

EXTRACTS FROM MINUTES OF CITY COUNCIL

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A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 7:00 p.m. on August 28, 2017:

Members Present: Roberts, Ajmera, Driggs, Eiselt, Fallon, Ivory, Kinsey, Lyles, Mayfield, Mitchell, Phipps, Smith

Members Absent: None

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Councilmembers Lyles/Mayfield introduced the following orders, a summary of which had been provided to each Councilmember, copy of which was available with the City Council and which was read by title:

**EXTENSION OF BOND ORDER AUTHORIZING THE ISSUANCE OF \$156,600,000
GENERAL OBLIGATION PUBLIC IMPROVEMENTS BONDS OF THE CITY OF
CHARLOTTE, NORTH CAROLINA**

WHEREAS, on August 23, 2010 the City Council of the City of Charlotte, North Carolina (the "City Council") adopted a bond order (the "Public Improvements Bond Order") authorizing \$156,600,000 General Obligation Public Improvements Bonds of the City of Charlotte, North Carolina (the "City") to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads, intersections, parking lots and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land and rights-of-way in land required therefor; and

WHEREAS, the Public Improvements Bond Order took effect upon its approval by the voters of the City at a referendum on November 2, 2010;

WHEREAS, as permitted by the Local Government Bond Act, the City applied to the Local Government Commission to extend the Public Improvements Bond Order from seven years to 10 years after November 2, 2010;

WHEREAS, the Local Government Commission formally approved the City's request for a three-year extension of the Public Improvement Bond Order on August 1, 2017; and

WHEREAS, the City Council held a public hearing on August 28, 2017 on the question of whether the maximum time period for issuing bonds under the Public Improvements Bond Order should be extended from seven years to 10 years after November 2, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. The maximum time period for issuing bonds under the Public Improvements Bond Order has been extended from seven years to 10 years after November 2, 2010.

Section 2. This order will take effect 30 days after its publication.

EXTENSION OF BOND ORDER AUTHORIZING THE ISSUANCE OF \$32,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, on August 23, 2010 the City Council of the City of Charlotte, North Carolina (the "City Council") adopted a bond order (the "*Neighborhood Improvements Bond Order*") authorizing \$32,000,000 General Obligation Neighborhood Improvements Bonds of the City of Charlotte, North Carolina (the "*City*") to pay the capital costs of infrastructure improvements in various neighborhoods of the City, including the cost of related studies, plans and design; acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage and sidewalks; paving, resurfacing, grading or improving streets, roads and intersections; and providing related landscaping and lighting and acquiring any necessary equipment, land, interests in land and rights-of-way therefor; and

WHEREAS, the Neighborhood Improvements Bond Order took effect upon its approval by the voters of the City at a referendum on November 2, 2010;

WHEREAS, as permitted by the Local Government Bond Act, the City applied to the Local Government Commission to extend the Neighborhood Improvements Bond Order from seven years to 10 years after November 2, 2010;

WHEREAS, the Local Government Commission formally approved the City's request for a three-year extension of the Neighborhood Improvement Bond Order on August 1, 2017; and

WHEREAS, the City Council held a public hearing on August 28, 2017 on the question of whether the maximum time period for issuing bonds under the Neighborhood Improvements Bond Order should be extended from seven years to 10 years after November 2, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. The maximum time period for issuing bonds under the Neighborhood Improvements Bond Order has been extended from seven years to 10 years after November 2, 2010.

Section 2. This order will take effect 30 days after its publication.

August 28, 2017

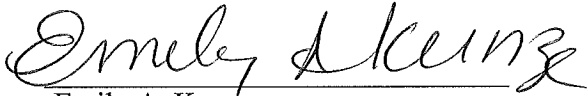
Resolution Book 48, Page 378

STATE OF NORTH CAROLINA)

CITY OF CHARLOTTE) ss:

I, Emily A. Kunze, the Deputy City Clerk of the City of Charlotte, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of the orders entitled "EXTENSION OF BOND ORDER AUTHORIZING THE ISSUANCE OF \$156,600,000 GENERAL OBLIGATION PUBLIC IMPROVEMENTS BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA" and "EXTENSION OF BOND ORDER AUTHORIZING THE ISSUANCE OF \$32,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA" adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 376-378.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of August, 2017.



Emily A. Kunze
Deputy City Clerk, NCCMC
City of Charlotte, North Carolina



**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON AUGUST 28, 2017**

A motion was made by Council Member Driggs and seconded by Council Member Mayfield for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, this Municipal Agreement is to provide for the undertaking of public transportation studies described in each cycle of the Planning Work Program; and,

WHEREAS, the NCDOT will reimburse the City up to \$500,400 for FY 2018; and,

WHEREAS, the format and cost sharing philosophy is consistent with past municipal agreements; and,

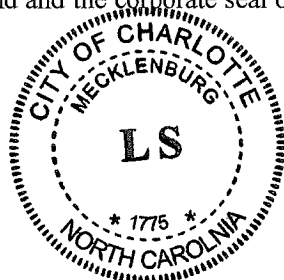
WHEREAS, the City Manager and City Clerk are hereby empowered to sign and execute the Agreement with the North Carolina Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte Department of Transportation is hereby formally approved by the City Council of the City of Charlotte.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 379-410.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.





Emily A. Kunze, Deputy City Clerk, NCCMC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 18-08-102

CITY OF CHARLOTTE

WBS ELEMENT: 36230.23.17.6

On behalf of

**MECKLENBURG UNION METROPOLITAN
PLANNING ORGANIZATION**

AGREEMENT:

THIS AGREEMENT made this the ____ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF CHARLOTTE**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **MECKLENBURG UNION METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **MECKLENBURG UNION METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **MECKLENBURG UNION METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by locals needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the "3-C" process); and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1 Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2 Project Implementation.

The Contractor agrees to carry out the Project as follows:

a. **Scope of Project.** **The City of Charlotte, operating as Mecklenburg Union MPO, proposes to update the transit travel model and the transit system will continue to monitor and update the Transit Corridor System Plan to provide ridership forecasts and project financial data.** The Contractor shall undertake and complete the public transportation planning work described in such respective section of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008 at http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf
- (2) FTA Master Agreement, dated October 1, 2014, Document Number FTA MA (21), at www.fta.dot.gov/documents/21-Master.pdf;
- (3) The Section 5303 grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. **Cost of Project.** The total cost of the Project approved by the Department is **FIVE HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$556,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

(1) **Federal Share.** The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **FOUR HUNDRED FOURTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$444,800)**.

(2) **State Share.** The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **FIFTY-FIVE THOUSAND**

SIX HUNDRED DOLLARS (\$55,600). The Department does not provide matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

c. Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2017 TO JUNE 30, 2018**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Contractor's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards," CFR Title 2, Subtitle A, Chapter II, Part 200 at (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).
- (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to

provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor, the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA and the Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors, subrecipients, and lessees to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:

- (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake

responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor/subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:
- 1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
 - 2 Required Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.
- (c) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.
- i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal/State Government has no obligations or liabilities to any such entity, including any subrecipient, lessee, or third party contractor at any tier.
- j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify FTA and the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State

Government's administration or enforcement of Federal/State laws or regulations. The Contractor also agrees to inform FTA and the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum. At a minimum, the Contractor agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose region the Contractor implements the Project.

k. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 3 Insurance & Real Property

a. The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition, other insurance requirements may apply, the Contractor agrees as follows:

(1). Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

(2). Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

b. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

c. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

d. Disposal of Real Property.

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent

with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 4 Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. State Executive Order 24 and G.S. Sec. 133-32.

It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (a) have a contract with a governmental agency; or
- (b) have performed under such a contract within the past year; or
- (c) anticipate bidding on such a contract in the future.

(2) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(3) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

a) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

b) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

c) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k) (2) (B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to

impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 5 Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Payment and Reimbursement. The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, or less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined may result in non-payment and/or termination of the Project. **Any contractor that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.** Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h);
and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 6 Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 2 C.F.R. §200.400 – §200.475, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Subpart E."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made In conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;
- (2) Necessary in order to accomplish the Project;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;
- (6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"
- (7) Satisfactorily documented; and
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
 - In compliance with U.S. DOT regulations pertaining to allowable costs in 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as follows:
 - (a) Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circulars A-87, A-21, and A-122)
 - (b) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

Section 7 Reporting, Record Retention and Access.

- a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

- b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance

with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 8 Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with 2 CFR §200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F, "Audit Requirements" effective December 26, 2014 and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F – "Audit Requirements" (formerly OMB Circular A-133), are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in 2 CFR §200.414, Subpart E – Cost Principles (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 CFR §200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4g of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 9 Civil Rights.

