of the first zoning compliance permit for a home or structure, the new roadway connecting to Hub Morris Road and the roadway between Lot 1 and Lot 188 connecting with the North Meadows development shall be constructed and accessible.
- (E) Prior to the issuance of zoning compliance permits for Lots 19-28, the roadway north of lot 28 and connecting with the North Meadows development shall be constructed and accessible.
- (F) Prior to the issuance of zoning compliance permits for Lots 118-146, the roadway between Lots 154 and 155 shall be constructed and accessible across the stream and the roadway crossing the stream east of Lots 27 and 28 and west of Lots 132 and 133 shall be constructed and accessible.
- (G) The roadways connecting the Zoning Lot to North Meadows shall remain available for cross access in perpetuity.
- (H) Adequate turnaround for emergency and public services shall be provided at all times if construction is phased.
- (I) Street lights shall be installed and maintained by the property owner prior to the issuance of a zoning compliance permit in accordance with city policy for residential street lighting.
- (J) Installation and maintenance of street signs shall be the responsibility of the property owner. Street names must be approved by Randolph County for E-911 compliance.

- (K) As identified on the site plan, accessory structures shall be permitted without being considered a modification of the conditional zoning district. No carport shall be located in such a manner that impedes visibility from oncoming traffic.
- (L) Each dwelling shall have a visible lot number and/or address to facilitate rapid response in an emergency.
- (M) All homes shall be skirted.
- (N) No parking shall be permitted on the internal roadways.
- (O) Prior to the issuance of a zoning compliance permit for the proposed land use, the applicant shall submit documentation of the following:
 - (1) North Carolina Department of Environmental Quality permitting approval;
 - (2) North Carolina Department of Transportation permitting approval;
 - (3) An engineering study of storm water that complies with Section 5.05(15)(3) showing that post-development runoff will not exceed predevelopment runoff or mitigation measures detailed in the cited section are included within the proposed plans;
 - (4) Details ensuring the functional equivalent of full-time on or off-site property management; and
 - (5) Details ensuring residents have continued use of the recreational amenities and recreational vehicle storage within the North Meadows community.
- (P) Prior to the issuance of a zoning compliance permit, plans concerning water, including provisions for fire hydrants and sanitary sewage that complies with city policies, shall be submitted. Surveying of any required city easements shall be the responsibility of the property owner.
- (Q) Prior to the issuance of a zoning compliance permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the zoning administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.

[A copy of the slide show utilized by Mr. Nuttall is on file in the city clerk's office.]

At the conclusion of the community development director's presentation, Mayor Smith opened the floor for participation by other parties who wished to be heard on the question of the requested zoning map amendment. Mr. Robert Wilhoit, Esq., Mr. Darren Allen, Esq., Mr. H.R. Gallimore, and Mr. Hiram Marziano spoke, on behalf of the Applicant, in support of the rezoning application.

There was opposition to the rezoning application in its initial form. Mr. James Murray presented a letter/petition from residents along Hub Morris Road, and Ms. Martha Bonkemeyer presented additional comments and questions.

On behalf of the Applicant, Mr. Wilhoit expressed the Applicant's agreement with the conditions recommended by city staff for attachment to the requested rezoning.

After all interested parties had been heard, Mayor Smith transitioned the hearing to the deliberative phase. During its deliberations, the council members came to the conclusion that the new roadway connecting to Hub Morris Road should be restricted to access for emergency response purposes only. The Applicant was asked about and agreed to this proposed modification to the staff recommended conditions.

With the above-stated modification, the city council concurred with the staff and planning board analysis. Council Member Moffitt moved, and Council Member Bell

seconded the motion, to adopt the plan consistency statement printed below and to approve the requested rezoning with the following two-part motion:

1. The application complies with the Land Development Plan proposed land use map. Furthermore, the property for which the zoning district is proposed fits the description of the Asheboro Zoning Ordinance. The Zoning Lot's existing R10 Medium-Density Residential zoning district would allow a sizeable major residential subdivision to be developed on the property without public participation. While this request to place the property in a conditional zoning district does afford the property owner the ability to develop more home sites that are specifically for manufactured homes, the conditional zoning application has also enabled the public to offer input on the proposal that can be considered and acted upon by all parties.

The Applicant is providing interconnectivity between the proposed development and the existing North Meadows community. Such interconnectivity is advocated for by the Land Development Plan and is important for traffic distribution and service provision.

The site plan submitted for approval as part of the conditional zoning process references water quality best-management practices to address stormwater impacts on water quality.

Based on the above-stated factors, the council has concluded that (a) the proposed zoning map amendment is consistent with the city's adopted comprehensive plan, and (b) the zoning map amendment application is reasonable and in the public interest.

2. In light of the above-stated analysis, and subject to the attachment of the modified conditions printed below, the zoning map amendment application to place the Zoning Lot in an R10 (CZ) zoning district and allow the manufactured/mobile home park shown on the submitted site plan is approved as consistent with the adopted plan.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

The final conditions attached to the approved conditional zoning application are as follows:

- (A) The use approved shall be a manufactured/mobile home park.
- (B) All parties involved in this request, including the owner, successors, heirs, and assigns, must agree to the conditions and approved site plan.
- (C) If the district is approved, full construction/civil drawings shall be submitted to the city for review prior to construction.
- (D) Prior to issuance of the first zoning compliance permit for a home or structure, the new roadway connecting to Hub Morris Road and the roadway between Lot 1 and Lot 188 connecting with the North Meadows development shall be constructed and accessible; provided, however, the new roadway connecting to Hub Morris Road shall be accessed for emergency response purposes only.
- (E) Prior to the issuance of zoning compliance permits for Lots 19-28, the roadway north of lot 28 and connecting with the North Meadows development shall be constructed and accessible.
- (F) Prior to the issuance of zoning compliance permits for Lots 118-146, the roadway between Lots 154 and 155 shall be constructed and accessible across the stream and the roadway crossing the stream east of Lots 27 and 28 and west of Lots 132 and 133 shall be constructed and accessible.

- (G) The roadways connecting the Zoning Lot to North Meadows shall remain available for cross access in perpetuity.
- (H) Adequate turnaround for emergency and public services shall be provided at all times if construction is phased.
- (I) Street lights shall be installed and maintained by the property owner prior to the issuance of a zoning compliance permit in accordance with city policy for residential street lighting.
- (J) Installation and maintenance of street signs shall be the responsibility of the property owner. Street names must be approved by Randolph County for E-911 compliance.
- (K) As identified on the site plan, accessory structures shall be permitted without being considered a modification of the conditional zoning district. No carport shall be located in such a manner that impedes visibility from oncoming traffic.
- (L) Each dwelling shall have a visible lot number and/or address to facilitate rapid response in an emergency.
- (M) All homes shall be skirted.
- (N) No parking shall be permitted on the internal roadways.
- (O) Prior to the issuance of a zoning compliance permit for the proposed land use, the applicant shall submit documentation of the following:
 - (1) North Carolina Department of Environmental Quality permitting approval;
 - (2) North Carolina Department of Transportation permitting approval;
 - (3) An engineering study of storm water that complies with Section 5.05(15)(3) showing that post-development runoff will not exceed predevelopment runoff or mitigation measures detailed in the cited section are included within the proposed plans;
 - (4) Details ensuring the functional equivalent of full-time on or off-site property management; and
 - (5) Details ensuring residents have continued use of the recreational amenities and recreational vehicle storage within the North Meadows community.
- (P) Prior to the issuance of a zoning compliance permit, plans concerning water, including provisions for fire hydrants and sanitary sewage that complies with city policies, shall be submitted. Surveying of any required city easements shall be the responsibility of the property owner.
- (Q) Prior to the issuance of a zoning compliance permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the zoning administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.

(c) Easements Related to the Church Street Loft Apartments

Community Development Director Trevor Nuttall presented and recommended approval of the easement agreement printed herein below. The approval of this legal instrument will advance the city's downtown redevelopment efforts by aiding the development of the Church Street Loft Apartments.

Council Member Bell moved, and Council Member Burks seconded the motion, to approve the following easement agreement and authorize the mayor to execute the legal instrument on behalf of the municipal corporation. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

ACCESS AND PARKING EASEMENT, TRASH EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **ACCESS AND PARKING EASEMENT, TRASH EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "**Agreement**") is made effective as of the ____ day of January, 2022, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation and body corporate and politic ("**Grantor**") and **CHURCH STREET LOFT APARTMENTS, LLC**, a North Carolina limited liability company ("**Grantee**"). Grantor and Grantee are collectively referred to as "**Parties**" and individually, a "**Party**".

RECITALS:

WHEREAS, Grantor is the owner of those certain lots or parcels of land described more particularly in **Exhibit A** attached hereto and incorporated herein (the "**Grantor Property**").

WHEREAS, Grantee is the owner of that certain lot or parcel of land described more particularly in **Exhibit B** attached hereto and incorporated herein (the "**Grantee Property**").

WHEREAS, the Grantee has requested, and Grantor has agreed to grant a non-exclusive access, parking and trash easement over, under, and across a portion of the Grantor Property, as described herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor gives, grants, and conveys to the Grantee the easements described below.

1. ACCESS AND PARKING EASEMENT. Grantor, for itself and every future owner of the Grantor Property, grants and conveys to Grantee, and its agents, tenants, employees, contractors, subcontractors, licensees, invitees, successors, and/or assigns for the benefit of the Grantee Property, a permanent and perpetual non-exclusive parking easement over and across the area on the Grantor Property that is shown and labeled as "Proposed Parking Easement 5,708 Sq. Ft." on the plat of survey recorded in Plat Book _____, Page _____, Randolph County Registry (hereinafter referred to as the "**Parking Easement Area**"). The Grantor is granting and conveying the non-exclusive parking easement to the Grantee for the purpose of providing parking within the Parking Easement Area and is also conveying a permanent and perpetual non-exclusive access easement across the drive lanes within the parking lot located on the Grantor Property, as such drive lanes may be relocated from time to time (the "**Access Easement Area**") for purposes of providing ingress, egress, and regress over and within the Access Easement Area for pedestrian and vehicular traffic.

2. TRASH EASEMENT. Grantor, for itself and every future owner of the Grantor Property, grants and conveys to Grantee, and its agents, tenants, employees, contractors, subcontractors, licensees, invitees, successors and/or assigns for the benefit of the Grantee Property, a permanent and perpetual non-exclusive easement for the use, service of and access to and from the trash facility to be constructed by Grantor, at Grantor's expense, on that portion of the Grantor Property identified as "Proposed Dumpster Easement 1,054

Sq. Ft.” on the plat of survey recorded in Plat Book _____, Page _____, Randolph County Registry (hereinafter referred to as the “**Trash Easement Area**”). Grantor shall bill Grantee for the right to use the trash facility within the Trash Easement Area commencing on the later of (i) the completion of the multifamily apartment complex to be located on the Grantee Property, and (ii) completion of the construction of the trash facility by Grantor, at the rate prescribed by the Code of Asheboro for the requested solid waste collection services.

3. TEMPORARY CONSTRUCTION EASEMENT. Grantor, for itself and every future owner of the Grantor Property, grants and conveys to Grantee, and its agents, tenants, employees, contractors, subcontractors, licensees, invitees, successors and/or assigns for the benefit of the Grantee Property, a temporary construction easement over and upon the Parking Easement Area in order to permit Grantee to perform certain construction work within the Parking Easement Area. The temporary construction easement granted to grantee by this Section 3 shall expire on December 31, 2023. At the end of the construction work to be performed in connection with this temporary construction easement, Grantee shall restore the Parking Easement Area to a condition equivalent to or better than the condition of such property prior to the commencement of such easement work. The Grantee shall be responsible for all costs of the construction work within the Parking Easement Area contemplated herein.

4. MAINTENANCE OF EASEMENT AREA. The Grantor, and its successors and assigns, shall be responsible for maintaining the Parking Easement Area, the Access Easement Area and the Trash Easement Area except as otherwise specifically provided herein; provided, however, Grantor shall not be responsible for repairing any damage that is caused by the willful or negligent misconduct of Grantee or its agents, lessees, sublessees, employees, contractors, subcontractors, licensees, invitees, successors and/or assigns and Grantee shall be responsible for any such maintenance and repair.

