



Edenton Town Council  
Special Meeting  
&  
Committee Meetings  
April 22<sup>nd</sup>, 2024  
6:00 p.m.

Council Chambers, 504 S. Broad Street

Remote Video Access Available via Zoom at:

<https://us02web.zoom.us/j/2524822155?pwd=TONFUEJOMXlnV3B2UFA1SOR0ajgzUT09>

Meeting ID: 252 482 2155

Password: 458434 Dial in Option: 301-715-8592 (Meeting ID & Password same as above)

**AGENDA**

**I. Public Hearing**

- A. Rezoning Application: Case No. RZ 24-01: A rezoning application from Sam and Nancy Rogers requesting to rezone property located at 102 Virginia Road, from CH, Commercial to R10, Residential (PIN 780515734097).
1. Presentation of Staff Reports
  2. Presentation from Applicant
  3. Public Hearing: please limit comments to 3 minutes
  4. Town Council Questions/Answers & Deliberation
  5. Town Council Consideration of Major SUP Application and Rezoning
    - a) *Will not endanger the public health or safety*
    - b) *Will not injure the value of adjoining or abutting property*
    - c) *Will be in harmony with the area in which it is located*
    - d) *Will be in conformity with the Land Use Plan, thoroughfare plan, or other plan officially adopted by the Town Council*

**II. Special Meeting**

- A. Special Presentation – Edenton Chowan Arts Council Annual Update – Meredith Timberlake
- B. Contractor Award Summary – Community Development Block Grant (CBDG) – Dewayne Whealton
- C. Resolution – Project WIF-1944 Funding Increase – Corey Gooden
- D. Budget Amendment – Project WIF-1944 Well Rehab & Ground Storage Tank Funding Increase – Corey Gooden
- E. Work Authorization – Project No. 2402-2401 Airfield Lighting Vault – Corey Gooden
- F. Budget Amendment – Project No. 2402-2401 Airfield Lighting Vault – Corey Gooden
- G. Resolution – The America 250 & Edenton Tea Party 250<sup>th</sup> Anniversary Celebration – Corey Gooden

**III. Committee Meetings**

A. Finance Committee

1. 2024 National Mainstreet Conference Travel Request

B. Public Works Committee

1. Wharf Landing Underpass Traffic Signage
2. Colonial Park Marina Pump-out Station Fee Reduction

**III. Closed Session**

Per NCGS 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.



<b>FOR PLANNING DEPARTMENT USE ONLY:</b>	
Rezoning Request No.:	_____
Date Application Received:	_____
Fee Paid:	\$300.00
Date of Planning Board Meeting to consider request:	_____

## REZONING APPLICATION

Town of Edenton, North Carolina

### OWNERSHIP INFORMATION:

Applicant: Samuel D. Rogers Phone No.: [REDACTED]

Email Address: [REDACTED]

Applicant's Address: 102 Virginia Rd / 12 Mt Rock Rd  
Edenton, NC 27932 / Newville, Pa 17241

Property Owner: Sam Rogers / Nancy Rogers Phone No.: [REDACTED]

Email Address: [REDACTED]

Owner's Address: 102 Virginia Rd  
Edenton, NC 27932

Tax Parcel No.: 7B0515734097

### ZONING REQUEST:

Existing Zoning: Commercial Requested Zoning: Residential

If the requested zoning is to a Conditional Use District, explain in detail (if known) the proposed uses.

\_\_\_\_\_

### PROPERTY INFORMATION:

Size (sq. ft. or acres): 75.71 x 237.95 Street Frontage: \_\_\_\_\_  
x 341.71

Location of Property: 102 Virginia Rd Edenton, NC 27932

Is the property located in the Historic District? \_\_\_\_\_  No

Current Land Use of Property: vacant property

\_\_\_\_\_

Current Land Uses on abutting properties: residential properties

Statement of the Nature of the Proposed Use: Single Family Residence

Legal Description (Metes & Bounds Description and survey or map):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICANT: [Redacted]  
Nancy L. Rogers

1/31/2024  
Date

State of North Carolina  
Chowan County  
 I, Jennifer Cartwright Notary Public for Chowan County, North Carolina, do hereby certify that Samuel & Nancy Rogers personally appeared before me this day and acknowledged the due execution of the foregoing instrument..  
 Witness my hand and official seal, the 31 day of January 2024  
 (Official Seal) [Redacted]  
 My Commission Expires: 10/10, 2025



**ADJOINING PROPERTY OWNERS  
(WITHIN 100 FEET OF PROPOSED USE)**

NAME	CURRENT MAILING ADDRESS	TAX PIN #
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>Instructions for filing a Rezoning Application</b>		

1. A petitioner for a zoning change must complete this application in full. This application will not be processed unless all information requested is provided.

2. The completed application shall be accompanied by the \$300.00 filing fee, plus \$1.00 per notified property owner and any additional information as needed by the Planning Director, Building Inspector, and Town Officials.
3. The applicant, or his duly authorized agent, shall submit to the Planning & Inspections Office, the required number of copies of the petition with a list of all adjoining property owners within 100 feet of the proposed special use, with the current mailing address of each adjacent property owner and one (1) set stamped addressed envelopes of all those to whom notice of public hearing must be sent (adjacent property owners within 100 feet).
4. Completed applications must be filed with the Planning & Inspections Office located at 300 South Broad Street no later than 5:00 p.m. thirty (30) days prior to the Planning Board meeting. The Planning Board meets on the 1<sup>st</sup> Monday of the month on an as needed basis.
5. An accurate map drawn to scale indicating the location of the property in relation to existing roads, and abutting properties shall be submitted with this application. The map shall clearly indicate the location of existing structures or land uses on the property in relation to all property lines.
6. The application must be signed by the applicant and/or owner, or by authorized agent of the property in question.
7. Public meetings are held on the 1<sup>st</sup> Monday of the Month at 6:00 p.m. in the Town Council Meeting Room located at 500 South Broad Street. The Planning Board shall make a recommendation to the Town Council on all rezonings. The Town Council meets on the 2<sup>nd</sup> Tuesday of the Month at 6:00 p.m. in the Town Council Meeting Room and is the approving authority for all rezonings.

**Any application submitted by someone other than the property owner must be accompanied by a notarized statement indicating that the property owner is aware of the proposed rezoning.**

**FOR ADDITIONAL INFORMATION  
CALL THE PLANNING & INSPECTIONS OFFICE  
(252) 482-2155**

<u>Properties</u>	<u>Owners</u>	<u>Owner Address</u>
106 Virginia Road	Michael Scalpi	103 E. Albemarle St.
152 Virginia Road	Hattie Byrum	123 Pembroke Circle
98 Morris Circle	Daniel Hackney	Same
807 Badham Road	Dane & Travis Ellis	129 Parrish Road
802 Badham Road	Dominguez	Same
801 N. Broad Street	Five Star Investments, LLC	2995 N. 400 West Rexburg, ID 83440
717 N. Broad Street	Edenton Development Company	Deerfield, IL 60015
111 Virginia Road	Kombos Group, LLC	20 Garden Place Jericho, NY 11753



**EDENTON PLANNING & COMMUNITY DEVELOPMENT**  
**P.O. Box 300, Edenton, NC 27932**  
**400 South Broad Street, Edenton, NC 27932**  
**PHONE 252-482-2155 FAX 252-482-7377**

April 8, 2024

Dear Property Owner:

You are hereby advised that the Edenton Town Council will hold a public hearing on **Monday, April 22, 2024 at 6:00 p.m. in Town Council Chambers located at 504 South Broad Street.**

The purpose of the meeting is to consider the following applications.

