

RESOLUTION CLOSING A PORTION OF AN ALLEYWAY OFF OF WEST WORTHINGTON AVENUE IN  
THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

---

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a portion of an alleyway of off West Worthington Avenue which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a portion of an alleyway off of West Worthington Avenue to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, the public hearing was held on the 22<sup>nd</sup> day of October, 2018, and City Council determined that the closing of a portion of an alleyway of off West Worthington Avenue is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

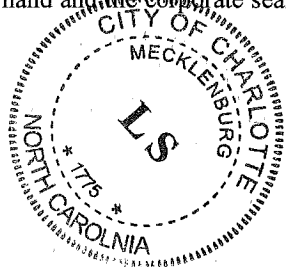
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of October 22, 2018, that the Council hereby orders the closing of a portion of an alleyway of off West Worthington Avenue in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A", and is more particularly described by metes and bounds in the document marked "Exhibit B", all of which are attached hereto and made a part hereof.

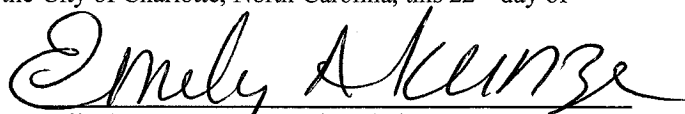
BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 251-253.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC

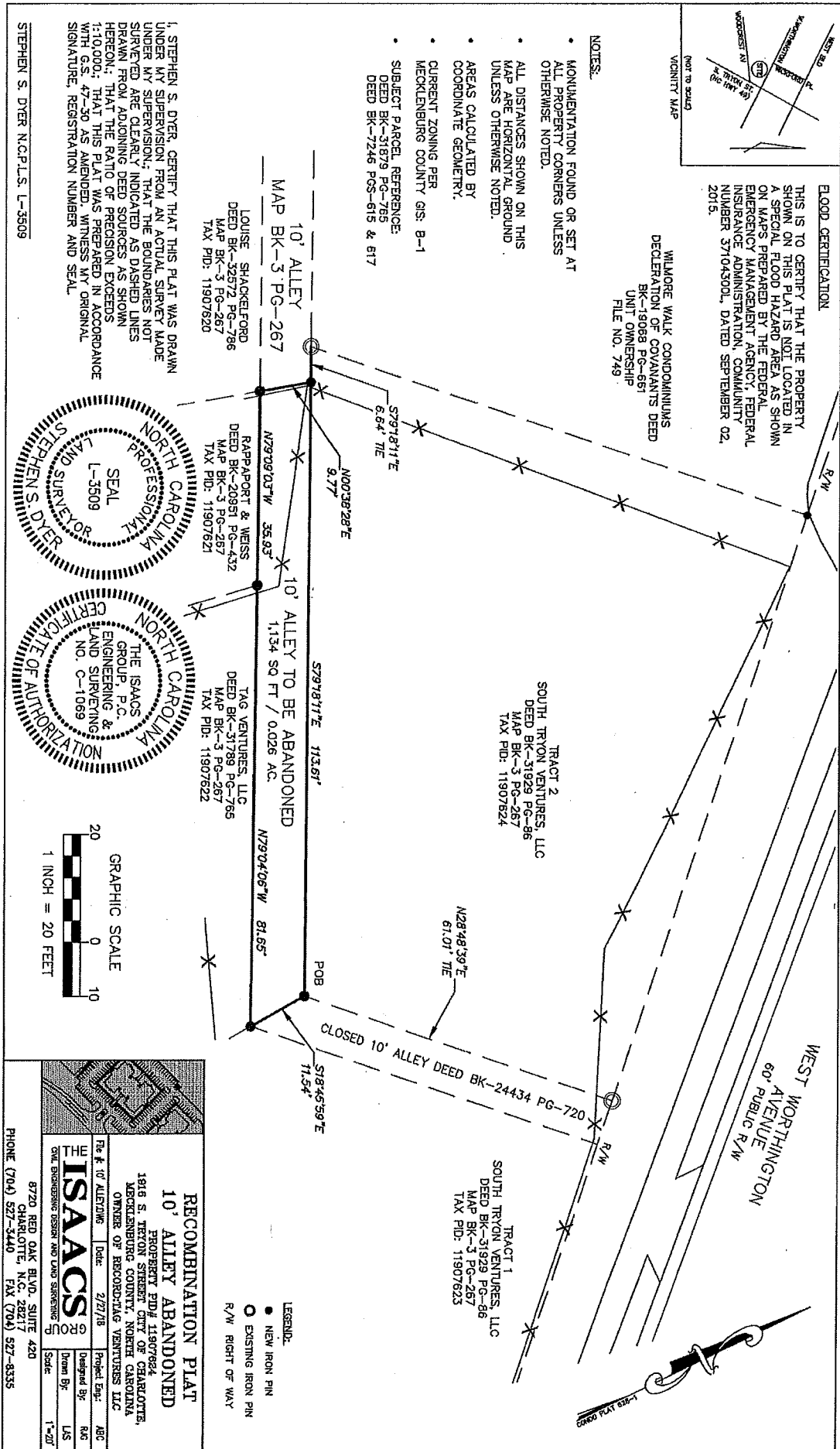


EXHIBIT B

10' ALLEY METES AND BOUNDS DESCRIPTION

BEGINNING AT AN #4 REBAR SET, THE COMMON REAR CORNER OF TRACT 2 SOUTHERN TRYON VENTURES, LLC. PROPERTY (DEED BK-31929 PG-86) AND A CLOSED 10' ALLEY (DEED BK-24434 PG-720). SAID POINT ALSO BEING S28°48'39"W 61.01' FROM A #4 REBAR FOUND IN THE SOUTHEASTERLY RIGHT OF WAY OF WEST WORTHINGTON AVENUE; THENCE WITH THE CLOSED ALLEY S18°45'59"E 11.54' TO A #4 REBAR SET, A COMMON CORNER OF TAG VENTURES, LLC PROPERTY ( DEED BK-31789 PG-267); THENCE TURNING AND RUNNING WITH SAID TAG VENTURES PROPERTY N79°04'06"W 81.65' TO A #4 REBAR SET, A COMMON CORNER OF RAPPAPORT & WEISS PROPERTY (DEED-BK-20951 PG-432); THENCE WITH SAID RAPPAPORT & WEISS PROPERTY N79°09'03"W 35.93' TO A #4 REBAR SET, A COMMON CORNER OF SHACKELFORD PROPERTY(DEED BK-32572 PG-786), THENCE WITH A NEW LINE N00°38'28"E 9.77' TO A #4 REBAR SET IN THE SOUTHERLY LINE OF SAID TRACT 2; THENCE TURNING AND RUNNING WITH SAID TRACT 2 S79°18'11"E 113.61' TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.026 ACRES

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA ON OCTOBER 22, 2018**

A motion was made by Councilmember Winston and seconded by Councilmember Harlow 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 the Interstate 77 Corridor Study to be conducted by the Charlotte Regional Transportation Planning Organization (CRTPO); and

WHEREAS, the Municipal Agreement provides for reimbursement not to exceed \$2,000,000 for a period of two years; and,

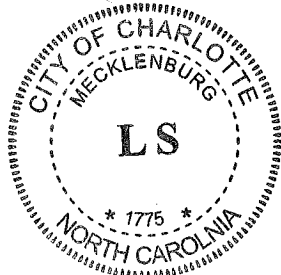
WHEREAS, the format and cost sharing philosophy is consistent with past Municipal Agreements; and,

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Key Business Executive of the Charlotte Department of Transportation to execute a municipal agreement with the NCDOT for the City to reimburse up to \$2,000,000 for the Interstate 77 Corridor Study, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 254-254\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON OCTOBER 22, 2018**

A motion was made by Councilmember Egleston and seconded by Councilmember Harlow 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 2019; and,

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

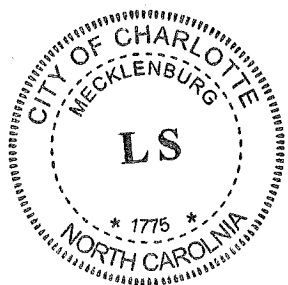
WHEREAS, the City Manager and City Clerk are hereby empowered to sign and execute the Agreement with the North Carolina Department of Transportation.