The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit

discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and with FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

- (1) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," with U.S. DOT Order 5610.2(a), "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and with FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," and 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- (2) Limited English Proficiency. The Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency" and U.S. DOT's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, which clarifies the responsibilities of DOT recipients of Federal financial assistance and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.
- (3) NCDOT Title VI Assurance. 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:
 - (a) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (b) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (d) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall

- permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
- i. withholding of payments to the contractor under the contract until the contractor complies, and/or,
 - ii. cancellation, termination, or suspension of the contract, in whole or in part.
- (f) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NCDOT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect, provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-

Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

e. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and

that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 *et seq.*, December 14, 2005.

h. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,"

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 10 Planning and Private Enterprise

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 11 Preference for United States Products and Services To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive

Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 12 Procurement To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

- a. **Federal Standards.** The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1G, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.
- b. **Full and Open Competition.** In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.
- c. **Exclusionary or Discriminatory Specifications.** Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.
- d. **Geographic Restrictions.** The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.
- e. **In-State Bus Dealer Restrictions.** The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.
- f. **Neutrality in Labor Relations.** To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.
- g. **Federal Supply Schedules.** State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.
- h. **Force Account.** The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- i. **Department Technical Review.** The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

- (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:
- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center isle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) All construction projects equal to or greater than \$30,000;
 - (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
 - (5) Any procurement equal to or greater than \$90,000;
 - (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:
- (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
 - (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.
- n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.
- o. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under

North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

p. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

q. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

r. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

(1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and

(2) Express the said amount as a percentage of the total costs of the planned acquisition.

s. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

t. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 13 Leases

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639 and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 14 Patent Rights If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually

reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 15 Rights in Data and Copyrights

a. Data. The term "subject data," as used in this Section 14 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/ subcontractors purchase ownership with funds awarded for this Project.

c. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 16 Employee Protections

a. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

b. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

Section 17 Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations

that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 18 Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 19 Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)." 2 C.F.R. Part 182, U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
- b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 20 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 21 Safe Operation of Motor Vehicles.

- a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.
- b. Distracted Driving: includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision
- c. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

Section 22 Safety The Grantee is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –
 - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased, or rented vehicles;
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government

Section 23 Protection of Sensitive Security Information.

To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 24 Disputes, Breaches, Defaults, or Other Litigation.

The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.
- b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.
- c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.
- d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.
- e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 25 Amendments/Revisions to the Project.

The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 26 Information Obtained Through Internet Links.

This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent

an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 27 Geographic Information and Related Spatial Data.

In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 28 Severability.

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 29 Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 30 Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax

number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MS. MYRA S. FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4672 Fax: 919-733-2304 Email: MSFREEMAN1@NCDOT.GOV	Name: MS. MYRA S. FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S. WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Title: Agency: Postal Address: City/Zip: Phone: Fax: Email:	Name: Title: Agency: Street Address: City:

Section 31 Federal Certification Regarding Lobbying.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 32 Federal Certification Regarding Debarment.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 33 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 34 Ethics Acknowledgement Policy on Gifts.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to

do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF CHARLOTTE
on behalf of
**Mecklenburg Union Metropolitan
Planning Organization**

CONTRACTOR'S FEDERAL TAX ID NUMBER: _____
CONTRACTOR'S FISCAL YEAR END: _____

BY: _____

TITLE: PLANNING MANAGER

(SEAL)

ATTEST: _____
TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST: _____
TITLE: SECRETARY

Attachment

Certification Regarding Lobbying (for bids and/or awards)

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor's Authorized Representative: _____

Title: _____

August 28, 2017

Resolution Book 48, Page 411

RESOLUTION AUTHORIZING DONATION OF PERSONAL PROPERTY TO A NON-PROFIT ORGANIZATION PASSED BY THE CITY COUNCIL, OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON August 28, 2017

A motion was made by Council Members Driggs/Mayfield and a vote was duly adopted:

Whereas, North Carolina General Statute §160A-279 authorizes the City to donate personal property belonging to the City of Charlotte to a non-profit organization to carry out a public purpose upon adoption of a resolution by the Charlotte City Council; and

Whereas, the City's Charlotte Douglas International Airport ("Airport") safeguards personal items lost, mislaid, or abandoned by passengers; and

Whereas, the Airport informs the public of how to recover such personal property and of what happens to unclaimed property after no less than 30 days; and

Whereas, the Airport has a Lost & Found facility and procedures where lost property is stored and information recorded while staff makes efforts, if possible, to identify the rightful owner; and

Whereas, the Airport seeks to reinvest certain unclaimed property for the betterment of the Charlotte community by donating unclaimed property to non-profit organizations who carry out a public purpose; and

NOW, THEREFORE, be it resolved by the Charlotte City Council that the Aviation Director of the Aviation Department or designee is authorized to periodically determine what property may be donated, determine which non-profit entity that carries out a public purpose shall receive the donations, and to execute all documents necessary to bring about the periodic donations.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 411.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.





Emily A. Kunze, Deputy City Clerk, NCCMC

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

Whereas, North Carolina General Statute 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached (Exhibit A) be declared as surplus and sold at public auction; now therefore,

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 16, 2017 at 9am the surplus property described on (Exhibit A), at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 412-425.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.