- 1. Case No. RZ 24-01: A rezoning application from Sam and Nancy Rogers requesting to rezone property located at 102 Virginia Road, from CH, Commercial to R10, Residential (PIN 780515734097).**

You are receiving this letter because one of the applications listed above is concerning property adjacent to or within one hundred feet of property owned by you.

The applications and maps are available for review at the Edenton Planning Office located at 400 South Broad Street. If you have any questions regarding this matter, please call me at (252) 482-2155 or e-mail me at [dewayne.whealton@edenton.nc.gov](mailto:dewayne.whealton@edenton.nc.gov).

Sincerely,



Dewayne Whealton  
Assistant Town Manager/Planner  
Town of Edenton



**TOWN OF EDENTON  
PLANNING DEPARTMENT  
P.O. Box 300, Edenton, NC 27932  
400 S. Broad Street, Edenton, NC 27932  
PHONE 252-482-2155**

**CERTIFICATION OF NOTICE TO PROPERTY OWNERS**

I, Dewayne Whealon, Town Planner, do hereby certify to the Town Council of the Town of Edenton, that in accordance with the provisions of G.S. 160D-406, the owners of properties involved in the zoning classification action described below were mailed by first class mail, notice of the proposed classification(s).

**- Case No. RZ 24-01: A rezoning application from Sam and Nancy Rogers requesting to rezone property located at 102 Virginia Road, from CH, Commercial to R10, Residential (PIN 780515734097).**

Town Planner:

Witness:



April 8, 2024



**TOWN OF EDENTON**  
**PLANNING DEPARTMENT**  
P.O. Box 300, Edenton, NC 27932  
400 S. Broad Street, Edenton, NC 27932  
PHONE 252-482-5618 FAX 252-482-5697

### **LEGAL NOTICE**

The Edenton Town Council will hold a public hearing on Monday, April 22, 2024 at 6:00 p.m. in the Town Council Chambers to review and consider the following:

- **Case No. TA 23-01: Case No. RZ 24-01: A rezoning application from Sam and Nancy Rogers requesting to rezone property located at 102 Virginia Road, from CH, Commercial to R10, Residential (PIN 780515734097).**

The material is available for review at the Edenton Planning Office located at 400 South Broad Street.

Dewayne Whealton  
Assistant Town Manager  
Town of Edenton

#### THE CHOWAN HERALD

April 13, 2024

April 20, 2024

Please bill to:  
Town of Edenton Account # 100354



## EDENTON PLANNING & COMMUNITY DEVELOPMENT

P.O. Box 300, Edenton, NC 27932  
400 South Broad Street, Edenton, NC 27932  
PHONE 252-482-2155

Edenton Planning Board  
April 1, 2024  
6:00 PM  
Town Council Chambers

Meeting was called to order.

Mr. Whealton called roll.

Mr. Toppin, Mr. Partin, Mr. Naylor, and Mr. Willis were present.

Minutes from the previous meeting were approved.

Agenda was approved.

Mr. Partin called for new business.

Case No. TA 23-01: Case No. RZ 24-01: A rezoning application from Sam and Nancy Rogers requesting to rezone property located at 102 Virginia Road, from CH, Commercial to R10, Residential (PIN 780515734097).

Mr. Whealton gave the staff report.

Mr. Partin asks if there are any questions for the applicant.

Mr. and Mrs. Sam and Nancy Rogers are present to answer questions.

Mr. Naylor asks about Badham Road and GIS imagery.

Mr. Whealton explained that the GIS imagery has not updated since 2020.

Ms. Rogers states that they plan to install a new driveway more north on Badham Road.

Mr. Naylor asks about adjoining property owner notifications.

Mr. Whealton stated that he received feedback from one adjoining property owner and it was positive.

Mr. Naylor asks about downzoning the property from commercial to residential.

Mr. Rogers state that they are in working in the best interest of the town.

Mr. Partin asks for a motion to send the rezoning to town council.

Mr. Toppin makes the motion.

Mr. Naylor seconds.

Motion passes 4-0.

Mr. Partin asks for additional business.

Mr. Toppin asks about the old Chowan Veneer site and a grocery store.

Mr. Whealton gives an update.

Councilman Miller states that the ABC store is moving the old funeral home.

Mr. Partin asks for any other items.

Hearing none, meeting was adjourned.

## STAFF REPORT

**To:** Edenton Town Council  
**Date:** March 27, 2023  
**Case:** RZ 23-01  
**Prepared By:** Dewayne Whealton, Assistant Town Manager

### **GENERAL INFORMATION**

**Applicant:** Richard Horn  
195 Caroon Road  
Poplar Branch, NC 27965  
[REDACTED]

**Property Owner:** Same as Applicant

**Requested Action:** Rezoning from R-20, Residential to IW, Industrial

**Tax PIN:** 781600503116

**Location:** 125 Davenport Lane

**Size:** 2.14 Acres

**Zoning:** R-20, Residential

**Existing Land Use:** Self Storage Units

#### **Surrounding Land Use & Zoning:**

**North-** Highway 17

**South-** Office/Industrial Space, R-20

**East-** Undeveloped/Farmland, R-20

**West-** Undeveloped/Farmland, R-20

#### **Existing Zoning & Land Use Classification:**

*R-20, Residential*

- The R-20 District is established as a district in which to allow primarily single-family, two-family and multi-family residences at a low density of approximately 2.1 dwelling units per acre.
- The minimum lot size is 20,000 square feet.
- The minimum lot width is 100 feet.
- No maximum lot coverage and building heights are limited to 35 feet.

*Existing Land Use, Low Density Residential*

- The Low-Density Residential classification delineates lands where the predominant land

use is low density single-family detached dwellings, along with supporting public and institutional land uses.

**Proposed Zoning & Land Use Classification:**

*IW, Industrial*

- Encourage light manufacturing and intensive commercial uses as well as accessory land uses incidental to and in support of manufacturing uses
- Exclude heavy industry, major retail, and residences as acceptable land uses
- Preserve locations that are best suited for industrial development.

*Proposed Land Use, Industrial*

- The IW district does not have a minimum lot size standard, therefore density will vary. Generally, the intensity of industrial development is expected to average one industrial use per three acres. Lot coverage is restricted to 60 percent and building heights are limited to 50 feet.

**Future Land Use Map Classification: Plans, Goals, and Objectives**

The 2018 Edenton-Chowan Land Use Plan, Future Land Use Map classifies this area as “Low Density Residential” The Land Use Plan defines these areas as follows:

- A little over half (51 percent) of the Town’s planning jurisdiction is classified as Low Density Residential in areas primarily to the north and east of downtown.
- Generally speaking, lands proximate to the US 17 alignment on the eastern and western ends of Town are appropriate for the highest residential densities, and areas around the periphery of the Town’s planning jurisdiction boundary are appropriate for the lowest densities.
- Some Low-Density Residential areas that are located on the immediate fringe of the intensively-developed Town core may evolve into medium density (three to seven dwellings per acre) or high density (eight to 12 dwellings per acre) areas over time, particularly where public utilities and other infrastructure will be available to support increases in residential density.