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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 255-255O.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



*Emily A. Kunze*  
\_\_\_\_\_  
Emily A. Kunze, Deputy City Clerk, NCCMC

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT -  
FEDERAL

MECKLENBURG COUNTY

DATE: 8/23/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: M-0528CB

AND

WBS Element: 48232.3.2

CITY OF CHARLOTTE

OTHER FUNDING: \_\_\_\_\_

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$2,000,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Charlotte, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of State Planning and Research (SPR) funds to be available for certain specified transportation activities; and,

WHEREAS, the Charlotte Regional Transportation Planning Organization (CRTPO) has requested federal funding for the I-77 Study, hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, the City of Charlotte is the Lead Planning Agency for CRTPO and will act as the fiscal agent for the Project; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,600,000 for the Project; and,

WHEREAS, the Department has allocated additional state funding to provide the non-federal match of \$400,000; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## **1. GENERAL PROVISIONS**

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

### **AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

### **LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

### **PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of producing a study to guide the decision-making process for planning, financing, and implementing major transportation improvements along the I-77 sub-area from I-40



south to the South Carolina state line. The study would assess the need for improved regional service of the transportation system along the I-77 corridor and clearly define a general feasible improvement plan to address those needs. The goal would be to determine a framework for informed decision making on major transportation investments and serve as a catalyst for decision making regarding the corridor's opportunities and objectives.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Study of the I-77 Corridor

as further set forth in this Agreement.

### 3. FUNDING

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent (80%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Six Hundred Thousand Dollars (\$1,600,000), and an additional twenty percent (20%) of eligible expenses up to Four Hundred Thousand Dollars, as detailed in the FUNDING TABLE below. The Municipality shall provide all costs that exceed the total available funding.

**FUNDING TABLE**

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$ (State)	Non-Federal Match Rate
SPR – FY19	\$800,000	80%	\$200,000	20%
SPR – FY20	\$800,000	80%	\$200,000	20%
<b>Total Available Funding</b>			<b>\$2,000,000</b>	

### 4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal funds. Completion for this Agreement is defined as completion of all activities related to the study, acceptance of the project, and submission of a final reimbursement package to the Department.

If the Municipality fails to meet the milestone, then the Municipality must request additional time and the Department may, but is not required to, approve any extensions. A supplemental agreement must be executed to document any time extensions. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

## **5. FUNDING AUTHORIZATION**

Upon receipt of an executed agreement, the Department will authorize funds and shall issue a Notice to Proceed to the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## **6. PROCUREMENT OF MATERIALS AND SERVICES**

### **PROCUREMENT POLICY**

When procuring professional services, the Municipality must adhere to the following, as applicable:

- Title 2 Code of Federal Regulations Part 200.318;
- Title 23 of the Code of Federal Regulations, Part 172;
- Title 40 United States Code, Chapter 11, Section 1101-1104;
- NCGS 143-64, Parts 31 and 32;
- TPD's *Procurement of Consultant Services by MPO* procedure;
- The Department's *Small Professional Service Firm (SPSF) Program Guidelines*;
- The Department's *Policies and Procedures for Major Professional or Specialized Services Contracts* for contracts valued at or above \$50k; and,
- The Department's *Local Programs Management Handbook* for professional service contracts valued under \$50k.

Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legsregs/legislat.html](http://www.fhwa.dot.gov/legsregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed. The Department will only reimburse up to the amounts approved by External Audit, regardless of the dollar amount agreed to by the Municipality in any executed contracts.

## **7. PROJECT DELIVERY**

The Municipality shall be responsible for all phases of project delivery for the Project, including solicitation and administration of consultant contracts.