Emily A. Kunze, Deputy City Clerk, NCCMC



EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
900	2001	NOVA	Low Floor	Bus	2NVYL82P7Y3000179	779656	End Of Service
902	2001	NOVA	Low Floor	Bus	2NVLY82P5Y3000181	704333	End Of Service
903	2001	NOVA	Low Floor	Bus	2NVVYL82P7Y3000182	719954	End Of Service
904	2001	NOVA	Low Floor	Bus	2NVVYL82P9Y3000183	710171	End Of Service
906	2001	NOVA	Low Floor	Bus	2NVVYL82P2Y3000185	753105	End Of Service
908	2001	NOVA	Low Floor	Bus	2NVVYL8226Y3000187	756566	End Of Service
910	2001	NOVA	Low Floor	Bus	2NVVYL82PXY3000189	691554	End Of Service
911	2001	NOVA	Low Floor	Bus	2NVVYL82P6Y3000190	753276	End Of Service
912	2001	NOVA	Low Floor	Bus	2NVVYL82P8Y3000191	706761	End Of Service
913	2001	NOVA	Low Floor	Bus	2NVVYL82PXY3000192	731671	End Of Service
58698	1987	CATERPILLAR	D6D	BULLDOZER	75W02639	2337 hrs	Poor condition
66424	1992	CHEVROLET	3500	DUALLY PICKUP	1GCHK34K8NE201777	100497	Bad Engine
70740	1997	MAVILLIE	33SRT	PERSONNEL LIFT	10600144		Poor condition
72076	1999	FORD	E250	VAN	1FTHE24L7YHA23683	132259	Poor condition
72474	2000	CHEVROLET	2500	PICKUP	1GCGG24UXZ267295	58668	Poor condition
72587	2000	CHEVROLET	2500	PICKUP	1GCGG24L4YZ297697	145130	Poor condition
72849	2001	FORD	RANGER	PICKUP	1FTYR10UX1T4A4882	52041	Poor condition
72851	2001	CHEVROLET	2500	PICKUP	1GCGG24U112209551	75725	Poor condition
73313	2001	JOHN DEERE	GATOR	ATV	W006X4D011390	749 hrs	Poor condition
73588	2002	FORD	E 450	BUS	1FDXE45F92HA11549	236584	Poor condition
74337	2003	FORD	RANGER	PICKUP	1FTYR10U53TA18398	71988	Poor condition
74338	2003	FORD	RANGER	PICKUP	1FTYR10U73TA18399	99170	Poor condition
75856	2005	FORD	EXPLORER	SUV	1FMZU73W95ZA75475	162663	Poor condition
77210	2007	A.M. HAIRE	TR1585	TRUCK BOX BODY	125007		Poor condition
78036	2008	TENNANT	ATLV4300	SWEPPER	4300-2944	1000 hrs	Poor condition
80056	2011	FALCON/ALAMO	HYDRO 15	BATWING MOWER	10117		Poor condition
80105	2012	FORD	ESCAPE	SUV	1FMCU9C71CKA10054	95629	Poor condition
81555	2014	FORD	EXPLORER	SUV	1FMR6R8B81E6A28952	80461	Bad Transmission
ACB044	2003	FORD	E-250	CARGO VAN	1FTNS24L13HA76963	215432	Age, mileage and repairs
ACB056	2007	CHEVROLET	G-2500	CARGO VAN	1GCGG25U771156395	165339	Age, mileage and Engine
ACB059	2007	CHEVROLET	G-2500	CARGO VAN	1GCGG25U971158195	170829	Age, mileage, and repairs
ACB062	2008	CHEVROLET	G-2500	CARGO VAN	1GCGG25K481163661	165965	**Scheduled for Decommission
ACB064	2008	CHEVROLET	G-2500	CARGO VAN	1GCGG25K781162018	144254	Age, mileage, and engine
ACB066	2009	CHEVROLET	G-2500	CARGO VAN	1GCGG25K291106103	217597	**Scheduled for Decommission
ACB069	2009	CHEVROLET	G-2500	CARGO VAN	1GCGG25K091155803	138058	Age, mileage and repairs
ACB200	2011	CHEVROLET	2500	CARGO VAN	1GCGWGF CGXB1147912	146133	**Scheduled for Decommission
ACB201	2011	CHEVROLET	2500	CARGO VAN	1GCGWGF CG7B1147107	161091	**Scheduled for Decommission
ACB202	2011	CHEVROLET	2500	CARGO VAN	1GCGWGF CG4B1147548	153208	**Scheduled for Decommission
ACB204	2011	CHEVROLET	2500	CARGO VAN	1GCGWGF CG9B1147495	130525	**Scheduled for Decommission
BMB028	1998	FORD	E-250	CARGO VAN	1FTNE24L8WHB44512	169204	**Scheduled for Decommission
BMB085	2006	CHEVROLET	G-2500	CARGO VAN	1GCGG25YX61222834	148780	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
BMB087	2007	FORD	E-350	HI CUBE VAN	1FDSE35L27DAZ3759	150383	**Scheduled for Decommission
BMB092	2008	CHEVROLET	UPLANDER	MINIVAN	1GNDU23W28D169472	143481	**Scheduled for Decommission
CTA010	2004	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W64X151410	89042	**Scheduled for Decommission
CTA017	2002	FORD	TAURUS SW	MID SIZE STATION WAGON	1FAFP58UX2A204897	39199	**Scheduled for Decommission
CTA063	2005	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W55X125618	77839	**Scheduled for Decommission
CTA065	2005	FORD	TAURUS	MID SIZE SEDAN	1FAFP53U75A267807	110672	**Scheduled for Decommission
CTA066	2005	FORD	TAURUS	MID SIZE SEDAN	1FAFP53U95A267808	125030	**Scheduled for Decommission
CTA110	2006	FORD	EXPLORER	MID SIZE SUV	1FMEU73856UB70176	261679	**Scheduled for Decommission
CTA114	2007	FORD	EXPLORER	MID SIZE SUV	1FMEU73857UB71829	181536	**Scheduled for Decommission
CTA118	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S53189172844	150798	**Scheduled for Decommission
CTJ412	1997	CHEVROLET	C-3500	BUCKET TRUCK	1GBK034F9VJ111023	86788	Age, mileage, and repairs
CTF400	2008	CHEVROLET	C-5000	MINI REFUSE TRUCK	1GBE5C1978F412130	138263	**Scheduled for Decommission
CTU015	2005	FORD	F-150 EXT	PICKUP TRUCK	1FTVX14515NA91724	183753	**Scheduled for Decommission
DTB261	2008	Chevrolet	C-4500	Bus	1GBEAY1998F416405	233505	End Of Service
EDA155	2000	FORD	TAURUS SW	MID SIZE STATION WAGON	1FAFP58U0YA130270	103660	**Scheduled for Decommission
EDA155	2000	FORD	TAURUS SW	MID SIZE STATION WAGON	1FAFP58U0YA130270	103660	**Scheduled for Decommission
EMZ287	2001	HYSTER	H80XM	FORKLIFT	K005D05907Y	366 hrs	**Scheduled for Decommission
F7343	2001	SPARTAN	RESERVE LADDER 82	FIRE LADDER TRUCK	4S7AW42931C039735	165478	Age, mileage, and repairs
F74512	2003	SPARTAN	RESERVE ENGINE 81	FIRE PUMPER TRUCK	4S7AT2P933C044699	209980	Age, mileage, and repairs
FDA160	2005	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W44X136809	109504	**Scheduled for Decommission
FDA168	2006	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71WX6X134841	139141	**Scheduled for Decommission
FDA172	2007	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S5R279296942	101624	**Scheduled for Decommission
FDA174	2007	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W37X140109	121110	Age, mileage, and repairs
FDA178	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S53889281611	107536	**Scheduled for Decommission
FDA179	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S53289282284	115636	**Scheduled for Decommission
FDA185	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S53689280621	142437	**Scheduled for Decommission
FDA195	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V98X168828	129171	**Scheduled for Decommission
FDA198	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S53781330439	126205	**Scheduled for Decommission
FDA199	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V69X113425	107270	**Scheduled for Decommission
FDA201	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V29X113423	114245	**Scheduled for Decommission
FDA218	2012	CHEVROLET	TAHOE	FULL SIZE SUV	1GNSK2E06CR190837	118717	**Scheduled for Decommission
FDA219	2012	CHEVROLET	TAHOE	FULL SIZE SUV	1GNSK2E07CR186389	92384	**Scheduled for Decommission
FDA221	2012	CHEVROLET	TAHOE	FULL SIZE SUV	1GNSK2E04CR189945	121174	**Scheduled for Decommission
FDA222	2012	CHEVROLET	TAHOE	FULL SIZE SUV	1GNSK2E01CR190809	114317	**Scheduled for Decommission
FDB027	2003	WORKHORSE	UCBC	STEP VAN	5B4KP42LU83374120	79243	**Scheduled for Decommission
FDB075	2001	FORD	E-350	VAN	1FBSS31L71HA65173	131579	Age, mileage, and repairs
FDU002	2003	CHEVROLET	C-2500 C/C	PICKUP TRUCK	1GCHK23163F163599	175863	**Scheduled for Decommission
FDU094	2002	CHEVROLET	K-2500 EXT	PICKUP TRUCK	1GCHK29192E284120	198989	**Scheduled for Decommission
FDU096	2003	CHEVROLET	K-2500 C/C	PICKUP TRUCK	1GCHK23163F207734	148838	**Scheduled for Decommission
FDU104	2005	CHEVROLET	K-3500 C/C	PICKUP TRUCK	1GCHK33225F906490	152929	**Scheduled for Decommission
FDY004	2002	N/A	N/A	FLAT BED TRAILER	4Z1UA16252S006054		**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
FMIU055	2000	FORD	F-150	PICKUP TRUCK	1FTRF17W1YNA54234	114106	**Scheduled for Decommission
LMA450	2002	FREIGHTLINER	FL70	BUCKET TRUCK	1FVAB7AK53HL04385	96181	**Scheduled for Decommission
LMA451	2002	FREIGHTLINER	FL70	BUCKET TRUCK	1FVAB7AK73HL04386	106714	**Scheduled for Decommission
LWV898	1994	MCELRATH	616T5	FLAT BED TRAILER	1M9FE1623P1284326		Age, mileage, and repairs
N/A	N/A	AMDA	AL4080D	SITE LITE	0102-69025	13871	Poor condition
N/A	N/A	BLIZZARD	N/A	SNOW PLOW (2)	N/A		Poor condition
N/A	N/A	BUYERS	N/A	SPREADER (2)	N/A		Poor condition
N/A	N/A	BLACKHAWK	67576	2 TON ENGINE CRANE	BO61145		Poor condition
N/A	2008	MAGNUM PRO	MLT3060	SITE LITE	80733	3032 hrs	Poor condition
NDA069	2003	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U33A203715	81079	**Scheduled for Decommission
NDA083	2007	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	1FMVU49H87KA49657	95989	**Scheduled for Decommission
NDU011	2006	FORD	F-150	PICKUP TRUCK	1FTRF12206NA86481	182779	**Scheduled for Decommission
NDU017	2006	FORD	F-150	PICKUP TRUCK	1FTRF12296NA86490	148654	**Scheduled for Decommission
NDU020	2006	FORD	F-150	PICKUP TRUCK	1FTRF12206NA93982	175959	**Scheduled for Decommission
NDU024	2007	FORD	F-150	PICKUP TRUCK	1FTRF12277NA37683	149967	**Scheduled for Decommission
NDU025	2007	FORD	F-150	PICKUP TRUCK	1FTRF12297NA37684	141059	**Scheduled for Decommission
NDU027	2007	FORD	F-150	PICKUP TRUCK	1FTRF12227NA83423	149817	**Scheduled for Decommission
NDU030	2008	FORD	F-150	PICKUP TRUCK	1FTRF122X8KD34840	134133	**Scheduled for Decommission
PDA036	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3GL1CG5B4565655	103427	Age, mileage, and repairs
PDA051	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M091196932	128268	Age, mileage, and repairs
PDA066	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV8X119289	129375	AGE/MILE/ENGINE PROBLEMS
PDA081	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV2AX135592	107856	**Scheduled for Decommission
PDA100	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V89X104595	143019	**Scheduled for Decommission
PDA125	2007	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W67X158913	83400	**Scheduled for Decommission
PDA155	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV5AX135599	99854	Age, mileage, and repairs
PDA162	2012	CHEVROLET	TAHOE	FULL SIZE SUV	1GNLC2E0XCR284771	109735	**Scheduled for Decommission
PDA172	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV5AX135601	145729	Age, mileage, and repairs
PDA203	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V69X140351	80806	ACCIDENT - TOTAL LOSS
PDA205	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57MX91266159	102985	Age, mileage, and repairs
PDA208	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V88X122262	138554	Age, mileage, and repairs
PDA215	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV5AX135604	119488	Age, mileage, and repairs
PDA234	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV0AX135607	124451	Age, mileage, and repairs
PDA244	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV7BX185177	137026	Age, mileage, and repairs
PDA257	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV1AX117195	106751	Age, mileage, and repairs
PDA271S1	2017	FORD	EXPLORER INTR	MID SIZE SUV	1FM5K8AR7HGA70945	4683	Wrecked
PDA273	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV9BX185178	100233	Age, mileage, and repairs
PDA280	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV4AX135612	124394	**Scheduled for Decommission
PDA315	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57W791268144	106182	Age, mileage, and repairs
PDA325	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G1MK5U20DL826237	61456	**Scheduled for Decommission - total loss accident
PDA344	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G1MK5U24CL606887	103068	Age, mileage, and repairs
PDA350	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV5AX135621	87560	Accident Damage-Front End