**Zoning History:** None on record.

**Applicable Regulations:** Unified Development Ordinance: Article XX, Amendments; Article IX, Zoning Districts and Zoning Map; Article XII, Density and Dimensional Regulations

**SPECIAL INFORMATION**

**Public Utilities:** Property within the ETJ, municipal water and sewer services are NOT available.

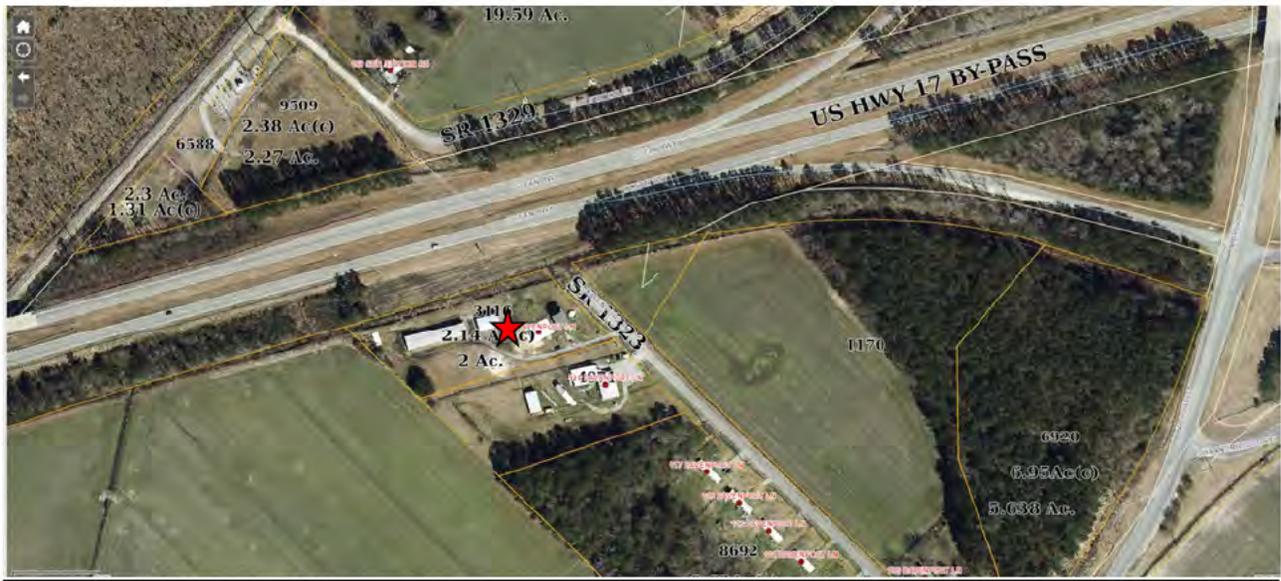
**Public Services:** The property is located within the town ETJ, protection services provided by Chowan County Sheriff’s Office.

**Transportation:** The subject property has approximately 230 feet of frontage on Davenport Lane.

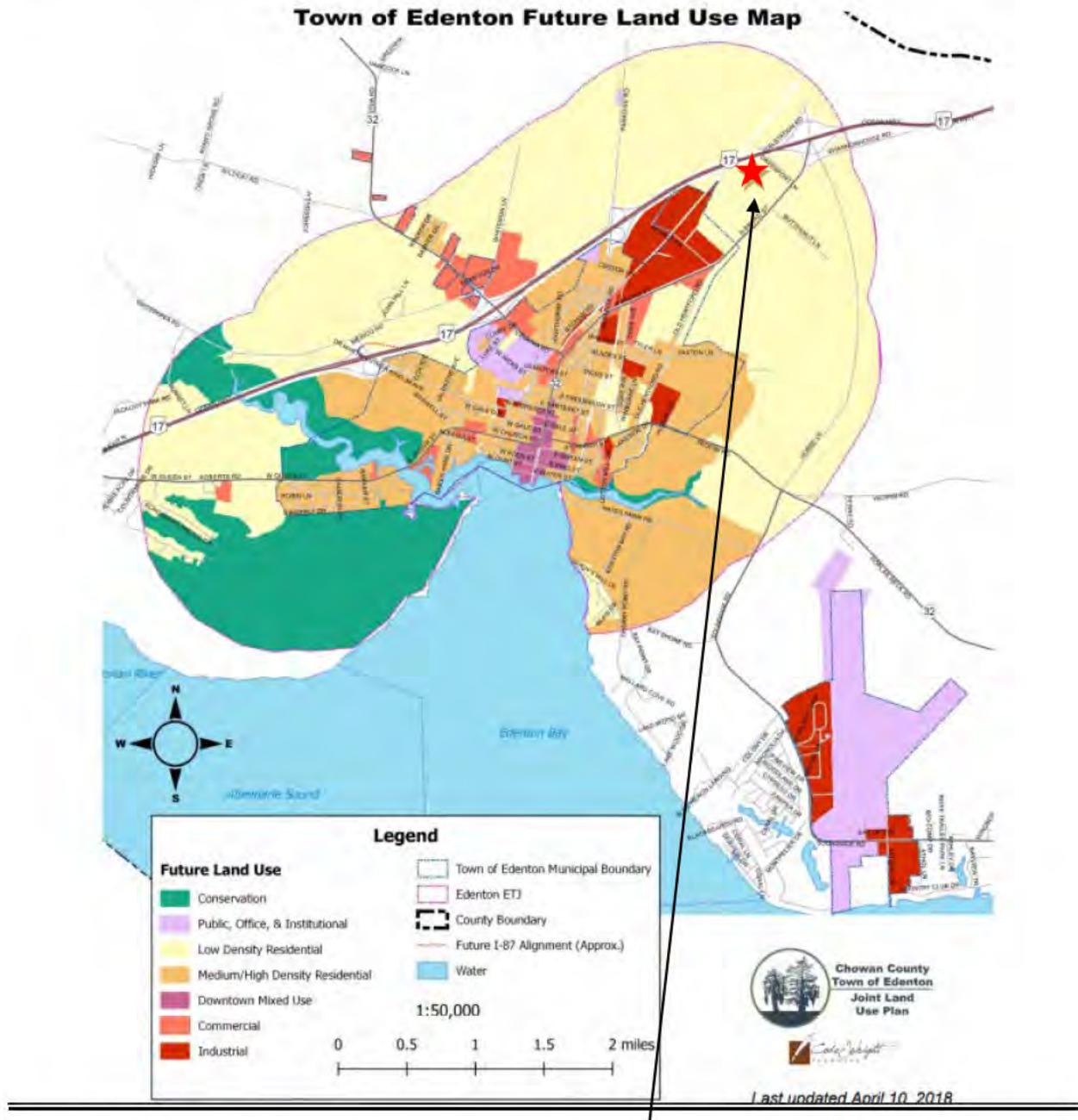
**Physical Characteristics:** Existing Self Storage Units with Caretaker Dwelling.



## Current Aerial Map



# Future Land Use Map



The Future Land Use Map designates the parcel at 125 Davenport Lane as Low Density Residential.