The Municipality shall include the Transportation Planning Division (TPD) staff in the following:

- All phases of project development
- All steering committee meetings
- All sub-committee meetings, if applicable
- All public input opportunities

The Municipality shall submit a draft version of the study to TPD for review and comment. The Municipality and their consultant shall address TPD staff's comments prior to the Municipality's approval of the draft study. The Municipality shall make the final product or study report available online via the MPO's website.

## **8. NOTICES AND CONTACT INFORMATION**

Any notices or other communications required under this Agreement shall be addressed to the representatives for each party as set forth below and sent by overnight mail, hand delivery, US Mail, or via e-mail if receipt is acknowledged by recipient.

**NCDOT**

Brian Wert  
Systems Planning and Unit Head  
Transportation Planning Division  
1554 Mail Service Center  
Raleigh, NC 27699-1554  
919-707-0974  
[bmwert@ncdot.gov](mailto:bmwert@ncdot.gov)

**CITY OF CHARLOTTE**

Candice Rorie, PE  
Transportation Planning Engineer  
Charlotte Regional Transportation Planning Organization  
600 East Fourth Street (8<sup>th</sup> Floor)  
Charlotte, NC 28202-2853  
[clrorie@charlottenc.gov](mailto:clrorie@charlottenc.gov)

**9. REIMBURSEMENT**

**SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include:

- Development of I-77 Corridor Study

**REIMBURSEMENT GUIDANCE**

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ([www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm)) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm). Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

**REIMBURSEMENT LIMITS**

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

#### **BILLING THE DEPARTMENT**

- **PROCEDURE**

All invoices must be submitted and processed for payment as specified in the TPD's *MPO Administration – Process MPO Invoices* procedure. Supporting documentation in the form of a progress report and description of work accomplished in time period stated in each invoice shall accompany each invoice. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **TIME FRAME FOR INVOICE SUBMITTAL**

The Municipality shall initially fund one hundred percent (100%) of the Project's costs and seek reimbursement, at least quarterly, at the agreed-upon reimbursement rate from the Department's federal funding and non-federal match.

- **TIMELY SUBMITTAL OF INVOICES**

Failure to submit quarterly invoices places federal funds at risk of deobligation. Should federal funds be deobligated due to the Municipality's lack of invoicing the Department, the Department and FHWA shall not be obligated to reimburse the Municipality for

expenses invoiced after the deobligation, even if those expenses occurred during a time period when the project was authorized.

▪ **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

## **10. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly and final reports as specified in the TPD's *MPO Administration – Process MPO Invoices* procedure, currently located at [https://connect.ncdot.gov/projects/planning/TransPlanManuals/Process%20MPO\\_invoices.pdf](https://connect.ncdot.gov/projects/planning/TransPlanManuals/Process%20MPO_invoices.pdf).

### **PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## **11. TERMINATION OF AGREEMENT**

If the Municipality decides to terminate the Agreement without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Agreement.

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If the Municipality and the Department mutually decide to terminate the Agreement, the costs expended to date by the Municipality will be reimbursed with the available funding.

If the Department terminates the Agreement for cause, then the Municipality may be liable for reimbursement of expended funds.

## **12. OTHER PROVISIONS**

### **REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

### **DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

### **TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.



#### **OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Surface Transportation Program funds and obligations as approved by the Department under the terms of this Agreement.

#### **AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### **IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

#### **AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

#### **REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

#### **USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

#### **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

#### **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

#### **FACSIMILE SIGNATURES**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

#### **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

### **13. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF CHARLOTTE  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NCGS 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.