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
PDA353	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V58X167403	109482	Age, mileage, and repairs
PDA357	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7EVXAX105725	118500	Age, mileage, and repairs
PDA382	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M891266614	106084	**Scheduled for Decommission
PDA419	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV2AX117206	107300	Age, mileage, and repairs
PDA469	2014	FORD	EXPLORER INTR	MID SIZE SUV	1FMSK8A2E6GC06048	102749	**Scheduled for Decommission
PDA472	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G3NS5U26G1216178	1625	ACCIDENT - 25% LOSS
PDA503	2002	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U42A130823	99948	**Scheduled for Decommission
PDA511	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	2G1WF52K649263392	22200	ACCIDENT - TOTAL LOSS
PDA5126	2004	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1ZS51806F217114	116276	**Scheduled for Decommission
PDA5210	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS58N77F186599	177609	Age, mileage, and repairs
PDA5217	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS58N27F186719	101042	**Scheduled for Decommission
PDA5218	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	2G1WS55FX79253814	119042	**Scheduled for Decommission
PDA5228	2007	CHEVROLET	IMPALA	MID SIZE SEDAN	1G1ZT58N87F217257	142963	**Scheduled for Decommission
PDA5246	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZT58N87F217257	147756	Age, mileage, and repairs
PDA5251	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZT58N87F301884	115648	**Scheduled for Decommission
PDA5277	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553489221762	120955	Age, mileage, and repairs
PDA5280	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS55398923040	130683	Age, mileage, and Trans
PDA5284	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N08F195228	101917	Age, mileage, and Trans
PDA5285	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N08F194376	117685	**Scheduled for Decommission
PDA5288	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N284199289	139050	**Scheduled for Decommission
PDA5295	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N084202536	137034	**Scheduled for Decommission
PDA5296	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N584202864	127815	Age, mileage, and repairs
PDA5299	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N084198254	119109	**Scheduled for Decommission
PDA5304	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N984201359	129726	**Scheduled for Decommission
PDA5310	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553481237829	124425	**Scheduled for Decommission
PDA5310	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553481237829	124425	**Scheduled for Decommission
PDA5310	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	1G1ZG57KX94250867	108811	**Scheduled for Decommission
PDA5324	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K694253636	116605	**Scheduled for Decommission
PDA5325	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K794253399	103726	**Scheduled for Decommission
PDA5326	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K294252046	117137	**Scheduled for Decommission
PDA5335	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K494252114	117414	**Scheduled for Decommission
PDA5337	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	141513	**Scheduled for Decommission
PDA5338	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	141513	**Scheduled for Decommission
PDA5342	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	130976	**Scheduled for Decommission
PDA5343	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	107004	**Scheduled for Decommission
PDA5343	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	139161	**Scheduled for Decommission
PDA5345	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	139161	**Scheduled for Decommission
PDA5346	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	139161	**Scheduled for Decommission
PDA5347	2010	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K94252473	114113	**Scheduled for Decommission
PDA5351	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WDBEM3A1136080	152393	Age, mileage, and repairs
PDA5353	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WDBEM3A1137647	80485	Age, mileage, and Trans
PDA5353	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WDBEM3A1137647	151961	**Scheduled for Decommission
PDA5353	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WDBEM3A1137647	151961	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
PDA5354	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8XA1135427	115897	**Scheduled for Decommission
PDA5356	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8A1136656	113334	**Scheduled for Decommission
PDA5357	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8A1138031	117675	**Scheduled for Decommission
PDA5357	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8A1138031	117675	**Scheduled for Decommission
PDA5362	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8A1137560	116642	**Scheduled for Decommission
PDA5365	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8XA1202365	135123	ACCIDENT - 25% LOSS
PDA5368	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8M1200770	139694	**Scheduled for Decommission
PDA5371	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8M1203799	108357	**Scheduled for Decommission
PDA5372	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E8M1203248	124360	**Scheduled for Decommission
PDA5373	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3CL1CGXBH556576	104125	**Scheduled for Decommission
PDA5374	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3CL1CG1BH556577	117657	**Scheduled for Decommission
PDA5377	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3CL1CG8BH556575	113456	**Scheduled for Decommission
PDA5384	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WF5E8K6B1278384	110528	**Scheduled for Decommission
PDA5388	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83C147172	102391	**Scheduled for Decommission
PDA5390	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83C1150547	119745	**Scheduled for Decommission
PDA5401	2012	CHEVROLET	IMPALA	FULL SIZE SEDAN	2G1WD5E83C1215176	122310	Age, mileage, and repairs
PDA5402	2012	CHEVROLET	IMPALA	FULL SIZE SEDAN	2G1WF5E83C1246379	128143	**Scheduled for Decommission
PDA5418	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83C1243448	139097	**Scheduled for Decommission
PDA5421	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83C1238595	116478	**Scheduled for Decommission
PDA5422	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83C1242262	107477	**Scheduled for Decommission
PDA5474	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83D1248633	55306	**Scheduled for Decommission - accident
PDA5514	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E83E1119007	52762	ACCIDENT - FRONT END - TOTAL LOSS
PDA553	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7B7V7B8118594	99479	Age, mileage, and transmission
PDA554	2016	CHEVROLET	CARPACE	FULL SIZE SEDAN	6G3NS5U24GL216194	10059	**Scheduled for Decommission - total loss accident
PDA5665	2017	FORD	EXPLORER INTR	MID SIZE SUV	1FMRK8AR5HGB3301	1575	Wrecked-All over
PDA575	2006	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAPF7W26X103616	83331	Age, mileage, and repairs
PDA582	2013	CHEVROLET	CARRIGE	FULL SIZE SEDAN	6G1MK5UJ29D1826222	59013	Accident Damage-Front and Rear
PDA602	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7B7V7AX117217	131834	**Scheduled for Decommission
PDA6145	2014	NISSAN	ALTIMA	MID SIZE SEDAN	1N4AL3AP7EC292248	75607	**Scheduled for Decommission
PDA635	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V78X167371	98442	Age, mileage, and repairs
PDA641	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1W5S51869422530	74525	Age, mileage, and Trans
PDA646	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDDXA99CH205228	108665	Age, mileage, and transmission
PDA684	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAPF7V98X167386	85115	Age, mileage, and repairs
PDA7014N	1999	CHEVROLET	TAHOE	FULL SIZE SUV	1GNFK13R9XJ501285	233675	Age, mileage, and repairs
PDA7021N	2001	CHRYSLER	300M	MID SIZE SEDAN	2C3AE66G21H537791	179170	Age, mileage, and Engine
PDA722	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V58X170530	119987	**Scheduled for Decommission
PDA722	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V58X170530	119987	**Scheduled for Decommission
PDA723	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V78X170531	131331	Age, mileage, and Trans
PDA732	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V98X170532	89121	Age, mileage, and repairs
PDA745	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V48X170535	102436	Age, mileage, and repairs
PDA775	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V99X192146	95473	Bad Transmission