5. BINDING EFFECT; ASSIGNMENT AND SUBLETTING; USE. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors, and assigns. The rights and interests of the Parties pursuant to this Agreement shall automatically transfer to any sublease or assignment of the respective Party's interests, including any subsequent sublessee or assignee thereto, without the other Party's prior written consent. This Agreement shall run with title to the Grantor Property and the Grantee Property and shall burden and benefit the respective estates as provided herein. The Grantor covenants with the Grantee that it is seized of the Grantor Property in fee simple and has the right to convey the easements contained herein, and that the Grantor will forever warrant and defend the title to the easements granted herein against the lawful claims of all persons whomsoever.

6. INDEMNIFICATION. The Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor, and its city council members, employees, successors and assigns from and against all liabilities, judgments, demands, causes of action, claims, losses, damages, costs, and expenses of whatever nature (i) arising from any negligent act or omission of the Grantee or its contractors, tenants, licensees, invitees, agents, servants or employees related to their use of the easements granted herein, or (ii) arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, resulting from any act or neglect of the Grantee or its contractors, tenants, licensees, invitees, agents, servants or employees related to their use of the easements granted herein. This indemnity and hold harmless provision shall include indemnity against all costs, expenses, and liabilities, including reasonable attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and this indemnity shall survive expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the aforementioned indemnity shall not apply to the extent that any liabilities, judgments, demands, causes of action, claims, losses, damages, costs, and expenses arise from or are caused by the negligence or willful misconduct of any party who is seeking indemnification.

7. NOTICE. All notices, demands, and requests which may or are required to be given shall be in writing and shall be sent by United States certified mail or registered mail, return receipt requested, postage prepaid or overnight courier, receipt confirmed by recipient, as provided in this Section 7. Such notice shall be deemed given on the date such notice is

received or refused. The notice address may only be changed upon the recordation of a separately filed document with notice:

Addressed to Grantor:

City of Asheboro
Post Office Box 1106
Asheboro, NC 27204-1106
Attn: City Manager

Addressed to Grantee:

Church Street Loft Apartments, LLC
c/o Landmark Asset Services, Inc.
406 E. Fourth Street
Winston-Salem, NC 27101
Attn: President

With a copy to:

Blanco Tackabery & Matamoros, P.A.
404 W. Marshall Street
Winston-Salem, NC 27101
Attention: Deborah L. McKenney

And with a copy to:

Red Stone Equity Manager, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

8. OWNERSHIP. The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is the owner of the Grantor Property, and that the Grantor Property is free from any and all liens and encumbrances, and that it will and its successors and assigns shall forever warrant and defend the title to said Grantor Property and the easements granted hereby unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

9. HEADINGS. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. AMENDMENTS. This Agreement may be modified, amended, or it may be abrogated or rescinded, in whole or in part, from time to time only when evidenced by a written document executed by Grantor and Grantee, or their successors and assigns.

12. GOVERNING LAW. This Agreement shall be construed under and governed by the laws of the State of North Carolina.

13. ENTIRE AGREEMENT. This Agreement together with all exhibits attached hereto contains the entire agreement between the parties, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the matters addressed in this Agreement.

IN WITNESS WHEREOF, Grantor has signed this instrument the day and year first above written.

GRANTOR:
CITY OF ASHEBORO

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____ City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned Notary Public of _____ County, North Carolina, do hereby certify that _____, who is personally known to me, voluntarily appeared before me this day and acknowledged that he/she is _____ City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given, the _____ of the City of Asheboro voluntarily executed the foregoing instrument on behalf of the City for the purposes therein expressed, _____ sealed the instrument with the municipal seal, and he/she attested the instrument in their official capacity as _____ City Clerk.

Witness my hand and notarial seal, this the _____ day of January, 2022.

My Commission expires: _____

Notary Public

[Affix Notary Seal/Stamp]

IN WITNESS WHEREOF, Grantee has signed this instrument the day and year first above written.

GRANTEE:

CHURCH STREET LOFT APARTMENTS, LLC

By: Church Street Lofts MM, LLC, Managing Member

By: Landmark Asset Services, Inc., Managing Member

By: _____
Samuel J. Sari, Vice President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County and State aforesaid, do hereby certify that Samuel J. Sari, Vice President of Landmark Asset Services, Inc., Managing Member of Church Street Lofts MM, LLC, Managing Member of Church Street Loft Apartments, LLC being personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument on behalf of the limited liability company for the purposes stated therein.

WITNESS my hand and notarial seal, this _____ day of January, 2022.

My Commission Expires: _____

Notary Public

[Affix Notary Seal/Stamp]

EXHIBIT A

ALL those certain tracts or parcels of land lying and being in Asheboro Township, City of Asheboro, Randolph County, and being more particularly described as follows:

BEGINNING at J.M. Trogdon's northwest corner on east side of Church Street in Town of Asheboro running thence South 86 degrees East on Trogdon's line 187 feet to Trogdon's corner; thence about South 60 feet from and parallel to Southern Railway right-of-way 109 feet to Trogdon's Southeast corner; thence on Baptist Church line nearly East 60 feet to the Southern Railway right-of-way; thence with Southern Railway right-of-way about North 204 feet to a stake; thence North 86 degrees West 200 feet to a stake on East side of Church Street; thence along Church Street 94 feet to the BEGINNING, containing 25,000 square feet, more or less.

TOGETHER WITH:

BEGINNING at a stake, the northwest corner of the Baptist Church lot on the east side of Church Street in the Town of Asheboro, North Carolina, running thence South 86 degrees East on the Baptist Church line 206 feet to a stake in said line 60 feet from Southern Railway right-of-way; thence in a northern direction 60 feet from and parallel with Southern Railway right-of-way about 109 feet to a stake; thence North 86 degrees West 106 feet from and parallel to the Church lot about 190 feet to a stone on the east side of Church Street; thence South 5 degrees West along east side of Church Street 106 feet to the BEGINNING, containing about 20,000 square feet, more or less.

10. Annexation Petition – Parcel of Land at 1417 East Salisbury Street

(a) Investigation of the Annexation Petition

After City Engineer Michael Leonard, PE presented an annexation petition from Crystal and Charles Coldiron, who own the property at 1417 E. Salisbury Street, Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt by reference the following resolution directing the city clerk to investigate the sufficiency of the annexation petition. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 03 RES 1-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE
SUFFICIENCY OF THE ANNEXATION PETITION SUBMITTED BY
CRYSTAL AND CHARLES COLDIRON**

WHEREAS, Crystal P. McClelland Coldiron and her husband, Charles Coldiron, (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7761523176) they own at 1417 E. Salisbury Street, Asheboro, North Carolina 27203; and

WHEREAS, the Petitioners' land at 1417 E. Salisbury Street is contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-31 of the General Statutes of North Carolina provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described annexation petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 6, 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

In anticipation of the council's above-stated action, the city clerk prepared the following certification in advance of the council meeting and submitted this certificate for the council's review.

CERTIFICATE OF SUFFICIENCY
(Annexation Petition Submitted by Crystal and Charles Coldiron)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Crystal P. McClelland Coldiron and her husband, Charles Coldiron (the "Petitioners"). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioners have requested the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7761523176) they own at 1417 E. Salisbury Street, Asheboro, North Carolina 27203 (the "Annexation Tract"). This land is contiguous to the primary corporate limits of the City of Asheboro.

On the basis of my investigation, I have concluded that all of the owners of the real property lying in the Annexation Tract have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of January 6, 2022.

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

(b) Resolution Setting the Date for a Public Hearing

In light of the preceding council action and the submittal of the city clerk's certification document, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 04 RES 1-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY CRYSTAL AND CHARLES COLDIRON

WHEREAS, Crystal P. McClelland Coldiron and her husband, Charles Coldiron, (the "Petitioners") have properly submitted a petition requesting the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7761523176) they own at 1417 E. Salisbury Street, Asheboro, North Carolina 27203; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. A public hearing on the question of annexing the territory described in Section 2 of this Resolution will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on February 10, 2022.

Section 2. The territory proposed for annexation is described by metes and bounds as follows:

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing Asheboro primary city limits line at a 5/8-inch existing iron rod down 6 inches in the ground in the northern margin of the 60-foot public right-of-way for East Salisbury Street (North Carolina Secondary Road 2237) at the southeast corner of the Crystal P. McClelland Coldiron and Charles Coldiron property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 1633 at Page 1074 (the real property described in Deed Book 1633, Page 1074, Randolph County Registry (this property is shown as Lots 4A, 5A, 6A, 7A, 8A, 9A, and portions of Lots 10A and 11A on a plat of survey recorded in Plat Book 4, Page 16, Randolph County Registry) is the tract of land for which Crystal P. McClelland Coldiron and Charles Coldiron have requested annexation into the City of Asheboro, and this tract or parcel of land will be hereinafter referred to as the "Annexation Tract"), the described beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 712,124.13 Ground US Survey Feet and East 1,765,530.57 Ground US Survey Feet (NAD 83 (2011)); thence, from the beginning point, following the northern margin of the public right-of-way for East Salisbury Street along the existing Asheboro primary city limits line North 85 degrees 46 minutes 49 seconds West 149.51 feet to an existing axle at the southeast corner of the Charles Morris Ridley property described in Deed Book 2748, Page 2762, Randolph County Registry and shown in Plat Book 170, Page 46, Randolph County Registry; thence departing from the northern margin of the public right-of-way for East Salisbury Street and following the existing

Asheboro primary city limits line along the shared boundary line between the Charles Morris Ridley property and the Annexation Tract North 00 degrees 33 minutes 27 seconds West 200.66 feet to a 5/8-inch existing iron rod flush with the ground at the northwest corner of the Annexation Tract; thence departing from the existing Asheboro primary city limits line in order to follow the proposed Asheboro primary city limits line South 84 degrees 50 minutes 23 seconds East 148.52 feet along the boundary line shared by the Annexation Tract with the Daniel Thomas property described in Estate File 09E-483 in the Office of the Randolph County Clerk of Superior Court (the Daniel Thomas property is shown as Lots 12A-14A on a plat of survey recorded in Plat Book 4, Page 16, Randolph County Registry and is described in a prior deed recorded in Deed Book 420, Page 77, Randolph County Registry) to a 1-inch existing iron pipe down 2 inches in the ground at the northeast corner of the Annexation Tract; thence departing from the northern boundary line of the Annexation Tract and the proposed Asheboro primary city limits line in order to follow the eastern boundary line of the Annexation Tract and the existing Asheboro primary city limits line South 00 degrees 54 minutes 27 seconds East 198.32 feet along the Kenneth P. Gallimore and Bridget F. Gallimore property described in Deed Book 2501, Page 305, Randolph County Registry and shown in Plat Book 131, Page 80, Randolph County Registry to the point and place of BEGINNING, and containing a total of 0.679 of an acre (29,593 square feet of land), more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Annexation Survey For: Crystal P. McClelland Coldiron (and) Charles Coldiron."

Section 3. Notice of the public hearing scheduled by Section 1 of this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 6, 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

11. McCrary Ballpark Capital Improvements Project

(a) Contract Award – Construction of a Retaining Wall

City Engineer Michael Leonard, PE reported that the following bids were received on Tuesday, January 4, 2022 at 2:00 p.m. for the construction of a retaining wall at McCrary Ballpark.

Ace/Avant Concrete Construction Co., Inc	\$457,300.00
Terry's Plumbing & Utilities, Inc.	\$455,600.00

Mr. Leonard recommended that the council award the contract to construct the retaining wall to Terry's Plumbing & Utilities, Inc., which was the apparent lowest responsive, responsible bidder.

In response to this recommendation, Council Member Bell moved, and Council Member Burks seconded the motion, to award to Terry's Plumbing & Utilities, Inc. the contract for constructing the retaining wall at McCrary Ballpark for a contract price of \$455,600.00. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

A copy of the bid summary presented by Mr. Leonard is on file in the city clerk's office.

(b) Contract Award – Installation of a New Playing Surface

City Engineer Michael Leonard, PE recommended that the council award a contract to FieldTurf, USA for the installation of a new playing surface at McCrary Ballpark. The proposed contract in the amount of \$1,440,475.00 encompasses synthetic turf replacement for the infield and outfield.

This contract was procured by means of a national competitive bidding group purchasing program known as the Keystone Purchasing Network.

On the basis of the recommendation from city staff, Council Member Bell moved, and Council Member Heath seconded the motion, to award the contract to FieldTurf, USA for the above-stated amount. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

A copy of the approved proposal is on file in the city clerk's office.