## RECOMMENDATION

Staff has determined that the application from Richard Horn for a Zoning Map Amendment (Rezoning) is complete, and that it is compatible with the 2018 Edenton-Chowan Land Use Plan, in that the rezoning would result in no in-consistency with the existing and future land use

classifications of “Industrial” for the subject property; and that it meets the requirements of the Town of Edenton Unified Development Ordinance, detailed in Article XX, *Amendments*.

The Town of Edenton Planning Board reviewed the application at their March 6, 2023 meeting, and unanimously recommended approval.

\*SOME NOTES on PROCEDURE from Article XX, Amendments, Section 20.4:

### **Section 20.5 Town Council Statement.**

(a) Plan Consistency. When adopting or rejecting any zoning text or map amendment, the Town Council shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the Town Council that at the time of action on the amendment the Board was aware of and considered the Planning Board’s recommendations and any relevant portions of an adopted comprehensive plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land use map in the approved plan, and no additional application or fee for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency amendment is not subject to judicial review. If a zoning map amendment qualifies as a “large scale rezoning” under Section 20.2(b), the Town Council statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.

(b) Additional Reasonableness Statement for Rezoning. When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the Town Council. This statement of reasonableness may consider, among other factors, *(i) the size, physical condition, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment, (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.* If a zoning map amendment qualifies as a “large-scale rezoning” under Section 20.2(b), the Town Council statement on reasonableness may address the overall rezoning.

(c) Single Statement Permissible. ***The statement of reasonableness and the plan consistency statement required by this section may be approved as a single statement.***

The Chowan Arts Council was founded in 1976 in Edenton, NC. We are a non-profit, member-supported organization that provides a forum for artists through gallery space, exhibits, and cultural events.

### **MISSION STATEMENT**

Our mission is to enrich our community by promoting the cultural value of the arts, celebrating artistic diversity and fostering all forms of creative expression, and making the arts accessible to all.

#### Achievements and goals:

- Maintained monthly events that are free and open to the public (featured artists, live music, food and bev)/ record attendances
- Increased community partnerships/ visibility/ programming/diversification by telling our story (local businesses, schools, Boys and Girls Club, retirement facilities, etc.)
  - o Communities in Motion (B&G and Prime Time Retirement)
  - o Brie Phipps/ OR nurse/performance artist (DF Walker)
  - o Phillip Shabazz (poetry artist)
  - o COA Culinary
  - o Increased volunteer support
- Increased participation in community events/ create awareness of what we do and why we do it
  - o Sounds of Summer
  - o SWF Block party
  - o Public art projects/ Matt Lively
- First large fundraiser in 4 years (success!!)
- Enhanced board engagement
- Engaged with other local nonprofits/ executive directors to collaborate on projects (i.e. Ches Chesson, Erienne Mizell (I am on the board of TDA), Robert Leath, Elizabeth Mitchell, etc.)
- Involved in the 250<sup>th</sup> celebration

Goal is to increase our level of making the arts accessible to all through continued education of the arts and it's importance in the community. Awareness is the best knowledge!

**Insight Planning Development, LLC  
Award Summary Sheet**

Project: <u>Edenton CDBG-Neighborhood Revitalization</u>		Bid Opening Date <u>4/18/2024</u>			
Case File #	Occupant/Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments
1	Brooks - 504 Dr. MLK Jr. Ave., Edenton, NC	\$192,641.00	Paul Woolard Construction		Low Bidder
		\$201,160.00	Gilbert Everett Builders		
		\$186,200.00	B&B Construction	X	
		\$194,920.00	Two Sons Construction		
2	White - 511 North Broad Street, Edenton, NC	\$0.00	Paul Woolard Construction		Low Bidder
		\$112,116.00	Gilbert Everett Builders	X	
		\$144,550.00	B&B Construction		
		\$0.00	Two Sons Construction		
3	Rome - 811 Bond Street, Edenton, NC	\$190,226.00	Paul Woolard Construction	X	2nd Lowest Bidder (Other bidders have awards)
		\$197,160.00	Gilbert Everett Builders		
		\$188,600.00	B&B Construction		
		\$190,421.00	Two Sons Construction		
5	Vann - 706 Cabarrus Street, Edenton, NC	\$0.00	Paul Woolard Construction		Low Bidder
		\$124,428.00	Gilbert Everett Builders	X	
		\$130,800.00	B&B Construction		
		\$0.00	Two Sons Construction		



**RESOLUTION BY THE TOWN OF EDENTON FOR  
FUNIDNG INCREASE FOR PROJECT NO. WIF-1944**

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$1,999,950 for the construction of Well Rehabilitation and New Ground Storage Tank, and

**WHEREAS,** the Town of Edenton intends to construct said project in accordance with the approved plans and specifications,

**NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE  
(UNIT OF GOVERNMENT):**

That the Town of Edenton does hereby accept the State Revolving Loan offer of \$1,999,950.

That the Town of Edenton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That I, W. Hackney High Jr., Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town of Edenton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 22<sup>nd</sup> day of April, 2024 at Edenton, North Carolina.

---

Corey Gooden, Town Clerk

---

W. Hackney Hick Jr., Mayor

# TOWN OF EDENTON CAPITAL PROJECT BUDGET ORDINANCE

## Amendment # 3

Date: April 22, 2024

To: Town Council

From: Virginia Smith, *Finance Officer*

Fund: *Water Supply Well Rehab & Ground Storage Tank*  
 Fiscal Year: 2023-2024

Project: Water Supply Project  
 Original Ordinance Adopted Sept. 24, 2018  
 Amendment #1 May 24, 2021  
 Amendment #2 August 10, 2021

Account #	Account Description	Expense (Inc+/Dec-)	Revenue (Inc+/Dec-)
73-270-000	PROCEEDS: NCDEQ LOAN		\$ 1,999,950.00
73-275-000	TRANSFER FROM WATER/SEWER		\$ 36,387.00
73-170-000	ENGINEERING: DESIGN, PERMITTING, SURVEY	\$ 100,000.00	
73-175-000	CONSTRUCTION OBSERVATION & ADMINISTRATION	\$ 155,863.00	
73-180-000	CONSTRUCTION COSTS	\$ 1,736,187.00	
73-190-000	OTHER PROJECT EXPENSES	\$ 7,900.00	
73-195-000	CLOSING COSTS	\$ 36,387.00	
	Balanced	\$ 2,036,337.00	\$ 2,036,337.00
	Checkpoint	\$ -	

\*\*\*\*\*

Council Approval Date \_\_\_\_\_

Finance Officer \_\_\_\_\_

Entry # \_\_\_\_\_

Date \_\_\_\_\_



NORTH CAROLINA  
*Environmental Quality*

ROY COOPER

*Governor*

ELIZABETH S. BISER

*Secretary*

SHADIESKAF

*Director*

April 11, 2024

Mr. Corey Gooden, Town Manager  
Town of Edenton  
P.O. Box 300  
Edenton, North Carolina 27932

SUBJECT: Amended Funding offer – Funding Increase  
Project No. WIF-1944  
Well Rehabilitation & New Ground Water  
Storage Tank

Dear Mr. Gooden:

The Town of Edenton has been approved for a funding increase according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the following items to the Division, via email at [DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov):

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached)

Please note that due to an increase in the loan amount the closing fee has increased. Closing costs for the current loan is 2% of the total loan amount, which is **\$39,999**. Please use the attached invoice and remit payment within 30 days of the date of this letter.