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PD4801	2014	FORD	EXPLORER INTR	MID SIZE SUV	1FM5K8AR5E6A64983	112825	Age, mileage, and repairs
PD4808	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BVXB118606	100683	Age, mileage, and Trams
PD4811	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS551269427495	121519	Age, mileage, and repairs
PD4812	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDDXAGXCH208977	98900	Age, mileage, and repairs
PD4826	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV5BX118612	108720	Vehicle fire
PD4851	2011	CHEVROLET	TAHOE	FULL SIZE SUV	1GNLC2E09BR282086	179488	Age, mileage, and repairs
PD4867	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7V58X170558	118370	**Scheduled for Decommission
PD4878	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDDXAG2CH208987	107640	Age, mileage, and repairs
PD4880	2014	FORD	EXPLORER INTR	MID SIZE SUV	1FM5K8AR2EGC60096	120531	Age, mileage, and repairs
PD4888	2013	CHEVROLET	CARFICE	FULL SIZE SEDAN	6G1MK5UJ22D826241	65253	**Scheduled for Decommission - accident
PD4892	2007	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W17X101728	107812	Age, mileage, and repairs
PD4923	2014	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV6BX118621	78843	Accident Damage-Rear End
PD4929	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BVXB118623	111340	Age, mileage, and repairs
PD4932	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV1BX118624	132231	Age, mileage, and repairs
PD4935	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV8BX118636	122949	Age, mileage, and repairs
PD4988	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDDXAG1CH205224	60087	ACCIDENT - TOTAL LOSS
PD4991	2011	CHEVROLET	TAHOE	FULL SIZE SUV	1GNLC2E06BR282482	170528	AGE/MIL/ESNEEDS ENGINE
PD4996	2011	CHEVROLET	TAHOE	FULL SIZE SUV	1GNLC2E04BR280665	134256	Age, mileage, and repairs
PD4998	2011	CHEVROLET	TAHOE	FULL SIZE SUV	1GNLC2E02BR282401	188794	Accident Damage-Front End
PDB121	1999	FORD	E-280	CARGO VAN	1FTNE2L4XHA86850	58412	**Scheduled for Decommission
PDB136	2003	CHEVROLET	G-3500 (CHEV)	VAN	1GAHG39U831137510	104657	Age, mileage, and repairs
PDB137	2003	CHEVROLET	G-3500 (CHEV)	VAN	1GAHG39U731137384	90305	Age, mileage, and repairs
PDB144	2009	FORD	E-350	VAN	1FBSS31L49DA36964	92330	**Scheduled for Decommission
PDB330	1992	FORD	E-350	VAN	1FBJS31H5NH451141	44049	**Scheduled for Decommission
PDB330	1992	FORD	E-350	VAN	1FBJS31H5NH451141	44049	**Scheduled for Decommission
PDB506	1994	CHEVROLET	P-30	STEP VAN	1GBKFP32NXR3328167	7363	**Scheduled for Decommission
PDB510	1997	DODGE	RAM 2500 VAN	CARGO VAN	2B6HB21X3VK578589	65817	**Scheduled for Decommission
PDB511	2005	FORD	E-350	CARGO VAN	1FTSS34P55HA80772	50254	Age, mileage, and repairs
PDB517	2008	CHEVROLET	G-2500	CARGO VAN	1GCGG25K981202471	109008	**Scheduled for Decommission
PDB519	2008	CHEVROLET	G-2500	CARGO VAN	1GCGG25K781208530	78601	Age, mileage, and Engine
PDJ001	1990	FORD	F-350	UTILITY TRUCK	1FDKF37G5LNB41211	18000	Age and repairs
PDU220	2006	FORD	F-250 C/C	PICKUP TRUCK	1FTSW21YX6ED09834	137570	Age, mileage, and repairs
SMA106	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WBE5K969171946	89478	Age, mileage, and repairs
SMA109	2015	CHEVROLET	EQUINOX	COMPACT SUV	2GNLEEE3K3F5324270	16441	**Scheduled for Decommission
SMD337	1991	FORD	F-700	DUMP TRUCK	1FDXK74P2MVA38181	96592	Age, mileage, and repairs
SMD337	1991	FORD	F-700	DUMP TRUCK	1FDXK74P2MVA38181	96592	Age, mileage, and repairs
SMD396	2002	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL32H407459	173020	**Scheduled for Decommission
SMD397	2002	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL32H407459	173020	**Scheduled for Decommission
SMD424	2002	FREIGHTLINER	FL80	DUMP TRUCK	1FVHBXAK82HJ58603	94640	Age, mileage, and repairs
SMD428	2001	FREIGHTLINER	FL80	DUMP TRUCK	1FVHBXAKX2HK01208	118441	**Scheduled for Decommission
SMD501	2000	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL3YH288711	119712	**Scheduled for Decommission
SMD505	2000	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL1YH299206	131796	**Scheduled for Decommission

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SMD507	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR65H127507	143086	**Scheduled for Decommission
SMD508	2001	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR85H127508	100463	**Scheduled for Decommission
SMD509	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAARX5H127509	101016	**Scheduled for Decommission
SMD513	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR15H127513	114089	**Scheduled for Decommission
SMD514	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR35H127514	121701	**Scheduled for Decommission
SMD515	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR55H127515	122690	**Scheduled for Decommission
SMD517	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR95H127517	99095	**Scheduled for Decommission
SMD527	2006	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR36H208899	93474	**Scheduled for Decommission
SMD531	2006	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR16H208903	112484	**Scheduled for Decommission
SME612	2001	GRADALL	XL4100	TRUCK MOUNTED EXCAVATOR	0411537	8365 hrs	Age, mileage, and repairs
SME629	1997	JOHN DEERE	710D	WHEELLED LOADER/BACKHOE	T0710DD830672	3085 hrs	**Scheduled for Decommission
SME630	1997	JOHN DEERE	710D	WHEELLED LOADER/BACKHOE	T0710DD830408	4557 hrs	**Scheduled for Decommission
SME631	1998	JOHN DEERE	710D	WHEELLED LOADER/BACKHOE	T0710DD839117	5260 hrs	Age, mileage, and repairs
SMD201	2004	STERLING	LT7500	CATCH BASIN CLEANER TRUCK	2FZHTAK24AM36885	103415	**Scheduled for Decommission
SMD290	2002	FREIGHTLINER	FL80	CATCH BASIN CLEANER TRUCK	1FVHBXAK82HJ77801	118664	**Scheduled for Decommission
SMD291	2002	FREIGHTLINER	FL80	CATCH BASIN CLEANER TRUCK	1FVHBXAKY2HJ77802	107176	**Scheduled for Decommission
SMD304	2009	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	1HTMSAAR79H163387	90642	**Scheduled for Decommission
SMR702	1999	WACKER	RD25	RIDING ROLLER	805801104	856 hrs	**Scheduled for Decommission
SMR823	2008	RAMMAX	P33/24 FCR	WALK BEHIND ROLLER	280402		Age, mileage, and repairs
SMLU070	2003	FORD	F-150	PICKUP TRUCK	1FTFR17233N449957	110238	**Scheduled for Decommission
SMLU094	2000	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S5YEA70915	157120	Age, mileage, and Engine
SMLU186	2001	CHEVROLET	C-1500	PICKUP TRUCK	1GCEC14V71Z264483	88119	**Scheduled for Decommission
SMLU187	2001	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S91ED06858	129286	Age, mileage, and repairs
SMLU189	2003	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S03EC90052	162346	**Scheduled for Decommission
SMLU190	2005	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36Y45EB30635	155589	**Scheduled for Decommission
SMLU198	2005	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W35FA03084	89092	**Scheduled for Decommission
SMLU300	2006	FORD	F-450 C/C	UTILITY TRUCK	1FDXW46Y36EC36571	161485	**Scheduled for Decommission
SMLU307	2008	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W18FB53330	118281	**Scheduled for Decommission
SMLU308	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W99FA31333	155807	**Scheduled for Decommission
SNA035	2006	FORD	EXPLORER	MID SIZE SUV	1FMEU63E68UB17177	129348	**Scheduled for Decommission
SND258	2005	FORD	F-650	DUMP TRUCK	3FRXF65915V155407	150950	**Scheduled for Decommission
SNP130	2008	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYBSX8HZ20422	165043	**Scheduled for Decommission
SNP136	2008	AMERICAN LAFFAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY488Z269072	182832	**Scheduled for Decommission
SNP138	2009	AMERICAN LAFFAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHNZBS39R000115	124877	**Scheduled for Decommission
SNP650	2007	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDCX7HX54505	66653	**Scheduled for Decommission
SNP654	2008	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYBS88H220421	108705	**Scheduled for Decommission
SNP655	2008	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYBS18H233098	104079	**Scheduled for Decommission
SNP656	2008	AMERICAN LAFFAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY28RZ69071	133706	**Scheduled for Decommission
SNP657	2008	AMERICAN LAFFAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY98RZ69066	108527	**Scheduled for Decommission
SNP658	2008	AMERICAN LAFFAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY88RZ69074	169565	**Scheduled for Decommission
SNP667	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AUL04C8AM004266	133475	**Scheduled for Decommission