12. Budget Items – McCrary Ballpark Capital Improvements Project

(a) General Fund Budget Ordinance Amendment

Finance Director Deborah Reaves recommended the adoption, by reference, of the following ordinance to amend the general fund. In response to this recommendation, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the ordinance presented by Ms. Reaves. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

03 ORD 1-22

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022**

WHEREAS, the City of Asheboro McCrary Baseball Park Improvements fund was established September 2021, and

WHEREAS, the City of Asheboro has received \$1.1 M in citizen contributions toward the installation of a new playing field surface at the ball park, and

WHEREAS, the contract for services from FieldTurf USA, Inc., an approved vendor of the Keystone Purchasing Network, of which the City of Asheboro is a member, is for \$1,440,475.00, and

WHEREAS, the City desires to appropriate \$341,000 in Fund balance to be transferred to the McCrary Baseball Park Improvements Fund to make up the difference between citizen contributions and the cost of the new field playing surface, and

WHEREAS, based on CPL Architecture Engineering plans, the construction of a retaining wall is needed before proceeding with other planned improvements at the McCrary Baseball Park and the lowest responsive bid to construct the retaining wall is for \$455,600, and

WHEREAS, the City of Asheboro wishes to appropriate General Fund balance in the amount of \$455,600 for the retaining wall, and

WHEREAS, the City desires to allocate funding and appropriate for the expense in the McCrary Baseball Park Improvements Fund, and

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: The following revenues line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Appropriation- Field surface	341,000
10-399-0000	Fund Balance Appropriation- Retaining wall	456,000
		\$797,000

Section 2: The following expense line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-620-6500	Contribution to McCrary Baseball Park Improvements Fd	\$797,000

Adopted this the 6th day of January 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

(b) Ordinance Amending the McCrary Baseball Park Improvements Fund

Finance Director Deborah Reaves recommended the adoption, by reference, of an ordinance to amend the following McCrary Baseball Park Improvements Fund. In response to this recommendation, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the ordinance presented by Ms. Reaves. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

04 ORD 1-22

**ORDINANCE TO AMEND
THE MCCRARY BASEBALL PARK IMPROVEMENTS FUND
FY 2021-2022**

WHEREAS, the City of Asheboro McCrary Baseball Park Improvements fund was established September 2021, and

WHEREAS, the City of Asheboro has received \$1.1 M in citizen contributions toward the installation of a new playing field surface, and

WHEREAS, the contract for services from FieldTurf USA, Inc., an approved vendor of the Keystone Purchasing Network of which the City of Asheboro is a member, is for \$1,440,475.00, and

WHEREAS, the City of Asheboro wishes to appropriate General Fund balance in the amount of \$341,000 for the difference between the citizen contributions and the contract expense, and

WHEREAS, based on CPL Architecture Engineering plans, the construction of a retaining wall is needed before proceeding with other planned improvements at the McCrary Baseball Park and the lowest responsive bid to construct the retaining wall is for \$455,600, and

WHEREAS, the City of Asheboro wishes to appropriate General Fund balance in the amount of \$455,600 for the retaining wall, and

WHEREAS, the City desires to allocate funding and appropriate for the expense in the McCrary Baseball Park Improvements Fund, and

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: The following revenues line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
65-300-0000	Contributions / Donations	1,100,000
65-300-1000	Contribution from General Fund- Field	341,000
65-300-1000	Contribution from General Fund- retaining wall	456,000
		<u>\$1,897,000</u>

Section 2: The following expense line item is increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
65-402-0000	Construction - Field Turf	1,441,000
65-402-0000	Construction – Retaining Wall	456,000
	Total	<u>\$1,897,000</u>

Adopted this the 6th day of January 2022.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

13. Progress Report – Zoo City Sportsplex Project

City Engineer Michael Leonard, PE presented a progress report on the Zoo City Sportsplex Project. Mr. Leonard utilized a slide show presentation, including but not limited to, photos of the progress at the sportsplex. Items that have been completed include, but are not limited to the following:

1. Mass Grading & Rock Removal for Phases 1 and 2;
2. Installation of Retaining Walls for Phases 1 and 2;
3. Installation of Storm Sewer for Phases 1 and 2;
4. Installation of Water and Sewer Lines for Phases 1 and 2;
5. Installation of Underground Electrical for Phase 1;
6. Base Layer of Stone in Place for Parking Areas and Roads for Phases 1 and 2;
7. Construction of Sand Volleyball Courts;
8. Stone Base for Pickelball Courts; and
9. Seeding/Slope Stabilization.

No formal action was requested of the city council during this portion of the meeting, and none was taken.

A copy of the report presented by the city engineer is on file in the city clerk's office.

14. Discussion of the following items

(a) The Updating of Council Photos

Mayor Smith announced that the photos of the city council members will be updated soon. City staff will update the council once more information is available.

(b) Ethics training for the most recently elected/re-elected city officials.

City Manager Ogburn reminded the newly elected and re-elected officials of city staff's availability to help with the procurement of the ethics training course mandated by state law.

15. Upcoming events and items not on the agenda

Mayor Smith led a brief discussion of upcoming events within the city government and the community in general.

No formal action was requested of the city council during this portion of the meeting, and none was taken.

There being no further business, the meeting was adjourned at 9:43 pm.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on December 6, 2021

The Asheboro ABC Board met on Monday, December 6, 2021, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the board meeting were Board Members Steve Knight and Bob Morrison and General Manager Rodney Johnson (GM). The Chair attended via telephone. 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.

Board Minutes from the November 1, 2021, meeting were reviewed and approved by the Board.

Mayor David Smith, City of Asheboro, was in attendance and discussed generally the growth of the Asheboro area and the Board's consideration of opening a second store.

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

Monthly drafts and EFT payments were reviewed.

In an effort to hire additional staff, the GM has asked Express Temporary Services to assist in finding qualified candidates. Additionally, Retired Store Manager Gene Fox will return working part-time in mid-December 2021.

Upon motion by Bob Morrison, the Board approved having the GM make a press release announcing its interest in finding a second store location in North Asheboro, and the criteria for such a location.

Asheboro ABC Policy Section 33 provides the Board may grant bonus pay at such times as it deems appropriate. After discussion, the Chair moved to approve payment of a Christmas bonus equal to 3% of an employee's salary during the period beginning December 1, 2020, and ending November 30, 2021, with a minimum payment of \$100. The motion was approved by the Board.

Upon motion by Steve Knight, the Board approved distributing an additional \$40,000 to the City of Asheboro.

Board heard reports from the General Manager concerning the following sales statistics:

1. Asheboro ABC sales statistics comparing:
 - November 2021 sales with the previous month indicate:
 - An overall +6.7% change (all sales and tax collections)
 - November 2021 sales with sales from the same month last year indicate:
 - Retail Sales +16%
 - Mixed Beverage Sales: +45.8

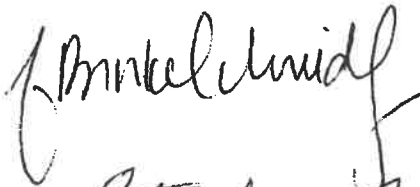
- Overall Collections: +18.83%
- November 2021 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +10.3%
 - Mixed Beverage Bottle Sales: +39%
 - Overall Bottle Sales: +11.8%

The next regular Asheboro ABC Board meeting will be held Monday, January 3, 2022, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 1-3-22


GM



Stephen R Knight

Dab correction by 

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION HONORING THE LATE FIRE BATTALION CHIEF
CHRISTOPHER ALLEN HOOVER WHO PASSED AWAY
ON JANUARY 8, 2022**

WHEREAS, Christopher Allen Hoover, who was promoted to the position of Fire Battalion Chief on October 1, 2016, provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Fire Department on November 8, 1998; and

WHEREAS, Chief Hoover passed away on January 8, 2022; and

WHEREAS, pursuant to and in accordance with Section 160A-294.1 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor this dedicated public servant by awarding to Chief Hoover's surviving spouse, Jennifer M. Hoover, the fire helmet most recently assigned to her late husband by the city; and

WHEREAS, with his passing, Chief Hoover's two gold badges, one shirt name plate with the "serving since" attachment, one coat name plate, one set of shirt collar pins, and one set of coat collar pins will no longer be used; and

WHEREAS, due to the fact that the items listed in the immediately preceding paragraph cannot be placed in the market place without creating a risk of allowing unauthorized individuals to impersonate fire department officials and thereby pose a threat to public safety, the Asheboro City Council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city's ability to use the listed items ended on January 8, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, on behalf of the citizens of Asheboro, the governing board honors the memory of Chief Hoover and extends the council's sincerest condolences to Jennifer M. Hoover; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in consideration and recognition of Chief Hoover's dedicated service, Jennifer M. Hoover is to be awarded, at less than fair market value, ownership of the city-issued fire helmet, inclusive of the helmet shield, previously assigned to Chief Hoover; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to Jennifer M. Hoover, effective immediately, her late husband's Asheboro Fire Department helmet and shield for a purchase price of one dollar (\$1.00); and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city staff is hereby directed to convey to Jennifer M. Hoover, effective immediately and without charge, her late husband's two gold badges, one shirt name plate with the "serving since" attachment, one coat name plate, one set of shirt collar pins, and one set of coat collar pins.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of February, 2022.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



RZ-22-01: Conditional Zoning application to rezone property located at 1558 and 1590 Zoo Parkway (Randolph County Parcel Identification Numbers 7750955455 and 7750955360) from B2 to B2 (CZ) zoning

Staff Report

Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-22**
 -01

Date 1-3-2022 Planning Board

Applicant Jamie Crumley

Legal Description

The property of JBBC Properties, LLC, located at 1558 and 1590 Zoo Parkway on the west side of Zoo Pkwy., approximately 500 feet south of Atlantic Ave., totaling approximately 3.24 acres +/-, more specifically identified as Randolph County Parcel Identification Number 7750955455 & 7750955360 & Lots 1 and 2 recorded in PB 162, PG 2.

Requested Action Rezone from B2 General Commercial to B2 General Commercial Conditional Zoning (CZ) for manufacturing, processing and assembly; including retail shoppers/convenience goods

Existing Zone B2

Land Development Plan See rezoning staff report

Planning Board Recommendation

The Planning Board recommended approval of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-22-01

Date 1/3/2022 PB and 2/10/2022 CC

General Information

Applicant Jamie Crumley

Address 2469 Old Cox Rd.

City Asheboro NC 27203

Phone 336-953-8700

Location 1558 and 1590 Zoo Parkway

Requested Action Rezone from B2 General Commercial to B2 General Commercial Conditional Zoning (CZ) for manufacturing, processing and assembly; including retail shoppers/convenience goods

Existing Zone B2 **Existing Land Use** Undeveloped

Size 3.24 acres +/-

Pin # 7750955455 & 7750955360

Applicant's Reasons as stated on application

To build a 13,600 sq. ft. building that would include approximately 4,000 sq. ft. retail front butcher shop and taxidermist lobby. 9600 sq. ft. of meat processing and taxidermy work.

Surrounding Land Use

North Multi-use commercial development

East Single-family residential

South Undeveloped Commercial

West Manufacturing, processing & assembly

Zoning History The subject property was part of RZ-86-14, a request to rezone from R10 to B2 approved in 1986.

Legal Description

The property of JBBC Properties, LLC, located at 1558 and 1590 Zoo Parkway on the west side of Zoo Pkwy., approximately 500 feet south of Atlantic Ave., totaling approximately 3.24 acres +/-, more specifically identified as Randolph County Parcel Identification Number 7750955455 & 7750955360 & Lots 1 and 2 recorded in PB 162. PG 2.

Analysis

1. The property is inside the city limits.
2. Zoo Parkway (NC 159) is a state-maintained major thoroughfare. NCDOT will require submission of a driveway permit application and has noted that the property is within the R-5958 project area (Ridge St./Zoo Pkwy intersection improvements). Any conflict with the project will be resolved as part of the driveway review process. It has not been determined at this time whether roadway improvements will be required.
3. The area is characterized by a mixture of commercial, industrial, and residential uses. There is an undeveloped commercial parcel to the south of the subject property that is owned by the same owner.
4. The requested district would allow manufacturing, processing, and assembly uses as well as retail uses. Manufacturing, processing and assembly uses generally require a general industrial zoning district or a conditional zoning district authorizing a specific development plan. After conferring with staff, the applicant has chosen to file a conditional zoning application.
5. The requested B2 district is described by the zoning ordinance as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets."
6. There is a stream on the property. NCDEQ needs to be contacted prior to any land activity that impacts the stream or its banks.

Rezoning Staff Report

RZ Case # RZ-22-01

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

Proposed Land Use Map Designation Commercial
Small Area Plan Central
Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 1: Complies with LDP proposed land use map

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12 and 13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # **RZ-22-01**

LDP Goals/Policies Which Do Not Support Request

Checklist Item 14: Rezoning is located on steep slopes of greater than 20%.