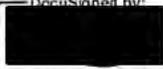
Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Renee Parkman at [renee.parkman@deq.nc.gov](mailto:renee.parkman@deq.nc.gov) or 704.235.2203.

Sincerely,

DocuSigned by:  
  
6300A872077B4C5

Shadi Eskaf, Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Loan Offer and Acceptance Document (two copies)  
Assurances & Conditions  
Resolution to Accept Funding Offer (suggested format)  
Increased Closing Fee Invoice

cc: Corey Gooden, Town of Edenton ([corey.gooden@edenton.nc.gov](mailto:corey.gooden@edenton.nc.gov))  
David Tuten, Stroud Engineering ([dtuten@stroudengineer.com](mailto:dtuten@stroudengineer.com))  
Mark Hubbard (Via DocuSign)  
Renee Parkman (Via DocuSign)  
DWI Administrative Unit (Via DocuSign)  
Carrie Short (Via DocuSign)  
Teresa Tripp (Via DocuSign)  
[DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov)  
FILE: SRF Project File (**COM\_LOX**)  
Agreement ID#: 2000039207



Date: April 11, 2024

**INVOICE**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

Payable to: NC/DEQ-DWI

Mail to: Attention: Business Office  
Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

Bill to: Mr. Corey Gooden, Town Manager  
Town of Edenton  
P.O. Box 300  
Edenton, North Carolina 27932

**Item: 2% Closing Fee for SRF Project No. WIF-1944**

Revised Loan Amount: \$ 1,999,950

Revised Closing Fee Amount: \$ 39,999

Previous Closing Fee Paid: \$ 36,387

---

**AMOUNT (BALANCE) DUE: \$ 3,612**

***\*\*PAYMENT IS DUE BEFORE PAY REQUEST SUBMITTAL FOR THE  
ADDITIONAL FUNDS\*\****

**FOR USE OF DIVISION OF WATER INFRASTRUCTURE**

Deposit to Fund \_\_\_\_\_ Amount Paid \_\_\_\_\_



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Town of Edenton  
P.O. Box 300  
Edenton, North Carolina 27932

**Project Number(s):** WIF-1944

**Assistance Listing Number:** 66.468

**Unique Entity ID Number:** ENMLW8QCGCA3

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input checked="" type="checkbox"/>	\$145,026	\$1,854,924	\$1,999,950
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Well Rehabilitation & New Ground Water Storage Tank

<b>Total Financial Assistance Offer:</b>	<b>\$1,999,950</b>
<b>Total Project Cost:</b>	\$1,999,950
<b>Estimated Closing Fee*:</b>	\$ 39,999
<i>For Loans</i>	
<b>Interest Rate:</b>	1.13% Per Annum
<b>Maximum Loan Term:</b>	20 Years

*\*Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by: 	4/11/2024
Signature	Date

On Behalf of:

Town of Edenton

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
-----------	------

**APPLICABLE STANDARD CONDITIONS\***

**Project Applicant: Town of Edenton**

**Project Numbers: WIF-1944**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

*\*Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cutter handbook.*

## **ASSURANCES**

**Project Applicant: Town of Edenton**

**Project Numbers: WIF-1944**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.



February 29, 2024

Ms. Robin Peele  
NCDOT Division of Aviation  
1560 Mail Service Center  
Raleigh, NC 27699-1560

RE: Northeastern Regional Airport – RFA for “Airfield Lighting Vault” Grant  
36237.15.18.3

Dear Ms. Peele,

We would like to formally submit our Request for Aid package for use of available Federal funding for the above-referenced project. We will be using \$73,920 of 2021 NPE Funds, totaling \$73,920 funding needed for this project.

We now seek to bring under grant the contents of the Talbert & Bright, Inc Work Authorization No.24-01 under project number 2402-2401. This work authorization has been previously approved by NCDOA.

There are no A101 Administrative Expenses in the current project budget.

We have made use of the AV-101 Checklist for RFA preparation, and the required documentation has been uploaded into Partner Connect. Please feel free to contact either myself or Maggie Camp at Talbert & Bright, Inc at 910-763-5350.

Thank you for your continued assistance and service to North Carolina Aviation.

Sincerely,

  
Corey Gooden  
Town Manager

**NORTHEASTERN REGIONAL AIRPORT (EDE)**  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**  
**Talbert & Bright, Inc.**

**January 11, 2024**  
**Revised February 19, 2024**

**Work Authorization No. 24-01**  
**Airfield Lighting Vault**  
**TBI Project No. 2402-2401**  
**WBS No. TBD**

**Funding Source: NPE**  
**EBS Project No. 4938**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. The Master Contract expiration date is September 23, 2024.

---

**Description of Work Authorized**

The Engineer shall provide professional services for Project Formulation, Grants Administration and Management, Environmental Documentation, Permitting, and Design and Bidding Phase Services for a new Airfield Lighting Vault to be constructed at Northeastern Regional Airport (EDE). Subconsultants will also be utilized for subsurface investigation and electrical design. The project and scope of professional services will generally be as described below, and in the attached Work Hour Estimate.

**Project Formulation**

The Project Formulation Services for this project include development of a work scope, work authorization, and Subconsultant work scopes and Contracts for work required. This phase also includes development of a Program Budget as required by NCDOA. All items will be coordinated with the Owner and NCDOA.

**Grant Administration and Management**

Grant Administration and Management Services will be provided including developing a new grant application in Partner Connect, preparing necessary grant application paperwork for signature by the Sponsor and scanning paperwork to upload to the online grant system, coordinating the online grant application with the Owner and NCDOT Division of Aviation, and providing grant administration assistance during the design phase to include preparation of reimbursement requests, quarterly reports, and final grant closeout documentation.

**Environmental Documentation**

For Environmental Documentation, an FAA Section 163 Review request will be submitted to NCDOA. It is anticipated that a Simple Written Record will be sufficient to satisfy NEPA Environmental Documentation requirements. If additional environmental documentation is required, it will be added as an amendment to this work authorization.

**Design, Bidding, and Permitting**

The Design phase will include preparation of bid documents for a new Airfield Lighting Vault. It is anticipated the lighting vault will be a precast building placed on a stone/base course. The building will have a single entry and all appurtenances to accommodate the airfield lighting equipment at Northeastern Regional Airport.

Design will be performed in accordance with the following FAA Advisory Circulars and other state/local/federal design standards:

- FAA AC 150/5300-13B      Airport Design
- FAA AC 150/5370-2F      Operational Safety on Airports During Construction
- FAA AC 150/5370-10F      Standards for Specifying Construction of Airports
- Other Advisory Circulars will be utilized as we determine applicable during the design phase of the project.

Subconsultant Design Phase Services shall be provided for the Vault Electrical Engineering.