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SNP668	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C3AM004267	114221	**Scheduled for Decommission
SNP670	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHNZBS99F000121	117669	**Scheduled for Decommission
SNP717	2008	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY68RZ69073	104986	**Scheduled for Decommission
SNP801	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXANZBS79F000099	123334	**Scheduled for Decommission
SNP802	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXANZBS19F000100	119981	**Scheduled for Decommission
SNP803	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXANZBS19F000101	153337	**Scheduled for Decommission
SNP804	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C3AM004691	128233	**Scheduled for Decommission
SNP805	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C3AM004692	146068	**Scheduled for Decommission
SNP806	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C3AM004692	123314	**Scheduled for Decommission
SNP807	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C1AM004562	140512	**Scheduled for Decommission
SNP808	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C1AM004688	148301	**Scheduled for Decommission
SNP809	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C3AM004689	156288	**Scheduled for Decommission
SNP811	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C7AM004694	140036	**Scheduled for Decommission
SNP812	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C9AM004695	127896	**Scheduled for Decommission
SNP813	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C0AM004696	122254	**Scheduled for Decommission
SNP814	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C2AM004697	126216	**Scheduled for Decommission
SNP815	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C4AM004698	142309	**Scheduled for Decommission
SNP845	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	5VCAORLE9CH213982	109687	**Scheduled for Decommission
SNP847	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	5VCAORLE2CH213984	106646	**Scheduled for Decommission
SNP855	2013	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	5VCAOR877CH214744	100249	Vehicle Fire
SNJU066	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W19KA70217	143385	**Scheduled for Decommission
SNJU101	2010	FORD	F-150	PICKUP TRUCK	1FTMF1C80AKA32671	100621	**Scheduled for Decommission
SPB972	1987	FORD	E-150	CARGO VAN	1FTDE14NXHHB70572	24277	**Scheduled for Decommission
SSB011	2007	FORD	E-350	CARGO VAN	1FTSS34L77DBA48674	71001	**Scheduled for Decommission
SSD471	2004	INTERNATIONAL	4300 SBA	DUMP TRUCK	1HTMNAAL04H603915	122186	**Scheduled for Decommission
SSM054	2010	VANTAGE	TRUCKALL	UTILITY CART	LFWA1F127AJB00233	26458	**Scheduled for Decommission
SSM055	2010	VANTAGE	TRUCKALL	UTILITY CART	LPWA1F125AJB00313	13179	**Scheduled for Decommission
SSU038	2002	FORD	F-250	PICKUP TRUCK	1FTNF20L32ED07534	80579	Age, mileage, and repairs
SSU045	2008	FORD	F-150	PICKUP TRUCK	1FTRF12258KC46570	110715	**Scheduled for Decommission
TEB274	2006	CHEVROLET	UPLANDER	MINIVAN	1GNDV23L46D166342	145812	Accident Damage-Front End
TEU003	1999	FORD	RANGER	PICKUP TRUCK	1FTYR14V7XTA39441	88957	**Scheduled for Decommission
TEU007	2008	FORD	RANGER	PICKUP TRUCK	1FTYR14U48FA85861	101558	Accident Damage-All over
TMB002	2001	CHEVROLET	G-1500 (CHEV)	CARGO VAN	1GCEG15M911235897	124167	Age, mileage, and repairs
TMB007	2000	FORD	E-150	CARGO VAN	1FTRF14W5YH449608	118616	**Scheduled for Decommission
TMLU001	2001	CHEVROLET	C-1500	PICKUP TRUCK	2GCEC19V011391867	115192	**Scheduled for Decommission
TMLU004	2001	FORD	F-150	PICKUP TRUCK	1FTRF17WZ1NA58122	98830	**Scheduled for Decommission
TOL498	2005	FORD	F-550	BUCKET TRUCK	1FDAF56P85EB48486	107033	Age, mileage, and repairs
TOL503	2008	FORD	F-250 EXT	UTILITY TRUCK	1FDSX2159ED56807	142806	**Scheduled for Decommission
TOL044	2001	FORD	F-250	PICKUP TRUCK	1FDNF20S61EC91587	97329	**Scheduled for Decommission
TOL047	2003	FORD	F-250	PICKUP TRUCK	3FTNF20LX3MB33506	92706	**Scheduled for Decommission
TOL049	2006	CHEVROLET	K-1500	PICKUP TRUCK	3GCEK14Z56G214788	121330	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
TPA054	2008	TOYOTA	YARIS	SMALL SEDAN	JTDJ1923485219520	111189	**Scheduled for Decommission
TSJ005	2008	CHEVROLET	K-3500 EXT	UTILITY TRUCK	1GCJK39KX8E191431	132881	**Scheduled for Decommission
TSJ103	2002	FORD	F-250 EXT	UTILITY TRUCK	1FDXN20L52EA91131	205041	**Scheduled for Decommission
TSJ414	2004	CHEVROLET	C-2500 EXT	UTILITY TRUCK	1GCHC29J04E357893	187235	Age, mileage, and Engine
TSJ415	2005	CHEVROLET	K-2500 EXT	UTILITY TRUCK	1GBHK29U45E223901	201954	**Scheduled for Decommission
TSJ416	2006	FORD	F-250 EXT	UTILITY TRUCK	1FD5X21516EC45522	144223	**Scheduled for Decommission
WAA032SM	2005	CHEVROLET	BLAZER	MID SIZE SUV	1GNCS13X66K113962	94830	**Scheduled for Decommission
WCA079	2009	FORD	ESCAPE	COMPACT SUV	1FMCU92799KB31103	131304	Accident Damage-Front End
WCA500	2005	FORD	TAURUS	MID SIZE SEDAN	1FAFP53U96A230094	100391	Age, mileage, and Trans
WCU101	2012	FORD	F-150	PICKUP TRUCK	1FTMF1CF9CFC04092	90661	**Scheduled for Decommission
WCU112	2012	FORD	F-150	PICKUP TRUCK	1FTMF1CF1CFB96571	103598	**Scheduled for Decommission
WCU298	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W19KA75062	103680	**Scheduled for Decommission
WCU302	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W49KA75055	100600	**Scheduled for Decommission
WCU303	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W69KA75056	151947	**Scheduled for Decommission
WCU313	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W59KA75050	96342	**Scheduled for Decommission
WCU314	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W99KA75044	84589	**Scheduled for Decommission
WCU317	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W99KA75049	96518	**Scheduled for Decommission
WCU318	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W79KA75051	138573	Age, mileage, and repairs
WCU323	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W69KA75042	133960	**Scheduled for Decommission
WCU505	2008	FORD	F-150	PICKUP TRUCK	1FTRF122X8KD34837	111493	**Scheduled for Decommission
WDB003	2001	CHEVROLET	P-42	STEP VAN	5T4HP1RX13328845	68683	Age, mileage, and repairs
WDB118	2006	DODGE	SPRINTER (D9)	CARGO VAN	WD0PD544565960785	75103	**Scheduled for Decommission
WDC208	2002	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	20945	688 hrs	**Scheduled for Decommission
WDC310	2001	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	21137	575 hrs	**Scheduled for Decommission
WDC216	2004	SULLIVAN	D250Q	TRAILER MOUNTED COMPRESSOR	23376	871 hrs	Accident Damage
WDC944	2002	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	21885	1087 hrs	**Scheduled for Decommission
WDE001	2000	KOMATSU	PC150	TRACKED EXCAVATOR	K32192	2566 hrs	**Scheduled for Decommission
WDH613	1999	FORD	555E (FORD)	WHEELER LOADER/BACKHOE	31013584	4994 hrs	Age, mileage, and repairs
WDH614	1999	KUBOTA	L235	WHEELER LOADER/BACKHOE	64663	1603 hrs	**Scheduled for Decommission
WDH620	2001	FORD	555GP2	WHEELER LOADER/BACKHOE	31028174	4694 hrs	Age, mileage, and repairs
WDH730	2007	CASE	590SM2	WHEELER LOADER/BACKHOE	N7C431717	4146 hrs	Age, mileage, and repairs
WDJ410	2010	FORD	F-450 C/C	UTILITY TRUCK	1FDAW4GR4AE16863	115499	**Scheduled for Decommission
WDJ609	2007	FORD	F-450	UTILITY TRUCK	1FDXF46P97EA47187	122291	**Scheduled for Decommission
WDJ611	2007	FORD	F-450	UTILITY TRUCK	1FDXF46P27EA47189	150182	**Scheduled for Decommission
WDJ613	2007	FORD	F-450	UTILITY TRUCK	1FDXF46P77EA6780	184334	**Scheduled for Decommission
WDJ616	2006	FORD	F-450	UTILITY TRUCK	1FDXF46P77EA47186	134414	**Scheduled for Decommission
WDJ617	2007	FORD	F-450	UTILITY TRUCK	1FDXF46P77EA6780	155208	**Scheduled for Decommission
WDJ622	2007	FORD	F-550	UTILITY TRUCK	1FDAF57P17EB11541	131228	**Scheduled for Decommission
WDJ712	2007	FORD	F-550 C/C	UTILITY TRUCK	1FDAS7R28EB07341	132236	**Scheduled for Decommission
WDJ824	1999	FREIGHTLINER	FL80	CRANE TRUCK	1FVXJLAB9X977963	43950	**Scheduled for Decommission
WDJ829	2000	FREIGHTLINER	FL70	UTILITY TRUCK	1FV6HJAA8YHG23337	20383	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
WDU840	2000	CHEVROLET	C-3500	UTILITY TRUCK	1GBKC34F2YF492916	105157	**Scheduled for Decommission
WDU841	2001	INTERNATIONAL	4700	UTILITY TRUCK	1HTSCAAN41H389067	88852	**Scheduled for Decommission
WDU846	2002	INTERNATIONAL	4700	UTILITY TRUCK	1HTSCAAN42H555671	97633	**Scheduled for Decommission
WDQ425	2003	TARGET	PRO 65 III	CONCRETE SAW	389247	390 hrs	**Scheduled for Decommission
WDU600	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX148X9KB12041	131946	**Scheduled for Decommission
WDU602	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX14839KB12043	110010	**Scheduled for Decommission
WDU603	2009	FORD	F-250	PICKUP TRUCK	1FTSF20R99EA97863	95811	**Scheduled for Decommission