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

A continued commercial designation of the property complies with the proposed land use map. The project and uses proposed can be compatible with the area if thoughtfully designed and appropriate conditions considered to mitigate potential impact to nearby residential property.

The property is adjacent to a major manufacturing, processing, and assembly use that is more intensive than surrounding commercial uses. Ridge Street to the south largely serves as the line of transition between the Dixie Drive non-residential land use corridor and the residential neighborhoods further south.

Staff has reviewed the site plan for compliance with standard zoning ordinance requirements and except for the elimination of landscape buffer that usually would be required along the southern property line, the plan is code compliant. The applicant is proposing to eliminate this buffer since the subject property and the property to the south are under common ownership. In lieu of this buffer, it is advisable that the potential for cross access to that property, if and when it develops, be investigated.

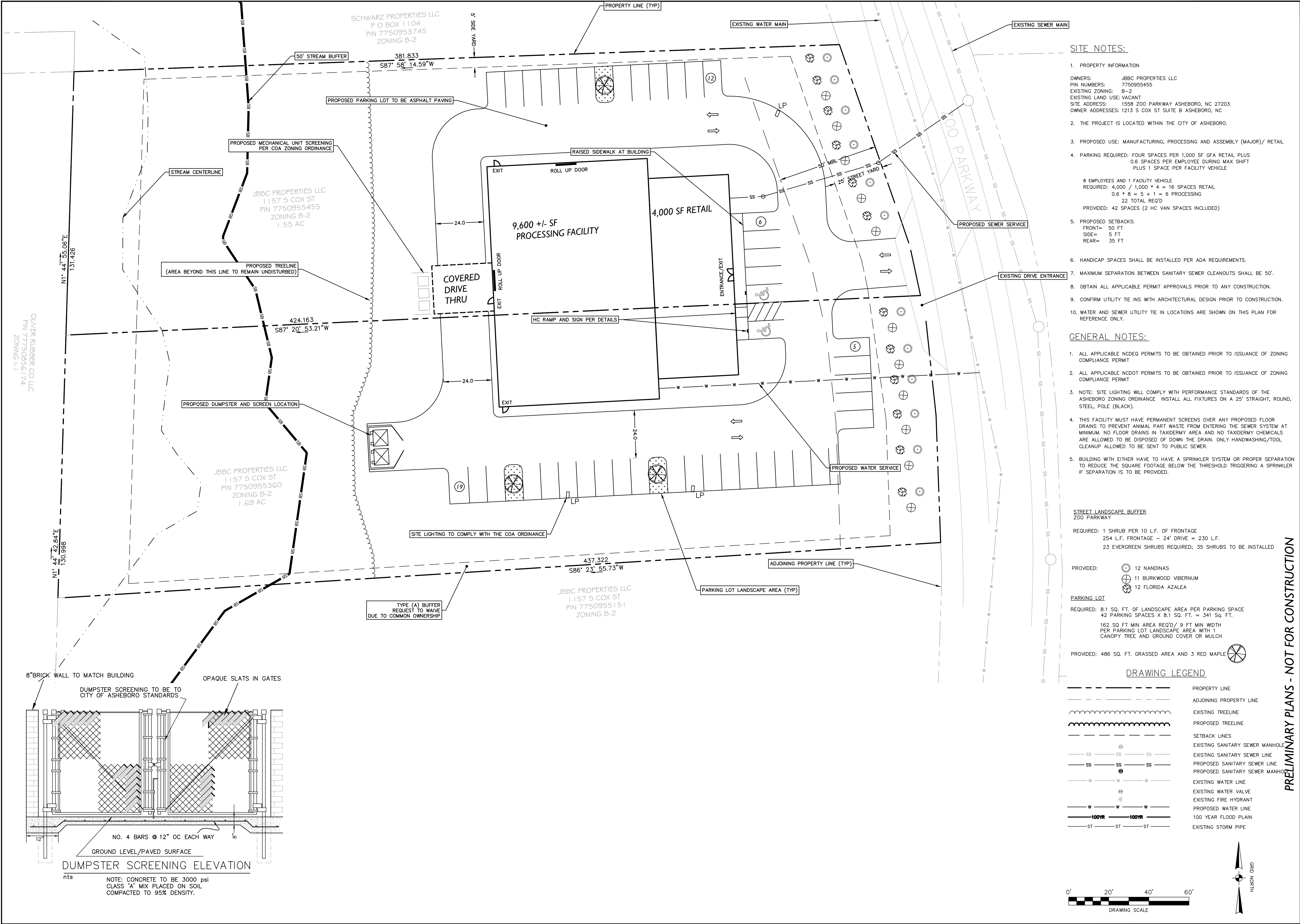
Staff's recommendation is to approve the request with conditions stated on the next page of this report.

Recommendation Approve subject to owner's acceptance of suggested conditions.

Rezoning Staff Report

Suggested Conditions for Conditional Zoning applications (subject to change prior to final report)

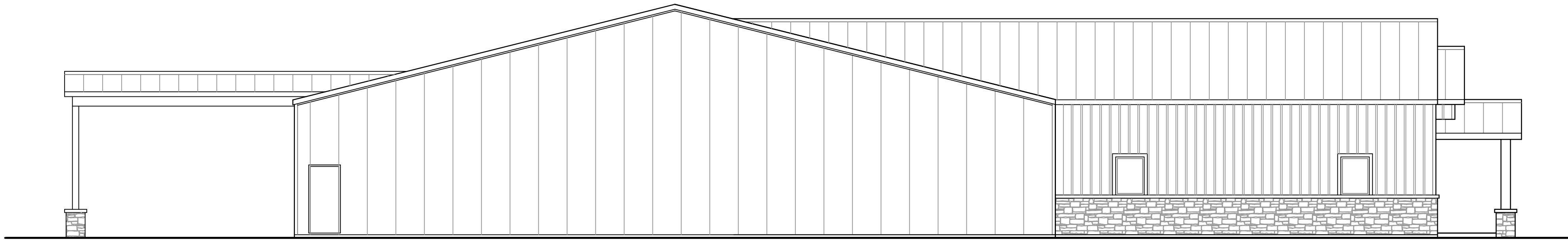
- (A) Uses authorized are Manufacturing, Processing and Assembly - Major and Retail Convenience and Shoppers Goods.
- (B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.
- (C) As part of its application for a zoning compliance permit, the applicant shall submit documentation on the following:
 - (1) NC Department of Environmental Quality permitting approval, if required; and
 - (2) NC Department of Transportation permitting approval.
 - (3) Proposed outdoor lighting details.
- (D) Should cross access to the undeveloped B2 zoned property to the south be desired, construction of such access shall not be considered a modification of the conditional zoning district.
- (E) A minimum of 35 shrubs shall be installed in the area identified as the 25' street yard.
- (F) No outdoor storage is permitted unless it is done in strict compliance with the screening provisions of the Zoning Ordinance.
- (G) No unshielded floor lights or lamps shall be permitted within the 25' street yard.
- (H) Hours of operation shall be limited to 7:00 a.m. to 12:00 a.m. daily.
- (I) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.



SEA
Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
1558 ZOO PARKWAY
ASHEBORO, NC 27204
Phone: 336-324-0902 Fax: 336-324-0922
Email: info@summeyengineering.com
NC Professional Engineering Firm License No. P-0936

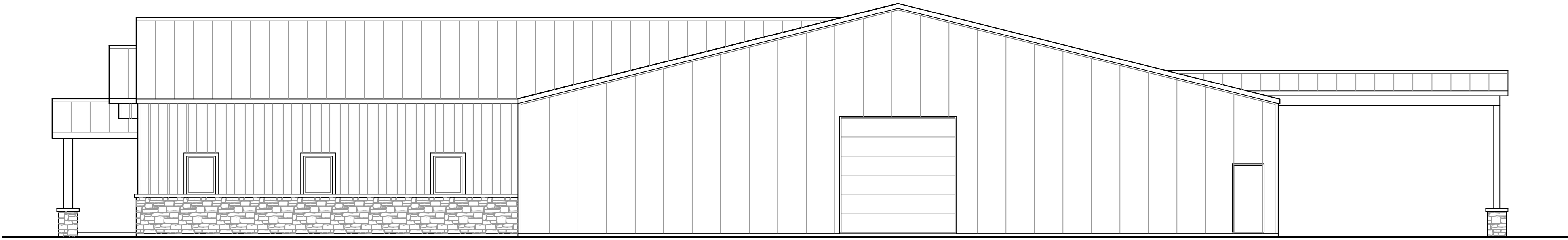
PRELIMINARY SITE SKETCH
HARPLEY MEAT PROCESSING FACILITY

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Sheet No.									



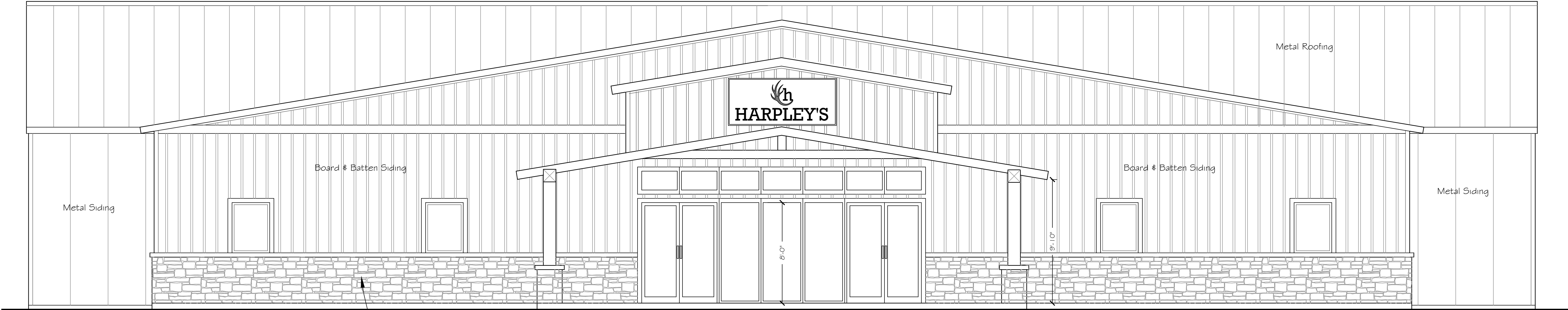
LEFT ELEVATION

Scale 1/8" = 1'-0"



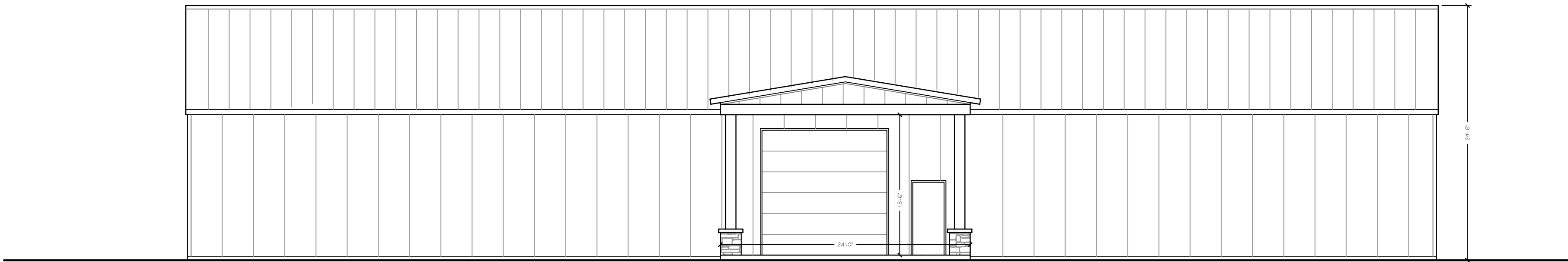
RIGHT ELEVATION

Scale 1/8" = 1'-0"



FRONT ELEVATION

Scale 1/4" = 1'-0"



REAR ELEVATION

Scale 1/8" = 1'-0"

Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting

Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
Email: msack@summeyengineering.com

By

Description

Date

Rev.