Deliverables for design will include:

- 90% Submission (Plans, Specifications, Bid Forms)
- Final Bid Documents (Plans, Specifications, Bid Forms)
- Construction Safety and Phasing Plan (CSPP) and CSPP Checklist
- FAA Form 7460-1 Notice of Construction

Bidding Assistance Phase services will be performed for the project as part of this work authorization including coordinating the bid advertisement according to State laws, answering contractor's questions during the bid period, scheduling, attending and chairing the Pre-Bid meeting, attendance at the bid opening, preparation of a bid tabulation and recommendation of award. The bidding assistance phase includes providing guidance to the Airport in accordance with the North Carolina State bidding laws.

Services will also include preparing three FAA Form 7460-1 - one for the construction activities of the project, one for submission of the Construction Safety and Phasing Plan (CSPP) and checklist, and one for the permanent building location. Prior to construction commencing, FAA will need to approve the 7460 submission.

Due to the size of the project area, it is anticipated no permitting will be required for Stormwater or Sedimentation and Erosion Control

Subconsultant Services will be provided for the Subsurface Investigation. Topographic survey completed for the Parallel Taxiway project included a majority of the area where the new vault is anticipated to be placed and will be utilized for this design. In the event additional topographic survey is needed, it will be added as an amendment to this work authorization.

**Time Schedule (Calendar Days):**

- Survey and Subsurface work will be performed within 40 days from Notice to Proceed.
- 90% Airfield Lighting Vault Plans and Specifications to Owner and NCDOA for Review: 60 days from Receipt of the Subsurface Field Work.
- Final Airfield Lighting Vault Plans and Specifications to Owner, ready for bidding: 30 days from Receipt of 90% Comments from NCDOA and Owner.

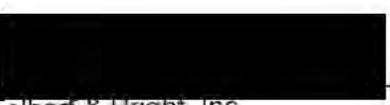
**Cost of Services:** The method of payment for Project Formulation, Grant Administration and Management, and Design, Bidding, and Permitting Services included in this work authorization shall be lump sum in accordance with Section IV of the Contract. The method of payment for Subconsultant Services for Electrical Engineering shall be lump sum, plus a markup. The method of payment for Subconsultant Services for Geotechnical Investigation shall be actual cost of services, plus a markup. Costs for Geotechnical Investigation shall not be exceeded with prior approval from the Owner.

<u>Cost Summary</u>	
Project Formulation (lump sum)	\$3,840.00
Grant Administration and Management (lump sum)	\$6,440.00
Design, Bidding, and Permitting (lump sum)	\$45,470.00
Subconsultant Subsurface Investigation – GeoTechnologies (budget)	\$3,000.00
Subconsultant Electrical Engineering – Cheatham & Associates (lump sum)	\$13,520.00
<u>Subconsultant Services Markup</u>	<u>\$1,650.00</u>
<b>Total</b>	<b>\$73,920.00</b>

Agreed as to scope of services, time schedule and budget:

Approved:

  
For Town of Edenton  
Date: 2/21/2024

  
For Talbert & Bright, Inc.  
Date: 2/19/2024

  
Witness

  
Witness

This instrument has been preaudited in the manner  
required by the Local Government Budget and





	Description	PM	PMA3
<b>Grant Administration and Management</b>			
1	EBS/Partner Connect (Project Request) Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Source. Provide Input for MS Project Schedule Specific to Obtaining Grant. Approvals on Forms and Letter. Communicate and Coordinate with sponsor, NCDOA-APM, NCDDA-GA.	1	3
2	Prepare Request for Aid Requirements per AV-101 Checklist to Include All AV Forms, Sketch of Project Area, Budget, Project Schedule, Cash Flow Estimate, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOA-APM, NCDDA-GA for PC (RFA) Readiness. Create File to Track Approval Progress of Request for Aid.	1	8
3	Finalize Budget and Sponsor information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/ Sponsor for PIN Approval of Application	1	6
4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS Phases.	1	6
5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-103 Checklist, Updates to Grant Budget, Secure Subconsultant Invoices, and Coordinate Quarterly Status Reports, Assist NCDOA-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.	2	8
6	Grant Closeout Coordination with Owner and NCDOT - DOA	2	8
<b>Work Hour Total</b>		<b>8</b>	<b>39</b>

**Labor Expenses**

Classification	Rate	Estimated Manhours	Estimated Cost
Project Manager	\$ 65.00	8	\$520.00
Project Manager Assistant III	\$ 38.00	39	\$1,482.00
<b>Subtotal - Labor Expenses (without Multiplier)</b>		<b>47</b>	<b>\$2,002.00</b>
State Audited Overhead Rates	Overhead Rate:	187.01%	+
	Overhead Subtotal:		\$5,745.94
	Profit:	11.00%	+
	Capital Costs:	0.26%	+
<b>Subtotal - Labor Expenses</b>			<b>\$6,392.93</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Postage/Shipping	LS	\$ 50.00	1	\$50.00
<b>Subtotal - Direct Expenses</b>				<b>\$50.00</b>

**Total - Grant Administration and Management**

Lump Sum \$6,442.93  
 Use **\$6,440.00**

Work Hour Estimate  
 Airfield Lighting Vault  
 Northeastern Regional Airport  
 January 2024 (Revised February 2024)  
 TBI No. 2402-2401

Description		Prin	PM	E3	PMA3
<b>Design Services</b>					
1	Complete Detailed Site Visit and Field Review. Document Field Conditions.	0	2	9	0
	Prepare an FAA Section 163 Review Request Package and				
2	Submit/Coordinate with NCDOA	0	1	4	1
3	Prepare CATEX Simple Written Record.	0	1	5	1
4	Review Record Information and Data.	0	3	8	2
5	Coordinate Subsurface Investigation. Review Report, Laboratory Data and Recommendations.	0	3	5	0
6	Coordinate Airfield Operational Requirements, Project Scheduling, Construction Sequence, and Project Phasing, etc., with Owner and NCDOA	1	4	6	2
7	Plan Preparation				
	* Cover Sheet	0	0	2	0
	* Project Safety Plan	0	2	6	0
	* Project Phasing Plan and Notes	0	2	6	0
	* Civil Site Plan	0	5	10	0
	* Existing Conditions and Removal Plan	0	2	8	0
	* Miscellaneous Details	0	2	4	0
	* Vault Building Plan, Elevations, Details (by Electrical Engineer)	0	0.5	0	0
	* Vault Notes, Legends, Schedules (by Electrical Engineer)	0	0.5	0	0
	* Electrical Site Plan (by Electrical Engineer)	0	0.5	1	0
	* Electrical Details (Sheet 1 of 2) (by Electrical Engineer)	0	0.5	0	0
	* Electrical Details (Sheet 2 of 2) (by Electrical Engineer)	0	0.5	0	0
	* Airfield Lighting Control Details (by Electrical Engineer)	0	0.5	0	0
8	Prepare Project Specifications to include the Advertisement for Bids, General Conditions, Supplemental General Conditions, Special Provisions, Technical Specifications, Proposal Requirements and Conditions, Bid Forms, MBE/WBE Program Requirements, Other Federal/State Requirements.	2	10	16	10
9	Review Electrical Technical Specifications and Incorporate into the Project Specifications Package	0	3	4	4
10	Prepare 90% Review Package and Submit to NCDOA and Sponsor	0	2	4	1
11	Review and Respond to NCDOA and Sponsor 90% Package	0	2	4	2
12	Develop Project Pay Item List, Calculate Quantities, Coordinate Electrical Items with Electrical Engineer, and Prepare Schedule of Quantities	0	6	10	4