WDU815	2008	CHEVROLET	C-1500	PICKUP TRUCK	1GCCE14C782200369	100074	**Scheduled for Decommission
WDU821	2009	FORD	F-150	PICKUP TRUCK	1FTRF12S68KE25166	136524	**Scheduled for Decommission
WDU822	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W29KA68718	93623	**Scheduled for Decommission
WDY950	2009	HUDSON	HCB-10	FLAT BED TRAILER	10H-HBC10291000009		**Scheduled for Decommission
WDZ911N	1972	FORD	555CP2	ARC WELDER GENERATOR	72-643444		Age, mileage, and repairs
WDZ923	2002	INGERSOL RAND	TC13	RIDING ROLLER	170919	160 hrs	**Scheduled for Decommission
WEA057	2002	CHEVROLET	BLAZER	MID SIZE SUV	1GNCS13WXX2K218880	55487	**Scheduled for Decommission
WEA058	2004	CHEVROLET	SUBURBAN	FULL SIZE SUV	3GNKG26L54G122456	116961	**Scheduled for Decommission
WEU102	2011	FORD	F-150 C/C	PICKUP TRUCK	1FTFX1CF0BF21576	121319	**Scheduled for Decommission
WEU147	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W09FA88391	103359	**Scheduled for Decommission
WEU148	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W29FA88392	114658	**Scheduled for Decommission
WEU151	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W89FA88395	114233	**Scheduled for Decommission
WEU152	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W39FA88396	159538	**Scheduled for Decommission
WEU153	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W19FA88397	128674	**Scheduled for Decommission
WEU155	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W59FA88399	108944	**Scheduled for Decommission
WEU156	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W89FA88400	127703	**Scheduled for Decommission
WEU157	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12WXX9FA88401	172499	**Scheduled for Decommission
WEU158	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W19FA88402	130391	**Scheduled for Decommission
WEU160	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W59FA88404	105994	**Scheduled for Decommission
WEU162	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12W99FA88406	140259	**Scheduled for Decommission
WEU306	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W19KA75059	93331	**Scheduled for Decommission
WEU433	2008	FORD	RANGER	PICKUP TRUCK	1FTYR14U98PA83295	96825	**Scheduled for Decommission
WEU434	2008	FORD	RANGER	PICKUP TRUCK	1FTYR14U08PA83296	110223	**Scheduled for Decommission
WEU435	2008	FORD	RANGER	PICKUP TRUCK	1FTYR14U28PA83297	108840	**Scheduled for Decommission
WEU436	2009	FORD	F-150 EXT	PICKUP TRUCK	1FTRX12WX8FB55979	91396	**Scheduled for Decommission
WEU504	2005	FORD	F-150 EXT	PICKUP TRUCK	1FTRX14W35NB16584	141377	**Scheduled for Decommission
WFLU032N	2005	FORD	F-150	PICKUP TRUCK	1FTRF12205NA99150	105297	**Scheduled for Decommission
WFLU033N	2005	FORD	F-150	PICKUP TRUCK	1FTRF12285NB16583	102694	**Scheduled for Decommission
WSA029	2006	CHEVROLET	SUBURBAN	FULL SIZE SUV	3GNKG26L56G211284	102255	**Scheduled for Decommission
WSB006	2003	CHEVROLET	G-2500	CARGO VAN	1GCGG25U731210904	77309	**Scheduled for Decommission
WSC400	1994	INGERSOL RAND	RX55	TRAILER MOUNTED COMPRESSOR	243177VAE328	1492 hrs	**Scheduled for Decommission
WSC500	2008	SULLAIR	225H	TRAILER MOUNTED COMPRESSOR	200811140090	363 hrs	Age, mileage, and repairs
WSC918	2002	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	22027	1125 hrs	**Scheduled for Decommission
WSD500	2006	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR86H342839	112846	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
WSD601	2006	FORD	F-650	DUMP TRUCK	3FFRW66586V372113	163301	**Scheduled for Decommission
WSD602	2006	FORD	F-650	DUMP TRUCK	3FFRW66586V372114	109018	**Scheduled for Decommission
WSD603	2006	FORD	F-650	DUMP TRUCK	3FFRW66586V372115	141255	**Scheduled for Decommission
WSE860	2008	HYUNDAI	R80-7A	TRACKED EXCAVATOR	N10310018	6893 hrs	**Scheduled for Decommission
WSE861	2008	HYUNDAI	R80-7A	TRACKED EXCAVATOR	N10310011	6983 hrs	**Scheduled for Decommission
WSJ200	2010	FORD	F-250	UTILITY TRUCK	1FDSF2AR5AE432880	244367	**Scheduled for Decommission
WSJ501	2010	FORD	F-550	UTILITY TRUCK	1FDAF6GR1EA02277	200248	**Scheduled for Decommission
WSJ617	2007	FORD	F-450	UTILITY TRUCK	1FDXF48P57EA47185	138499	**Scheduled for Decommission
WSJ709	2008	FORD	F-450	UTILITY TRUCK	1FDXF47R98EB07342	136084	**Scheduled for Decommission
WSJ711	2008	FORD	F-450	UTILITY TRUCK	1FDXF46R98EB07343	109133	**Scheduled for Decommission
WSJ872	2000	CHEVROLET	K-3500 C/C	UTILITY TRUCK	1GBHK33J7F488895	159598	**Scheduled for Decommission
WSJ876	2002	INTERNATIONAL	4700	UTILITY TRUCK	1HTSCAAN62H51895	126115	**Scheduled for Decommission
WSJ855	2001	NEW HOLLAND	T-SERIES	UTILITY TRACTOR	G501283	2170 hrs	**Scheduled for Decommission
WSJ856	2001	JOHN DEERE	4610	UTILITY TRACTOR	465087	695 hrs	**Scheduled for Decommission
WSU209	2005	FORD	F-150	PICKUP TRUCK	1FTRF12265NB79018	103110	**Scheduled for Decommission
WSU210	2005	FORD	F-150	PICKUP TRUCK	1FTRF12215NB79055	103723	**Scheduled for Decommission
WSU211	2005	FORD	F-150	PICKUP TRUCK	1FTRF12285NB64147	205200	**Scheduled for Decommission
WSU213	2005	FORD	F-150	PICKUP TRUCK	1FTRF12205NB00412	89601	**Scheduled for Decommission
WSU215	2005	FORD	F-150	PICKUP TRUCK	1FTRF12205NB76926	86004	**Scheduled for Decommission
WSJ974	2002	SRECO	HMS16TR	SEWER RODDER	4H8B16261022526		**Scheduled for Decommission
WSX060	1993	N/A	N/A	MOWER	SERIAL		**Scheduled for Decommission
WSX061	1994	N/A	N/A	MOWER	SERIAL		**Scheduled for Decommission
WSX062	1993	SMOKE GENE	RATOR	BLOWER	UNKNOWN		**Scheduled for Decommission
WSY001	2000	VINTAGE	VC610	FLAT BED TRAILER	5BWUJ1013Y2001027		**Scheduled for Decommission
WSZ145	2002	TARGET	PRQ 65 III	CONCRETE SAW	362333	339 hrs	**Scheduled for Decommission
WSZ161	2006	SOLAR TECH INC	SILENT SENTINEL	TRAILER MOUNTED ARROW BOARD	52146L		Accident Damage
WSZ810	1992	MAGNETEK	RD2500	SKID MOUNTED GENERATOR	BK06T624	65 hrs	**Scheduled for Decommission
WSZ811	1994	N/A	N/A	SKID MOUNTED GENERATOR	355242		**Scheduled for Decommission
WWA030	2008	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	1FMCU59H38K875474	34925	**Scheduled for Decommission
WWA503	2004	CHEVROLET	BLAZER	MPV SIZE SUV	1GNDT13X94K165344	79966	**Scheduled for Decommission
WWB042	2006	CHEVROLET	G-2500	CARGO VAN	1GCGG25VX61127206	152217	**Scheduled for Decommission
WWB043	2006	CHEVROLET	G-2500	CARGO VAN	1GCGG25V061209736	152704	**Scheduled for Decommission
WWC915	1986	SULLIVAN	DO185G4	TRAILER MOUNTED COMPRESSOR	UNKNOWN	109 hrs	**Scheduled for Decommission
WWC916	1993	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	11947	631 hrs	**Scheduled for Decommission
WWJ200	1997	FORD	F-350	UTILITY TRUCK	1FDJF37HV0EB74091	26414	**Scheduled for Decommission
WWJ201	2000	FORD	F-250 EXT	UTILITY TRUCK	1FDNX20L0YEB51101	36211	**Scheduled for Decommission
WWJ211	2003	CHEVROLET	C-2500	UTILITY TRUCK	1GBGQ24U83Z271181	31339	**Scheduled for Decommission
WWJ303	2000	STERLING	CF7000	CRANE TRUCK	2FZHAJAB6YAG92938	12146	**Scheduled for Decommission
WWL664	2002	KUBOTA	R420S	SKID STEER LOADER	11215	1779 hrs	**Scheduled for Decommission
WWNB54	2000	SCAG	STT61A-25CH	RIDING MOWER	5450673	1133 hrs	**Scheduled for Decommission
WWT500	1979	CASE	380 CASE	UTILITY TRACTOR	1101904	2055 hrs	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
WWW7603	1991	NEW HOLLAND	AL412A	UTILITY TRACTOR	UL31355	2724 hrs	**Scheduled for Decommission
WWWU044	2000	FORD	F-150	PICKUP TRUCK	1FTRF17W0VNA61918	109290	**Scheduled for Decommission
WWWU054	2003	FORD	F-150	PICKUP TRUCK	2FTRF17253CB00059	167788	**Scheduled for Decommission
WWWU060	2006	FORD	F-150	PICKUP TRUCK	1FTRF12216NA66487	104622	**Scheduled for Decommission
WWWU061	2006	FORD	F-150	PICKUP TRUCK	1FTRF12236NA66488	47363	**Scheduled for Decommission
WWWU112	2001	CHEVROLET	S-10	PICKUP TRUCK	1GCCS19W118156085	84518	**Scheduled for Decommission
WWWU114	2005	CHEVROLET	COLORADO	PICKUP TRUCK	1GCCS196388200822	84997	**Scheduled for Decommission
WWWU115	2005	CHEVROLET	COLORADO	PICKUP TRUCK	1GCCS14X752290203	95119	**Scheduled for Decommission
WWWU1705	2005	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCEC14X752290203	120236	**Scheduled for Decommission
WWWU2105	2005	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCHK29285E276837	145206	**Scheduled for Decommission
WWWU3702	2002	FORD	F-150 EXT	PICKUP TRUCK	1FTRX18W92NB24047	135572	**Scheduled for Decommission
WWWU4604	2004	CHEVROLET	SILVERADO	PICKUP TRUCK	1GBJK34244E272303	159020	**Scheduled for Decommission
WWWY655	1982	HUDSON	HSE12	FLAT BED TRAILER	10HHT1609C1000011		**Scheduled for Decommission
WWWZ005	2005	JCB	940 RTFL	FORKLIFT	824655	1700 hrs	**Scheduled for Decommission
WWWZ006	2009	LANDA	PGHW5-3000	TRAILER MOUNTED PRESSURE WASHER	P0200-36995		**Scheduled for Decommission
Various other small tools and equipment							
** Note: Listed vehicles and equipment are scheduled for disposal, pending final decommissioning.							