ELEVATIONS

HARPLEY'S

CITY OF ASHEBORO - RANDOLPH COUNTY - NORTH CAROLINA

Scale: AS NOTED

Date: DEC., 2021

Drawn By: PK

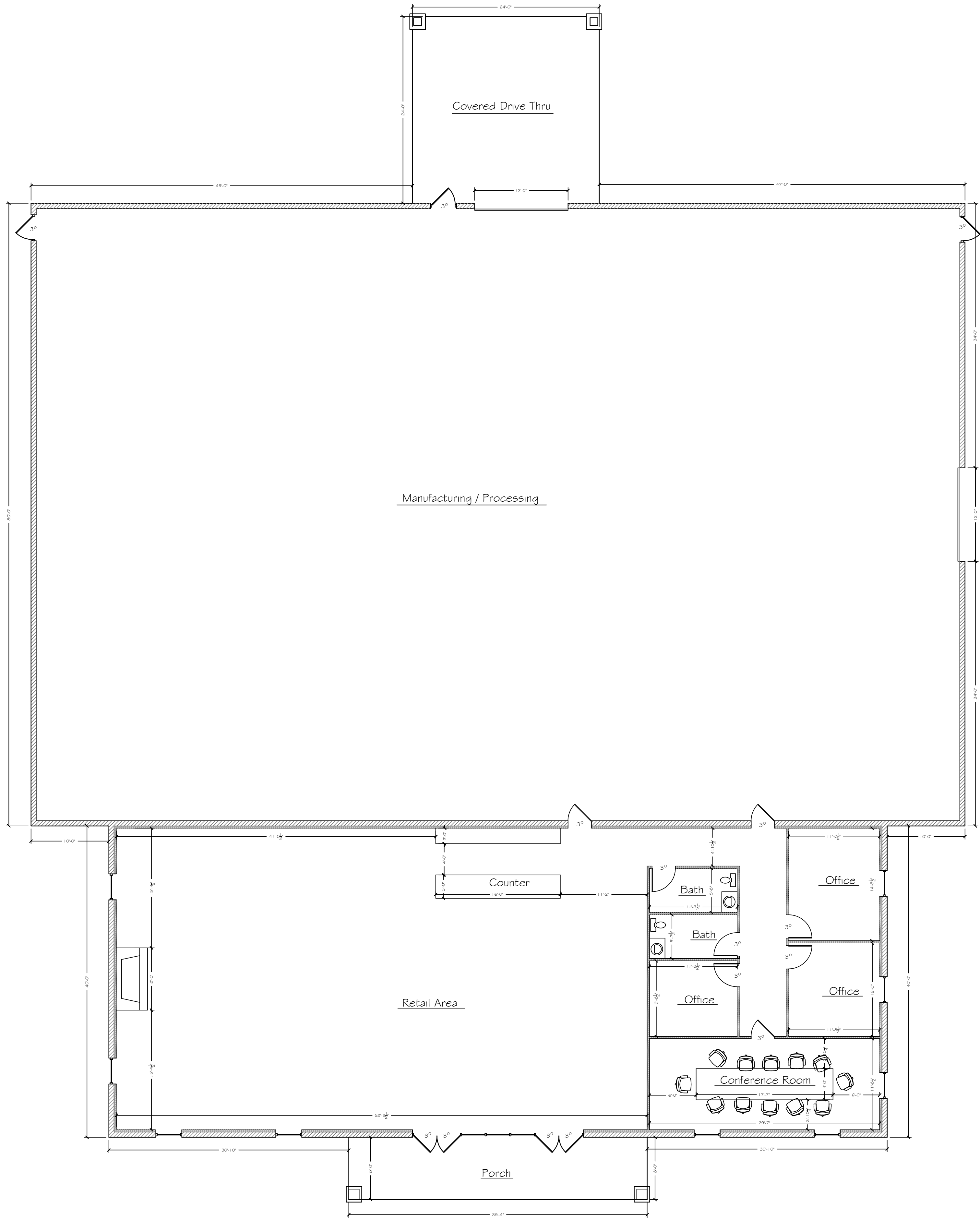
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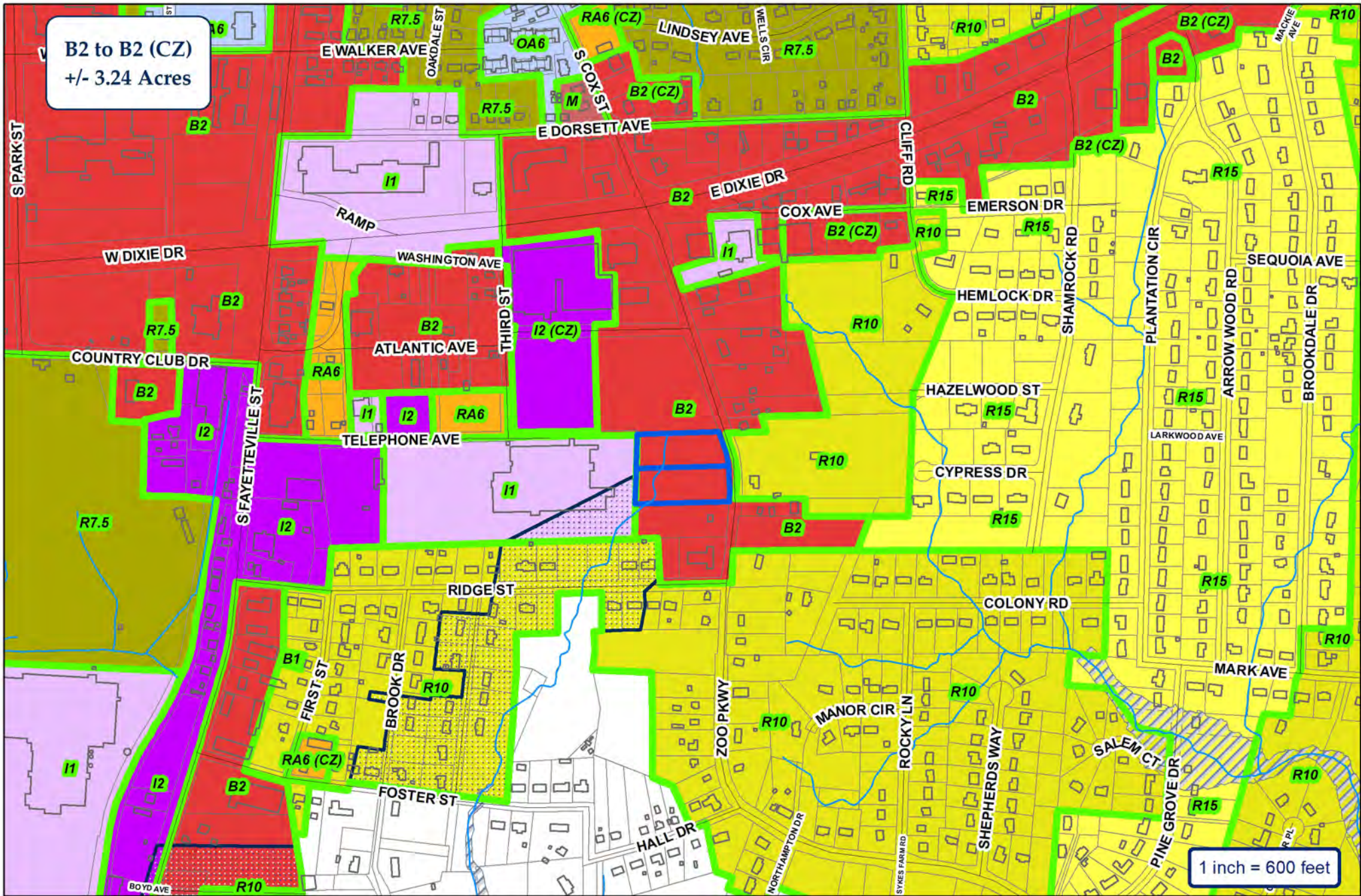
B-1

1 of 2



FLOOR PLAN
Scale 1/8" = 1'-0"

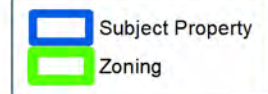
Scale: AS NOTED				FLOOR PLAN				Summey Engineering Associates, PLLC			
Date: DEC, 2021				HARPLEY'S				Engineering - Land Planning - Consulting			
Drawn By: PK								Asheboro, NC 27204			
Checked By: HWSJ								Phone: 336-328-0902 Fax: 336-328-0922			
Job No.: E-7713				CITY OF ASHEBORO - RANDOLPH COUNTY - NORTH CAROLINA				Email: mack@summeyengineering.com			
Sheet No.				Rev.				Description			
B-2											
2 of 2											