Work Hour Estimate  
 Airfield Lighting Vault  
 Northeastern Regional Airport  
 January 2024 (Revised February 2024)  
 TBI No. 2402-2401

13	Prepare Engineer's Opinion of Probable Cost	1	2	4	1
14	Prepare Engineer's Report (Design Phase)	0	2	6	1
15	Prepare and Submit Safety Plan Checklist, Construction Safety and Phasing Plan to NCDOA. Submit FAA Form 7460-Notice of Construction to FAA for CSPP	0	4	8	0
16	Prepare and Submit FAA Form 7460-Notice of Construction to FAA for Project Construction and Permanent Building on Airfield	0	2	4	1
17	Engineering Project Management and Quality Assurance Review	2	10	8	0
18	Coordinate with NCDOA to Obtain DBE Project Goals	0	0	2	0
19	Coordinate Advertisement for Bids and Distribute Bid Documents for the Project	Not included in this Work Authorization			
20	Schedule, Prepare for, Attend, Chair Pre-Bid Meeting. Prepare Meeting Agenda and Minutes. Issue Addendum with Meeting Minutes.				
21	Coordination with Bidders, Respond to Bidder Inquiries, and Issue Additional Addenda				
22	Prepare for, Attend and Chair One Bid Opening at the Airport.				
23	Tabulate Bids, Review /DBE Participation, Review Qualification Status and Recommend Award				
24	Prepare Closeout Package to NCDOA	6	73	144	30
<b>Work Hour Total</b>		<b>6</b>	<b>73</b>	<b>144</b>	<b>30</b>

**Labor Expenses**

Classification	Rate	Estimated Manhours	Estimated Cost
Principal	\$ 91.00	6	\$546.00
Project Manager	\$ 65.00	73	\$4,745.00
Engineer III	\$ 52.00	144	\$7,488.00
Project Manager Assistant III	\$ 38.00	30	\$1,140.00
<b>Subtotal - Labor Expenses (without Multiplier)</b>		<b>253</b>	<b>\$13,919.00</b>
State Audited Overhead Rates	Overhead Rate: 187.01%		+
	Overhead Subtotal:		\$26,029.92
	Profit:	11.00%	+
	Capital Costs:	0.26%	+
<b>Subtotal - Labor Expenses</b>			<b>\$44,447.17</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel to EDE (365 mi. @ 0.67/mi.)	Trips	\$244.55	3	\$733.65
Printing (project correspondence, reports, etc.)	Copies	\$0.08	500	\$40.00
Spec Reproduction for Review (400 pgs x 5 copies)	Copies	\$0.08	2,000	\$160.00
Plan Reproduction for Review and Bidding (8 Plan Sets x 12 Sheets)	Copies	\$0.96	96	\$92.16
<b>Subtotal - Direct Expenses</b>				<b>\$1,025.81</b>

Total - Design Services

Lump Sum \$45,472.98  
 Use **\$45,470.00**

Work Hour Estimate  
Airfield Lighting Vault  
Northeastern Regional Airport  
January 2024 (Revised February 2024)  
TBI No. 2402-2401

---

**Subconsultant Services - Geotechnical Investigation**

Geotechnical Investigation (GeoTechnologies, Inc.)	\$3,000.00
<b>Total - Geotechnical Investigation</b>	<b>\$3,000.00</b>

**Subconsultant Services - Electrical Engineering**

Electrical Engineering (Cheatham & Associates)	\$13,520.00
<b>Total - Electrical Engineering</b>	<b>\$13,520.00</b>

<b>Fixed Fee - Subconsultant Services</b>	<b>\$1,650.00</b>
---	-------------------



Cheatham and Associates, P.A.  
Consulting Engineers

January 11, 2024

Stephen Bright, PE  
Talbert & Bright  
4810 Shelley Drive  
Wilmington, NC 28405

RE: Northeast Regional Airport New Airfield Lighting Vault  
Edenton, North Carolina  
Electrical Engineering Fee Proposal – Design and Bid Phase Services

Dear Stephen,

Our understanding of the project criteria, tasks, and fee proposed follows.

Project Criteria:

- A new precast concrete building is to be installed and configured as the airfield lighting vault.
- Existing airfield lighting equipment will be assessed for relocation to the new vault or for replacement.

Information to be provided to Cheatham & Associates:

- Owner criteria for the project.
- Autocad files of the site plan with new vault location.

Tasks:

- Ongoing coordination with Talbert & Bright's design team.
- Electrical systems design for the new airfield lighting vault.
- Preparation of electrical drawings & specifications for airfield lighting vault construction.
- Response to bidder questions and preparation of applicable addenda materials for the hangars.

Proposed Fee Breakdown:

- Prepare Electrical Drawings & Specifications \$ 12,570.00 lump sum
- Bid Assistance \$ 950.00 lump sum

3412 Enterprise Drive | Wilmington, North Carolina 28405  
office@cheatham.com | (910) 452-4210 | Fax (910) 452-4211

Total - \$ 13,520.00 lump sum

Additional services can be provided for a negotiated lump sum fee.

The Standard of Care for all professional services performed or furnished by Cheatham and Associates, P.A. (Consultant) under this Proposal will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise in connection with Consultant's services.

Thank you for this opportunity. If you have any questions or require any discussion, contact me at your convenience.

Sincerely,

A black rectangular redaction box covering the signature of Mark A. Ciarrocca.

Mark A. Ciarrocca, P.E.

**GRANT AGREEMENT**

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

**AIRPORT:** **NORTHEASTERN  
REGIONAL**

**PROJECT NO:** **36237.15.18.3**

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

This agreement shall be effective on \_\_\_\_\_ and shall terminate on **JUNE 1, 2025**, with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

**WITNESSETH**

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

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

WHEREAS, the Sponsor has made a formal application dated **MARCH 4, 2024**, to the Department for Non-Primary Entitlement and ARPA Match funds for the **NORTHEASTERN REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$73,920** not to exceed **100 percent** of the federal share of the final, eligible project costs of **\$73,920** has been approved subject to the conditions and limitations herein; and

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

**AIRFIELD LIGHTING VAULT DESIGN**

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).



**FAA  
Airports**

## **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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 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, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **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. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

---

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **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.

### **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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.**

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

## **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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**[Selection Criteria: Sponsor Name]**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment 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, 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 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment 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.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

**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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

**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 49 U.S.C. § 47102) 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.