NORTH CAROLINA

MECKLENBURG COUNTY

**DELEGATION OF AUTHORITY
TO TRANSFER TITLES**

Rex E. Dye and/or Kay Elmore are hereby authorized to execute on behalf of City of Charlotte such documents as may be necessary to evidence the transfer of titles for the specific vehicles declared as surplus by the City Manager upon the sale of said vehicles at the date and time set forth below:

Date: September 16, 2017 at 9am

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the _____ day of _____, 2017.

Signature: _____

Title: _____

August 28, 2017

Resolution Book 48, Page 426

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

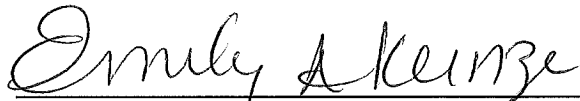
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 28th day of August 2017 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 426-427.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.



Emily A. Kunze, Deputy City Clerk, NCCMC



Taxpayers and Refunds Requested

ADVANCE RESOURCES LLC	\$	4.01
GLANDON CAPITAL GROUP LLC	\$	71.88
GLANDON CAPITAL GROUP LLC	\$	2.57
HITACHI DATA SYSTEMS	\$	620.44
RUSH TRUCK LEASING CHARLOTTE	\$	18,625.57
UNIQUE DESIGN SURFACES	\$	155.93
	\$	<u>19,480.40</u>

August 28, 2017

Resolution Book 48, Page 428

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **511 SOUTH MAIN STREET SANITARY SEWER PROJECT**;

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **511 SOUTH MAIN STREET SANITARY SEWER PROJECT** and estimated to be **641 square feet (.015 acre) of sanitary sewer easement and 5,513 square feet (.127 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: **007-051-22**, said property currently owned by **JOHN LECONTE CATHEY and spouse, if any**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

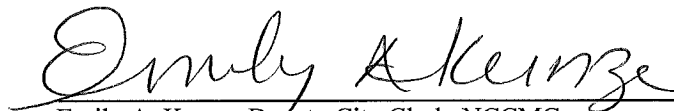
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

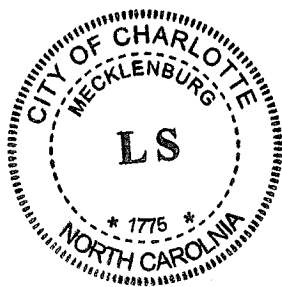
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 428.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.


Emily A. Kunze, Deputy City Clerk, NCCMC



A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **511 SOUTH MAIN STREET SANITARY SEWER PROJECT**;

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **511 SOUTH MAIN STREET SANITARY SEWER PROJECT** and estimated to be **2,218 square feet (.051 acre) of sanitary sewer easement and 6,266 square feet (.144 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: **007-051-17**, said property currently owned by **WILLIAM RICHARD GRIFFITH; CHARLOTTE UPRIGHT GRIFFITH**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

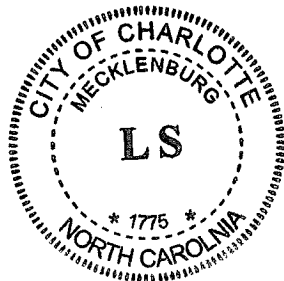
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

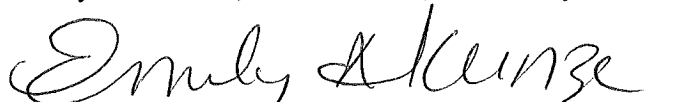
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 429.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.




Emily A. Kunze, Deputy City Clerk, NCCMC

August 28, 2017

Resolution Book 48, Page 430

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **ROCKY RIVER ROAD IMPROVEMENT PROJECT**;

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **ROCKY RIVER ROAD IMPROVEMENT PROJECT** and estimated to be **32,206 square feet (.739 acre) of fee-simple area** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 049-222-71; 049-222-69; 049-222-68, and 049-222-70, said property currently owned by **ADAMS HOMES AEC, LLC**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:


Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of August, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 430.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of August, 2017.



Emily A. Kunze, Deputy City Clerk, NCCMC