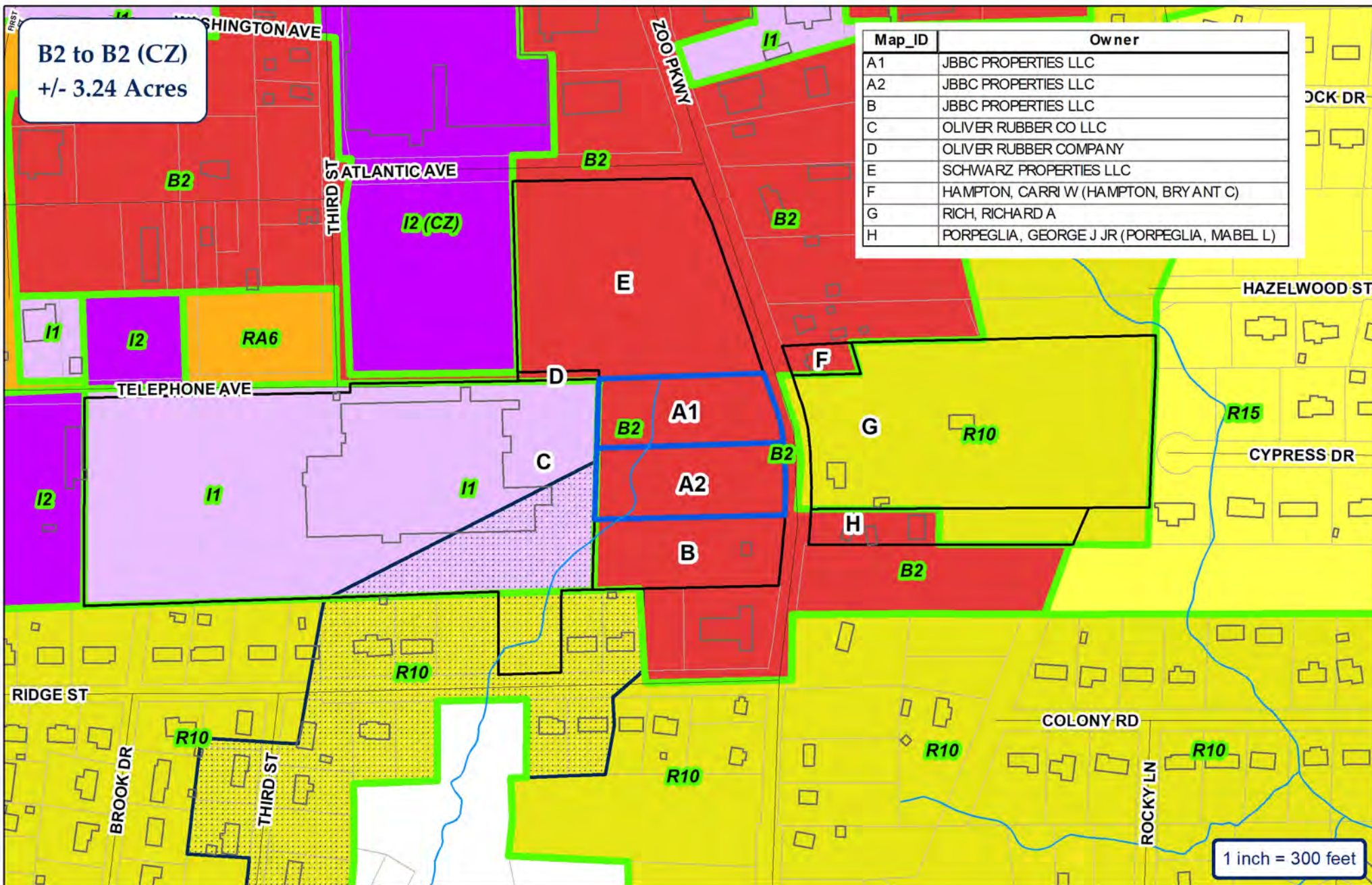


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-22-01

Parcel: 7750955455 & 7750955360





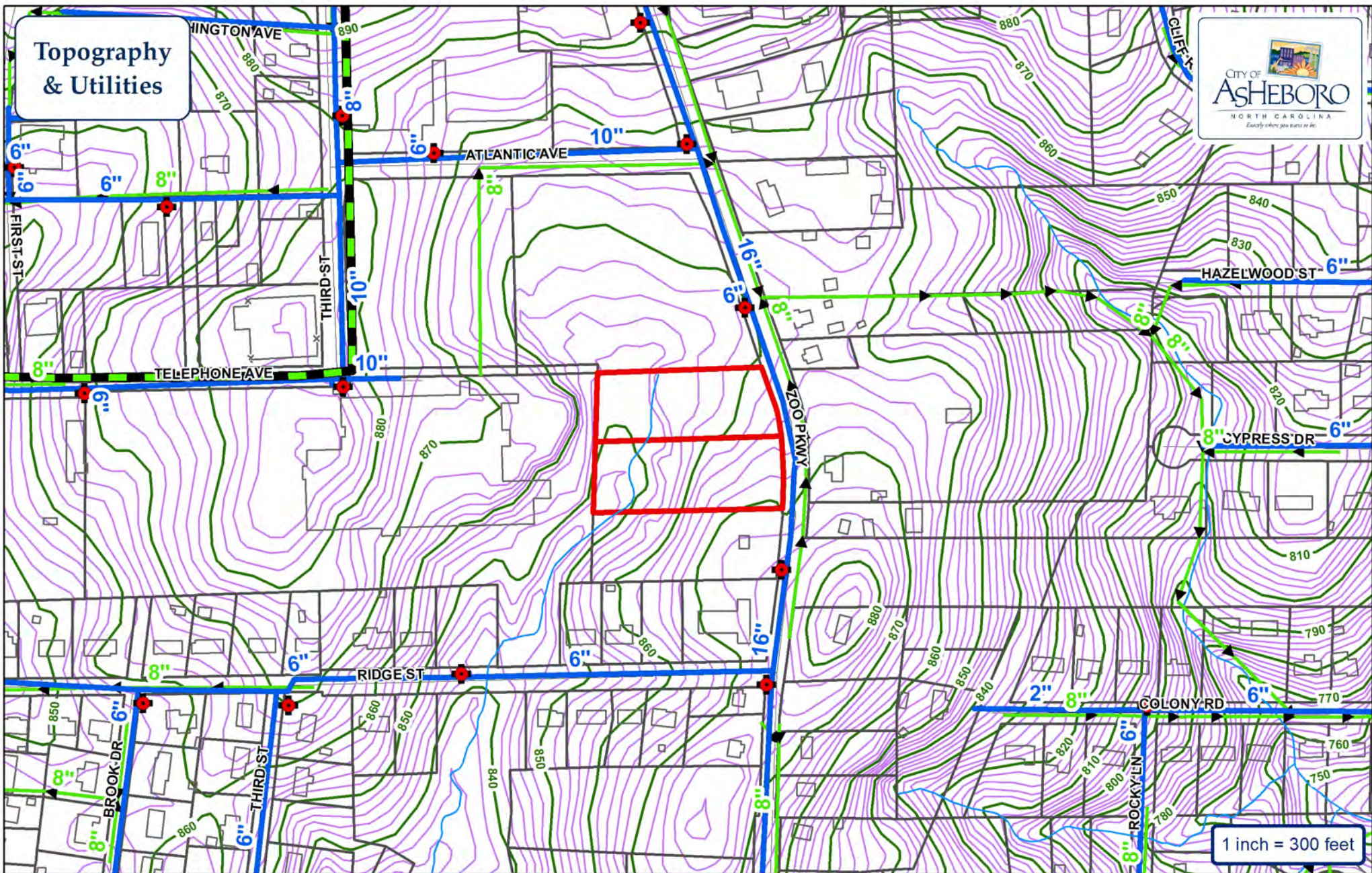
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-22-01

Parcel: 7750955455 & 7750955360

-  Subject Property
-  Adjoining Properties
-  Zoning





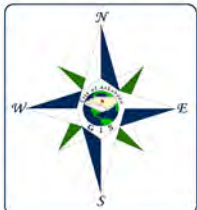
-  Water Main
-  Sewer Main
-  Force Main
-  Fire Hydrant
-  Pump Station
-  Watershed

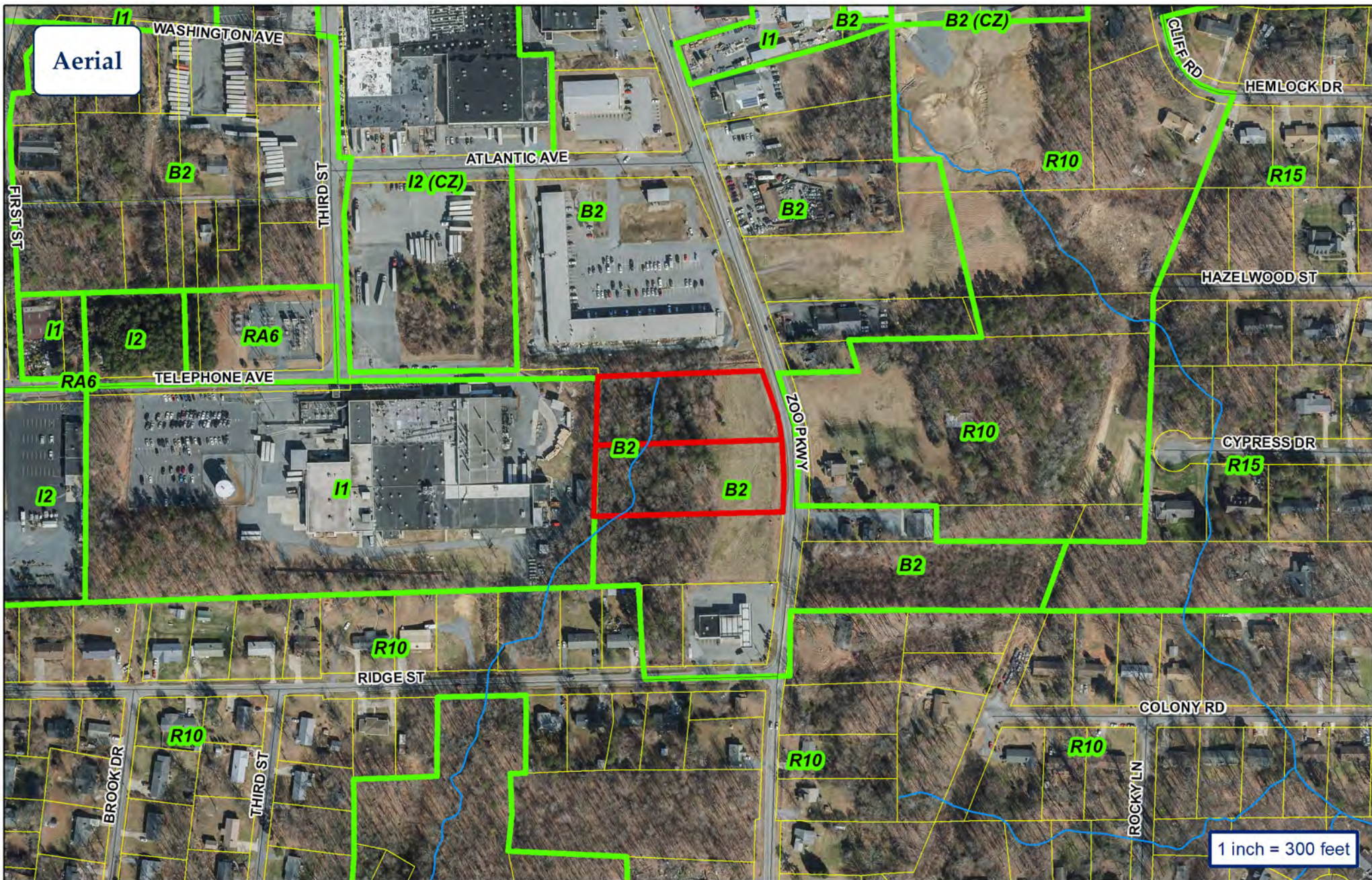
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-22-01

Parcel: 7750955455 & 7750955360

 Subject Property

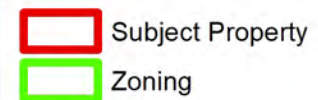




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-22-01

Parcel: 7750955455 & 7750955360





Application for Conditional Zoning District

APPLICATION FEE

A \$550 filing fee is required.

APPLICATION INSTRUCTIONS:

The conditional zoning process can be complex. A Conditional Zoning District involves a proposal for a specific use that is customized to a particular property. In order to ensure compliance with application requirements, the applicant is **required** to have a pre-application conference with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Please contact staff at (336) 626-1201 ext. 225 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1. A pre-application conference with staff is **required** prior to the application being accepted. At this conference, staff and the applicant will discuss the rezoning request, the unique aspects of conditional zoning, the requirements for completing the review schedule, contact persons for services and permits, and information regarding site plans, landscaping, and other development requirements. This meeting must occur no more than sixty (60) days prior to the application filing deadline.
2. A legal description/deed reference of such land.
3. Six (6) copies of a site plan drawn to scale to be submitted to the Planning Board. The Planning Board will review the proposal and forward a recommendation, including conditions for the zoning, to City Council. The month following the Planning Board meeting, City Council will review the proposed Conditional Zoning District application and site plan and may adopt, not adopt, or refer the application back to the Planning Board for review of any revisions made to the site plan subsequent to the initial submittal of the application materials.
4. Letter to be mailed by applicant notifying neighboring property owners of the request. Consistent with Section 160D-602(e) of the North Carolina General Statutes, the applicant shall notify neighboring property owners of the requested conditional zoning as well as the location, time, and date on which the Planning Board will hold a legislative hearing on the request. This notice must be in the form of a mailed notice provided in compliance with the guidance found in Section 160D-602(a) of the North Carolina General Statutes. During the legislative hearing, the applicant shall report to the Planning Board on the delivery of the required notice and any communication with neighboring property owners and residents concerning the requested conditional zoning.

APPLICATION DEADLINES AND MEETING DATES

The deadline for filing of applications for legislative hearings will be the day which is 55 days prior to the date of the City Council meeting for which the public hearing is to be set, provided that the deadline is no less than 17 days prior to the Planning Board's required legislative hearing; in these instances, the deadline will be 62 days prior to the date of the City Council meeting for which the public hearing is to be set.

If five (5) applications have been received prior to the cut-off date, the request will be heard the following month.

<i>Application Deadline</i>	<i>Planning Board Meeting</i>	<i>City Council Meeting</i>
December 17, 2021	Monday, January 3, 2022	Thursday, February 10, 2022
January 14, 2022	Monday, February 7, 2022	Thursday, March 10, 2022
February 11, 2022	Monday, March 7, 2022	Thursday, April 7, 2022
March 11, 2022	Monday, April 4, 2022	Thursday, May 5, 2022
April 15, 2022	Monday, May 2, 2022	Thursday, June 9, 2022
May 20, 2022	Monday, June 6, 2022	Thursday, July 14, 2022
June 10, 2022	Monday, July 11, 2022	Thursday, August 4, 2022
July 15, 2022	Monday, August 1, 2022	Thursday, September 8, 2022
August 12, 2022	Tuesday, September 6, 2022	Thursday, October 6, 2022
September 16, 2022	Monday, October 3, 2022	Thursday, November 10, 2022
October 14, 2022	Monday, November 7, 2022	Thursday, December 8, 2022
*November, 2022: Confirm application deadline with staff	Monday, December 5, 2022. Confirm meeting date with staff	*January, 2023: Confirm meeting date with staff

***January, 2023 Council meeting date is not set by Council until December, 2022.**

ITEMS TO BE SHOWN ON THE SITE PLAN:

The application for a Conditional Zoning District shall include a site plan, which must be drawn to scale, with supporting information and text that specifies the actual use or uses intended for the Zoning Lot and any rules, regulations, and conditions that, in addition to all predetermined Ordinance requirements, will govern the development and use of the Zoning Lot. The following information must be provided, if applicable:

- 1) The actual shape, location, dimensions, and total acreage of the Zoning Lot; its zoning classification; the general location of the Zoning Lot in relation to major streets, railroads, and/or waterways; a north arrow; and, if the Zoning Lot is not of record, sufficient data to locate the lot on the ground;
- 2) All existing rights-of-way, easements, and reservations;
- 3) In addition to providing the shape, size, and location of any structure(s) already located on the Zoning Lot, the site plan must show the shape, size, and location of all structures to be erected, altered, or moved on the Zoning Lot;

- 4) Building elevations of all exterior facades at a minimum scale of 1/8" = 1';
- 5) The existing and intended use(s) of the Zoning Lot, specifically including the number of residential units and the total square footage of any nonresidential development;
- 6) The location and size of all yards, buffers, screening, and landscaping, including by way of illustration and not limitation front yard and parking lot landscaping, required by the Ordinance's predetermined standards for the general zoning classification applicable to the Zoning Lot or as otherwise proposed by the applicant;
- 7) All existing and proposed points of access to public streets;
- 8) Proposed phasing, if any;
- 9) The location and type of screening used to screen mechanical equipment;
- 10) The location, access to, and screening of a central solid waste area;
- 11) Traffic, parking, and circulation plans, specifically including the location and dimensions of off-street parking areas and loading spaces;
- 12) The grade separation of structure(s) and parking areas;
- 13) The paving material for parking areas;
- 14) Curb cuts;
- 15) The compliance of the proposed development with the Ordinance's predetermined sign regulations;
- 16) The level of compliance of the land use(s) proposed for the Zoning Lot with the Ordinance's predetermined performance standards for the general zoning classification assigned to the Zoning Lot, including by way of illustration and not limitation performance standards pertaining to light, noise, and vibration;
- 17) If applicable, the location of any flood zones;
- 18) The location of existing and proposed storm drainage patterns and facilities intended to serve the proposed development;
- 19) If applicable, the location of the watershed;
- 20) When required by the Ordinance's predetermined specifications, sidewalks; and
- 21) Information addressing the applicable permitting requirements of other local governmental agencies as well as federal and state agencies, including by way of illustration and not

limitation, the North Carolina Department of Transportation and the North Carolina Department of Environmental Quality.