# TOWN OF EDENTON CAPITAL PROJECT BUDGET ORDINANCE

Date: April 22, 2024  
 To: Town Council  
 From: Virginia Smith, *Finance Officer*  
 Fund: *AIRPORT: SMALL CAPITAL PROJECT FUND*  
 Fiscal Year: *2023-2024*  
 Project: Airfield Lighting Vault Grant # 36237.15.18.3

Account #	Account Description	Expense (Inc+/Dec-)	Revenue (Inc+/Dec-)
-----------	---------------------	------------------------	------------------------

37-305-000	Proceeds: NC Division of Aviation Grant		\$ 73,920.00
37-405-000	Project Formulation	\$ 3,840.00	
37-405-001	Grant Administration & Management	\$ 6,440.00	
37-405-002	Design, Bidding & Permitting	\$ 45,470.00	
37-405-003	Subconsultants & Markup	\$ 18,170.00	
	Balanced	\$ 73,920.00	\$ 73,920.00
	Checkpoint	\$ -	

\*\*\*\*\*

Council Approval Date \_\_\_\_\_  
 Finance Officer \_\_\_\_\_  
 Entry # \_\_\_\_\_  
 Date \_\_\_\_\_



## RESOLUTION

### **In Support of the Upcoming America 250 Celebration & Edenton Tea Party 250th Anniversary**

**WHEREAS**, the Town of Edenton has always supported community events and historical celebrations that seek to enrich the knowledge of the general public and greater community; and

**WHEREAS**, in this year, 2024, the Edenton Tea Party will mark its 250th anniversary, and just two years later in the year 2026, the United States of America will mark its 250th anniversary as a nation; and

**WHEREAS**, the America 250 NC program is part of a greater nationwide initiative to engage all citizens in the anniversary celebration, and provides grant funding to municipalities and nonprofits for community outreach, educational opportunities, events, public art, public markers, and more; and

**WHEREAS**, the Town of Edenton would like to acknowledge efforts by local organizers – including Town of Edenton representatives, Destination Downtown Edenton, the Edenton Historical Commission, Shepard-Pruden Memorial Library, the Chowan Arts Council, Chowan County Tourism Development, the Edenton-Chowan Chamber of Commerce, and our state elected officials – to work with this program to present community programming and celebrations marking the anniversaries of the nation and the Edenton Tea Party, weaving a story that identifies the connection between the two; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Edenton Town Council expresses its clear support for the planning and coordination of these activities to take place, in an effort to promote Edenton as a place that is closely tied with the birth of the United States of America.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
W. Hackney High Jr., Mayor

\_\_\_\_\_  
Corey Gooden, Town Clerk



**REQUEST FOR OUT OF TOWN TRAVEL**

TO: Edenton Town Council

FROM: Hackney High, Mayor

DATE: 04/22/2024

PERMISSION IS HERBY REQUESTED TO MAKE AN OUT OF TOWN TRIP AT THE TOWN'S EXPENSE TO:

Birmingham, AL

PURPOSE: Attend 2024 Main Street Now Conference

DATE OF TRIP: 05/05/2024 to 05/08/2024

LEAVE EDENTON: \_\_\_\_\_

RETURN TO EDENTON: \_\_\_\_\_

ESTIMATED COST OF TRIP:

MOTEL	\$	<u>851.48</u>
MEALS	\$	_____
MILEAGE	\$	_____
REGISTRATION	\$	<u>199.00</u>
MISCELLANEOUS	\$	<u>927.93 Airfare</u>

(Attach Registration Form if Available)

TOTAL ESTIMATED COST OF TRIP: \$ 1,978.41

MODE OF TRANSPORTATION: \_\_\_\_\_ PERSONAL  TOWN VEHICLE

CHARGE TO ACCOUNT NUMBER 10-410-100

REQUESTED BY:

APPROVED BY:

[Redacted] Mayor

\_\_\_\_\_

TC MEMBER/ DATE

DEPARTMENT HEAD / DATE

This instrument has been pre-audited in the Manner required by the Local Government Budget & Fiscal Control Act.

\_\_\_\_\_

FINANCE DIRECTOR / DATE

\_\_\_\_\_

TOWN MANAGER / DATE

A WRITTEN REQUEST FOR ALL OFFICIAL TOWN BUSINESS OUTSIDE OF CHOWAN COUNTY MUST BE SUBMITTED AND APPROVED BEFORE DATE OF TRIP.



**REQUEST FOR OUT OF TOWN TRAVEL**

TO: Edenton Town Council

FROM: Samuel Dixon, Councilman

DATE: 04/22/2024

PERMISSION IS HERBY REQUESTED TO MAKE AN OUT OF TOWN TRIP AT THE TOWN'S EXPENSE TO:

Birmingham, AL

PURPOSE: Attend 2024 Main Street Now Conference

DATE OF TRIP: 05/05/2024 to 05/08/2024

LEAVE EDENTON: \_\_\_\_\_

RETURN TO EDENTON: \_\_\_\_\_

ESTIMATED COST OF TRIP:

MOTEL	\$	<u>851.48</u>
MEALS	\$	_____
MILEAGE	\$	_____
REGISTRATION	\$	<u>199.00</u>
MISCELLANEOUS	\$	<u>927.93 Airfare</u>

(Attach Registration Form if Available)

TOTAL ESTIMATED COST OF TRIP: \$ 1,978.41

MODE OF TRANSPORTATION: \_\_\_\_\_ PERSONAL X TOWN VEHICLE

CHARGE TO ACCOUNT NUMBER 10-410-100

REQUESTED BY:

APPROVED BY:

[Redacted], Councilman

TC MEMBER/ DATE

\_\_\_\_\_  
DEPARTMENT HEAD / DATE

This instrument has been pre-audited in the Manner required by the Local Government Budget & Fiscal Control Act.

\_\_\_\_\_  
FINANCE DIRECTOR / DATE

\_\_\_\_\_  
TOWN MANAGER / DATE

A WRITTEN REQUEST FOR ALL OFFICIAL TOWN BUSINESS OUTSIDE OF CHOWAN COUNTY MUST BE SUBMITTED AND APPROVED BEFORE DATE OF TRIP.



**REQUEST FOR OUT OF TOWN TRAVEL**

TO: Edenton Town Council

FROM: Corey Gooden, Town Manager

DATE: 04/22/2024

PERMISSION IS HERBY REQUESTED TO MAKE AN OUT OF TOWN TRIP AT THE TOWN'S EXPENSE TO:

Birmingham, AL

PURPOSE: Attend 2024 Main Street Now Conference

DATE OF TRIP: 05/05/2024 to 05/08/2024

LEAVE EDENTON: \_\_\_\_\_

RETURN TO EDENTON: \_\_\_\_\_

ESTIMATED COST OF TRIP:

MOTEL	\$	<u>851.48</u>
MEALS	\$	_____
MILEAGE	\$	_____
REGISTRATION	\$	<u>199.00</u>
MISCELLANEOUS	\$	<u>927.93 Airfare</u>

(Attach Registration Form if Available)

TOTAL ESTIMATED COST OF TRIP: \$ 1,978.41

MODE OF TRANSPORTATION: \_\_\_\_\_ PERSONAL  TOWN VEHICLE

CHARGE TO ACCOUNT NUMBER 10-410-100

REQUESTED BY:

APPROVED BY:

[Redacted] Town Manager  
EMPLOYEE/ DATE

\_\_\_\_\_  
DEPARTMENT HEAD / DATE

This instrument has been pre-audited in the Manner required by the Local Government Budget & Fiscal Control Act.

\_\_\_\_\_  
FINANCE DIRECTOR / DATE

\_\_\_\_\_  
TOWN MANAGER / DATE

A WRITTEN REQUEST FOR ALL OFFICIAL TOWN BUSINESS OUTSIDE OF CHOWAN COUNTY MUST BE SUBMITTED AND APPROVED BEFORE DATE OF TRIP.

Wharf Landing Bridge Underpass



Wharf Landing Bridge Underpass