APPLICANT INFORMATION

Applicant Jamie Crumley Applicant's Phone # 336-953-8700
Applicant's Address 2469 Old Cox Rd
Asheboro NC 27205
Applicant email address harleys taxidermy@gmail.com

PROPERTY INFORMATION

Property Owner's Name JBBC Properties LLC
Location of Property 1558 Zoo Parkway Property Size (ac. or s.f.) 3.2
Randolph County Property Identification Number (PIN#) 7750955455 + 7750955360
Current Zoning District B2 Requested Zoning District Conditional zoning district
Date Property Title Acquired 24, Jan, 2008 Deed Book 602002 Page 01805
Subdivision _____ Section _____ Lot # _____
Plat Book 126-2 Page 2

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

To build a 12,000sq ft building that would
include approx 2,000sq ft Retail front
butcher shop and taxidermist lobby.
10,000sq ft of meat processing
and taxidermy work.

2. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

It will provide processing jobs in support of
on-site retail establishment.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

3. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

Does not apply ☒

4. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

Does not apply ☒

5. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

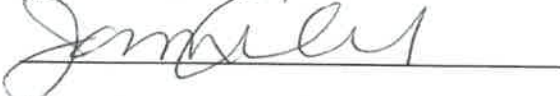
APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

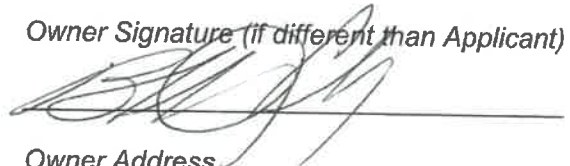


Printed Name of Authorized Signatory (if different from Applicant)

Jamie Crumley

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)



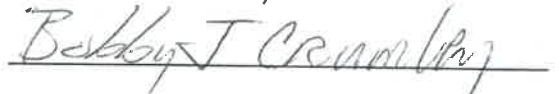
Owner Address

1213 B S. Cox St. Unit B
Asheboro, NC 27203

Telephone Number

336-853-2009

Printed Name of Authorized Signatory (if different from Owner)



Position/Relationship of Authorized Signatory to Owner

Manager of CC

STAFF USE

Received by: ~~_____~~ JLE G/TN Date: 12-17-21 Case Number: R2-22-01

AMENDMENT TO SUBRECIPIENT AGREEMENT

1. This amendment (the "Amendment") is made by the City of Asheboro and the United Way of Randolph County, parties to the Subrecipient Agreement executed on the 9th of August, 2021 (the "Agreement").

2. The Agreement is amended as follows:

BACKGROUND Section, Paragraph 1:

The City of Asheboro applied for and was awarded a grant in the amount of \$900,000 on December 17, 2020, through the Community Development Block Grant-Coronavirus Program ("CDBG-CV"), a program administered by the North Carolina Department of Commerce ("DOC" or "the Department"), Rural Economic Development Division ("REDD"). The purpose of the CDBG-CV is to assist communities deemed as eligible and non-entitlement by the US Department of Housing and Urban Development ("HUD") with urgent needs created by the Coronavirus Disease 2019 ("COVID-19") pandemic. The City has been awarded CDBG-CV funds to collaborate with the UWRC to form and operate the Asheboro COVID-19 Community Assistance ("ACCA") Program to provide food distribution funding to eligible organizations and temporary subsistence payments to City of Asheboro residents who qualify under HUD criteria as low- to moderate-income and are negatively impacted by the COVID-19 pandemic.

PURPOSE AND BUDGET Section

The purpose of this grant is to operate the Asheboro COVID-19 Community Assistance ("ACCA") Program to provide food distribution funding to eligible organizations and temporary subsistence payments to City of Asheboro residents who serve or qualify under HUD criteria as low to moderate income and are negatively impacted by the COVID-19 pandemic. These food distribution and subsistence payments are intended to improve beneficiaries' health and prevent qualifying residents from experiencing eviction from their primary residences or disconnection of essential utility services at those residences.

The budget for the ACCA Program, unless modified or amended by the DOC, shall be no more than \$920,000. No more than \$830,000 of this amount shall be used for food distribution and subsistence payments as previously described. No more than \$90,000 of this amount shall be used to reimburse the UWRC for necessary, proper, and documented administrative expenses incurred in performing its duties as Subrecipient. If there are not adequate grant funds to cover these administrative expenses, that shall in no way alter or lessen the UWRC's duties and responsibilities under these Grant Documents.

SUBRECIPIENT'S DUTIES – ADMINISTRATION AND RECORDKEEPING Section

The UWRC shall provide intake services and collect applications for food distribution funding and subsistence payments. It shall review applications for eligibility under the CDBG-CV and ACCA programs, and forward eligible applications to the City as Payment Requests. Payment Requests

are further subject to the procedures and restrictions detailed in Part 7 of this Subrecipient Agreement.

The UWRC shall comply with the Recordkeeping Requirements summarized in the Grant Agreement, Part 9, including meeting state and federal requirements and responsibilities set forth in: 4 NCAC 19L.0911, 24 CFR 570.490, 24 CFR 570.506, and 24 CFR 85.42, as each may be modified by the DOC or HUD. Consistent with those requirements, the UWRC shall keep clear, detailed, and organized records of:

- ☐ All applications, and for subsistence assistance, ~~including~~ the names, addresses, and demographic information of all applicants, and their supporting documentation
- ☐ The types and amounts of assistance requested by each applicant
- ☐ The types and amounts of assistance approved for each applicant; if assistance is denied or reduced, the grounds for denial or reduction shall be specified (e.g., “applicant requested assistance over maximum,” “applicant could not demonstrate qualifying income,” “applicant could not demonstrate qualifying residency, applicant organization not physically located within the City of Asheboro,” etc.)
- ☐ The types and amounts of subsistence assistance paid, the direct recipient of assistance payments (e.g., the applicant’s landlord or utility provider), and records of the checks or electronic fund transfers used
- ☐ The types and amounts of food distribution funding paid, the direct recipient of assistance payments (e.g., the organization), and records of the checks or electronic fund transfers used
- ☐ Administrative expenses incurred and necessary to perform its duties as provided in the Grant Documents.

The UWRC shall further provide any duly authorized representative of the City, DOC, the State of North Carolina, HUD, and other authorized state and/or federal parties reasonable access to all documents relating to this grant for five years following the completion of all close-out procedures. Original files shall be maintained at the City’s offices for access purposes.

To help meet its responsibilities defined in the preceding paragraph, the UWRC shall also obtain and retain releases or waivers from project applicants allowing for authorized individuals’ and parties’ review of personal, income-related, financial, tax and/or other information related to determining eligibility for CDBG assistance.

PAYMENT REQUESTS Section

a. A cover letter signed by the UWRC’s executive director. The cover letter shall state: the total amount of funds requested; the number of households that would receive subsistence payments or is anticipated to benefit from the food distribution funding provided through the Payment Request, if funded; and the total administrative expense claimed, if any. The cover letter shall also affirm the UWRC has diligently reviewed all applicants to verify eligibility without duplication of benefits, that the Payment Request contains a true and accurate summary of their

information that establishes eligibility, and that UWRC officials have complied with all relevant provisions of this Subrecipient Agreement and the other Grant Documents.

PAYMENT REQUESTS Section, Final Paragraph

In the event the City defers a portion of a Payment Request, or requires a pause in submission of Payment Requests, as described above, the UWRC may, in its sole discretion, use its available funds to fund subsistence and food distribution payments found “eligible” by the City. If the UWRC does so, it shall document and notate those payments in the summary spreadsheet, and the City shall reimburse the UWRC for those payments, subject to receipt of necessary funds from DOC.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

City of Asheboro:

David H. Smith, Mayor

Date

United Way of Randolph County:

Elizabeth Mitchell, Chief Professional Officer

Date

Water Resources Division
146 N Church Street
PO Box 1106
Asheboro, NC 27204-1106



Tel: 336-626-1201 Ext. 258

Fax: 336-626-1218

MEMORANDUM

TO: John N. Ogburn, III, City, Manager
FROM: Michael D. Rhoney, PE, Water Resources Director *mDR*
DATE: February 4, 2022
RE: Purchase of Lake Reese 600 KV Generator through Cooperative Purchasing Agreement

Project Name: City of Asheboro Lake Reese Raw Water Pump Station 600 KW Generator System.

Description of Project:

The Lake Reese Raw Water Pumping Station does not currently have a backup power source to ensure continuous operation of the water treatment plant due to any event that would cause power loss to the site. This project includes the purchase of one (1) 600 KV standby generator, one (1) 4kV Automatic Transfer Switch, and one (1) 4 kV Transformer.

Both Caterpillar, Inc. and Cummins Corporation have contracts with Sourcewell Cooperative Purchasing. Both manufactures provided quotes to provide the equipment per the specifications designed by our consultant, Sturgill Engineering PA. The City is a member of Sourcewell. I am recommending the City Council approve awarding the purchase of this equipment to Carolina CAT for a total of \$386,770 per the attached Quote No. 30945709. Please put this item on the Council Agenda for the regularly scheduled February 10, 2022 meeting.

The delivery of this equipment ranges from 42 to 53 weeks out. With this information, we will better be able to coordinate the construction of the pad and installation of the equipment and all other appurtenances.



Quote No.: 30945709

Rev No.: 1

Issue Date: 2/3/2022

Project Name: Lake Reese

Validity: 30 days

Project Location:

Sourcewell Contract # 120617-CAT

QTY

1

Diesel GENERATOR SET

Caterpillar Model C18

- 600kW Standby Rating
- EPA Stationary Emergency
- 277/480V, 3 phase, 4 wire, 60 hz
- UL2200 certified
- NFPA 110 compliant
- Local NFPA-99/110 alarm control panel
- NFPA-99/110 Remote Annunciator
- Main line circuit breaker (2) 1200AF, 3 pole, LSI trip unit, SE rated
- PMG Excitation
- 100 Amp Load Center
- Charging alternator
- Battery charger
- Battery set, rack, cables
- Coolant heater
- Vibration isolators
- Factory test @ 0.8pf
- Sound attenuated enclosure
 - Sound level at full load: 75dBA at 23' (in free field environment)
 - 100 MPH wind load design
 - Internally mounted, super critical grade, exhaust system
- Sub-base day tank, double wall, UL-142
 - 1340 Gallon usable capacity, 36 hours at 100% load
 - High level, low level, and rupture basin alarms
 - Fuel level gauge
 - Normal & emergency vents
- 5 Year warranty

1

AUTOMATIC TRANSFER SWITCH

- 600A
- 4160V, 60 hz
- 3 Pole
- Closed transition
- NEMA 3R enclosure
- 600A load Distribution Breaker
- 5 Year warranty

1 GENERAL

- 2 Day Start-up, testing, and customer training
Includes 4-hour resistive load bank test on site
- F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

Total Price: \$347,840.00 (applicable taxes not included)

Exceptions:

- Setting and testing of the Basler relay by others.

Options:

- Option to provide the 750Kva Pad Mounted transformer from 480V to 4160V: **Add \$38,930.00**

Estimated Shipment (from submittal approval):

Genset: 50-52 weeks

ATS: 42-45 weeks

Transformer: 53 weeks

Invoice & Payment Terms

Net due 30 days from invoice date

90% of total price invoiced upon equipment delivery

10% of total price invoiced upon completion of Carolina CAT's scope of supply

General Notes:

1. Quote is for equipment listed only.
2. **WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.**
3. **Startup quoted is for 2 weekdays and does not include weekend or afterhours work, if needed we will be happy to provide pricing for that labor.**
4. This quotation covers items listed herein and does not constitute a specific job proposal.
5. All equipment furnished loose for installation by others unless specifically listed as installed.
6. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
7. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
8. Relay and/or System Coordination Study is not included unless specifically noted.
9. Telephone and verbal orders are to be confirmed in writing.
10. We reserve the right to correct errors or omissions.
11. Carolina Cat is not responsible for occurrences beyond our control.
12. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
13. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

17. **Taxes.** The pricing and information contained in the quote does not include any taxes that may be incurred by the party requesting the quote or CTE. This quote is not valid for capital improvement projects that the requestor submits NC Form 589CI. Advise your sales representative if any tax exemption forms will be provided.

ACCEPTED BY: _____

P.O. #: _____

COMPANY: _____

DATE: _____

Cline Tate
Electric Power Sales Engineer
Carolina Cat | Power Systems Division
704-731-7265 (direct)
704-516-5513 (mobile)
ctate@carolinacat.com | www.carolinacat.com

ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY
ANNEXING APPROXIMATELY 29,593 SQUARE FEET OF LAND
CONTIGUOUS TO THE EXISTING PRIMARY CITY LIMITS
AT 1417 EAST SALISBURY STREET**

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Crystal P. McClelland Coldiron and Charles Coldiron (the “Petitioners”) petitioned the Asheboro City Council (the “Council”) to annex into the Asheboro primary city limits a parcel of land (Randolph County Parcel Identification Number 7761523176) owned by the Petitioners at 1417 East Salisbury Street; and

WHEREAS, the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on January 6, 2022, by means of a duly adopted resolution (Resolution Number 03 RES 1-22), the Council directed the city clerk to investigate the sufficiency of the petition submitted by the Coldirons, and the city clerk has in fact certified the sufficiency of their annexation petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 04 RES 1-22, a legal notice was published on January 20, 2022, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the Council’s next regular meeting, which was scheduled to begin at 7:00 p.m. on February 10, 2022, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on February 10, 2022;
and

WHEREAS, the Council has determined that the annexation petition meets the requirements of Section 160A-31 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro as follows:

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes part of the City of Asheboro:

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing Asheboro primary city limits line at a 5/8-inch existing iron rod down 6 inches in the ground in the northern margin of the 60-foot public right-of-way for East Salisbury Street (North Carolina Secondary Road 2237) at the southeast corner of the Crystal P. McClelland Coldiron and Charles Coldiron property described in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in Deed Book 1633 at Page 1074 (the real property described in Deed Book 1633, Page 1074, Randolph County Registry (this property is shown as Lots 4A, 5A, 6A, 7A, 8A, 9A, and portions of Lots 10A and 11A on a plat of survey recorded in Plat Book 4, Page 16, Randolph County Registry) is the tract of land for which Crystal P. McClelland Coldiron and Charles Coldiron have requested annexation into the City of Asheboro, and this tract or parcel of land will be hereinafter referred to as the “Annexation Tract”), the described beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 712,124.13 Ground US Survey Feet and East 1,765,530.57 Ground US Survey Feet (NAD 83 (2011)); thence, from the beginning point, following the northern margin of the public right-of-way for East Salisbury Street along the existing Asheboro primary city limits line North 85 degrees 46 minutes 49 seconds West 149.51 feet to an existing axle at the southeast corner of the Charles Morris Ridley property described in Deed Book 2748, Page 2762, Randolph County Registry and shown in Plat Book 170, Page 46, Randolph County Registry; thence departing from the northern margin of the public right-of-way for East Salisbury Street and following the existing Asheboro primary city limits line along the shared boundary line between the Charles Morris Ridley property and the Annexation Tract North 00 degrees 33 minutes 27 seconds West 200.66 feet to a 5/8-inch existing iron rod flush with the ground at the northwest corner of the Annexation Tract; thence departing from the existing Asheboro primary city limits line in order to follow the proposed Asheboro primary city limits line South 84 degrees 50 minutes 23 seconds East 148.52 feet along the boundary line shared by the Annexation Tract with the Daniel Thomas property described in Estate File 09E-483 in the Office of the Randolph County Clerk of Superior Court (the Daniel Thomas

property is shown as Lots 12A-14A on a plat of survey recorded in Plat Book 4, Page 16, Randolph County Registry and is described in a prior deed recorded in Deed Book 420, Page 77, Randolph County Registry) to a 1-inch existing iron pipe down 2 inches in the ground at the northeast corner of the Annexation Tract; thence departing from the northern boundary line of the Annexation Tract and the proposed Asheboro primary city limits line in order to follow the eastern boundary line of the Annexation Tract and the existing Asheboro primary city limits line South 00 degrees 54 minutes 27 seconds East 198.32 feet along the Kenneth P. Gallimore and Bridget F. Gallimore property described in Deed Book 2501, Page 305, Randolph County Registry and shown in Plat Book 131, Page 80, Randolph County Registry to the point and place of BEGINNING, and containing a total of 0.679 of an acre (29,593 square feet of land), more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Annexation Survey For: Crystal P. McClelland Coldiron (and) Charles Coldiron."

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book _____, Page _____, Randolph County Registry.

Section 2. Upon and after February 10, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after February 10, 2022.

**[The remainder of this page was intentionally left blank.
The signature blocks and attestation are on the next page.]**

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on February 10, 2022.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Approved as to form:

Jeffrey C. Sugg, City Attorney

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: **36237.23.19.1**

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 **MAY 30, 2023** 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.

W I T N E S S E T H

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 **NOVEMBER 30, 2021** to the Department for Non-Primary Entitlement funds for the **ASHEBORO REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$76,366** not to exceed **90 percent** of the federal share of the final, eligible project costs of **\$84,852** 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:

CORPORATE HANGAR (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: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

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.

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).



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code,

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times 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. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to 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 takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Multi-year Grants/ Phased Projects	<u>MULTI-YEAR GRANTS - LETTER OF AGREEMENT:</u> The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in 49 USC§ 47108(b). Under 49 USC§ 47108, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY-[Enter Fiscal Year] pursuant to 49 USC§ 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation. It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law. The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY [Enter Fiscal Year] The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.
Airport	ARFF and SRE: Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
Airport	Equipment Replacement such as ARFF and SRE	[Choose the situation below that applies] <u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that it will use the proceeds from the trade-in or sale of equipment being replaced by this project to reduce the total project costs.

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
		<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that it will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs. <u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor and the FAA agree that the Fair Market Value of equipment being replaced by this project is less than \$5,000, and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs
Airport	ARFF Equipment-Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE</u> : The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of grant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of grant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment. The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
Airport	ALP & AIP Funded Construction	<u>AIRPORT LAYOUT PLAN:</u> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Lighting – Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental	ENVIRONMENTAL: The environmental approval for this project was issued on [Enter Approval Date] This project includes the following mitigation measures: [Enter Mitigation Measures] The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
		manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this grant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment – Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surf aces and directly related activities.
Airport	NAVAIDS – ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical surveys.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land – Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition –	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
	Future Land	airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this grant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
Airport – Medium or Large Hub Only	New runway, new airport, or major extension - Coordination	<u>COORDINATION:</u> The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
Airport	NAVAIDS – Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence

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Sponsor Type ¹	Type of Project	Special Conditions
		satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.
Airport	Pavement	PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be

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Sponsor Type ¹	Type of Project	Special Conditions
		extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive- by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. 5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$250,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$2501000:</u> The Sponsor agrees to: a) Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum: (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
		(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement. d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport – No primary	State Highway Specifications – Pavement	STATE HIGHWAY SPECIFICATIONS: The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 USC§ 47114(d) (S) (A).
Airport	Pavement maintenance grant	MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement grant maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
Airport	RPZ Acquisition	PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
		prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport – Not a large or medium hub	Discretionary Funds in project	<u>SMALL AIRPORT FUND:</u> The source of this grant may include funding a large or project from the Small Airport Fund.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this grant: 1) will be maintained and used at the airport for which they were purchased; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on

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Sponsor Type ¹	Type of Project	Special Conditions
		individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE- USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value) percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise – Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Noise Program (AIP) grant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this grant within 90 days following the end of each Federal fiscal year the grant remains open. The report must provide the following information: 1) Total noise grant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.

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Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Plans and Specifications	<u>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</u> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specifications Certification	<u>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</u> Types Certification The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Grants Based on Estimates	<u>GRANTS ISSUED ON ESTIMATES:</u> The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the grant description. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
All Sponsor Types	Consultant Contract Cost Analysis	<u>CONSULTANT CONTRACT AND COST ANALYSIS:</u> The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
All Sponsor Types	Design-Only Grants	<u>DESIGN GRANT:</u> This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful

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Sponsor Type ¹	Type of Project	Special Conditions
		and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
All Sponsor Types	Force account	<u>FORCE ACCOUNT:</u> The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.
All Sponsor Types	Land Acquisition – Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this grant received while the grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the grant is closed, all net revenues produced from real property purchased in part with Federal funds in this grant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this grant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Grant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

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Sponsor Type ¹	Type of Project	Special Conditions
		1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that: 1) the Project Application includes the planning and/or construction of [Enter Non-Grant Work] that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of \$(Enter Total Project Amount), the total allowable cost for purposes of determining federal participation will not exceed \$(Enter Maximum Federal Amount); 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) within [Enter Number of Days] days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs; 6) the Sponsor understands that all non-AIP work is the sole

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Sponsor Type ¹	Type of Project	Special Conditions
		responsibility of the Sponsor; and 7) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$[Enter Maximum Federal Amount], which is the total allowable cost for purposes of determining federal participation in of this special condition.
All Sponsor Types	Planning Scope of Work	PRELIMINARY SCOPE OF WORK: This Grant is made and accepted Types upon the basis of a preliminary scope of work . The parties agree that within 30 days from the date of acceptance of this Grant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Grant Offer or in the project application is in respect to the final scope of work.
Airport – Non-primary	Fuel farms	FUELING SYSTEM - USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the grant assurances. The fueling system established under this grant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport – Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances.
Airport – Privately-Owned	All Projects – Obligated Land	PRIVATELY OWNED AIRPORTS: The Sponsor understands and agrees that the portion of airport dedicated for airport use as shown on the approved Exhibit "A" Airport Property Map dated [Enter MM/DD/YYYY] of Exhibit "A") must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA. The Sponsor further understands and agrees that the portion of the airport NOT dedicated to airport use, but financially contributing to the overall viability of the airport (as shown on Exhibit "A" Airport Property Map) must continue to support the operation of the airport for a period

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
		of [Enter Number of Years (Minimum 10 Years)] years from the date of this grant.
Airport	Land Acquisition	<u>LAND ACQUISITION:</u> The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

Special Conditions

Sponsor Type ¹	Type of Project	Special Conditions
State and/or local government	Noise Mitigation – Land use Compatibility	<u>COMPATIBLE LAND USE PLANNING AND PROJECTS:</u> The Sponsor agrees and understands that: 1) It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in Title 14, Code of Federal Regulations, Part 150, and those compatible land uses will be maintained; 2) It will provide, in the case of a planning grant, a land use plan that - (a) Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses; (b) Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under Title 49, United States Code § 47504(a)(2), that are within the authority of the Sponsor to implement; (c) Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the airport operator as a part of its own noise mitigation efforts; (e) Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and (f) Has been approved jointly by the airport owner or operator and the Sponsor. 3) It will make provision to implement, or has implemented, those elements of the plan ineligible for Federal financial assistance.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021 , .

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Micheal Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021 ,

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☒ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☒ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021 , .

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☒ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☒ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☒ Yes ☐ No ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 23 day of Dec. 2021 , .

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Asheboro

Airport: Asheboro Regional Airport

Project Number: 36237.23.19.1

Description of Work: Corporate Hangar (Design/Bid)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 23 day of Dec. 2021

Name of Sponsor: City of Asheboro

Name of Sponsor's Authorized Official: Michael Leonard

Title of Sponsor's Authorized Official: City Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