Approved by \_\_\_\_\_ of the City of Charlotte as attested to by the signature of \_\_\_\_\_ Clerk of the \_\_\_\_\_ on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
City of Charlotte

Remittance Address:

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

**CHARLOTTE, NORTH CAROLINA  
CITY COUCIL**

**RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
TO PROVIDE MONITORING AND ANALYSIS SERVICES**

WHEREAS, North Carolina General Statute §160A-461 and North Carolina General Statute §153A-445 authorize units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the City of Charlotte and Mecklenburg County wish to enter into the attached Interlocal Agreement to Provide Monitoring and Analysis Services (the "Interlocal Agreement") under which Mecklenburg County will provide surface water analytical monitoring, sediment monitoring, and real-time monitoring of source water for Charlotte Water in the manner described in the Interlocal Agreement.

**NOW THEREFORE BE IT RESOLVED** that the Charlotte City Council hereby:

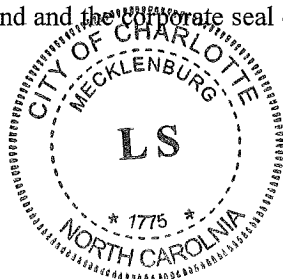
1. Approves and ratifies the attached Interlocal Agreement; and
2. Authorizes the City Manager to execute the Interlocal Agreement in substantially the form presented to City Council with technical corrections and minor modifications as he may deem necessary consistent with the spirit and intent of the transactions; and
3. Authorizes the City Manager to take all actions contemplated by the Interlocal Agreement, including such amendments as are permitted therein; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

Approved this 22<sup>nd</sup> day of October 2018

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 256-256\_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion Sam Neely Road the City of Charlotte, Mecklenburg County, North Carolina**

Whereas, **Westinghouse Real Estate Development, LLC** has filed a petition to close a portion of an alleyway off of Sam Neely Road in the City of Charlotte; and

Whereas, a portion of Sam Neely Road is a residual portion of an unused 60-foot wide right-of-way in a eastward direction of approximately 360+/- feet to its terminus, and consisting of 62,623 square feet, as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of October 22<sup>nd</sup>, 2018, that it intends to close a portion of an alleyway off of Sam Neely Road and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 26<sup>th</sup> day of November, 2018, in CMGC meeting chamber, 600 East 4<sup>th</sup> Street, Charlotte, North Carolina.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 257.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE an unopened alleyway off of Spencer Street** the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Carolina Cottage Homes, LLC** has filed a petition to close a portion of an alleyway off of Spencer Street in the City of Charlotte; and

Whereas, an unopened alleyway off of Spencer Street is a 10-foot wide right-of-way beginning at Spencer Street heading in a southeastern direction of approximately 300+/- feet to its terminus, and consisting of 2,837 square feet, as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

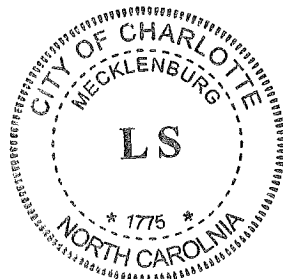
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of October 22<sup>nd</sup>, 2018, that it intends to close a portion of an alleyway off of Spencer Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 26<sup>th</sup> day of November, 2018, in CMGC meeting chamber, 600 East 4<sup>th</sup> Street, Charlotte, North Carolina.

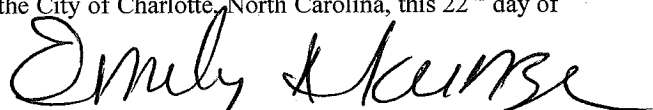
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 258.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC

**CHARLOTTE CITY COUNCIL**

**Resolution Authorizing Sale of Personal Property by Electronic Auction**

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

Whereas, the City Manager has recommended that the property - (2) Alfa Laval Sharples DC-906 Centrifuges, be declared as surplus and sold at electronic auction; now therefore,

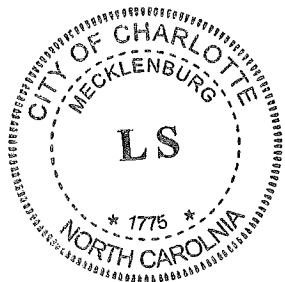
Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by electronic auction beginning on or near November 5, 2018 at 8am and ending December 10, 2018 at 4pm (2) Alfa Laval Sharples DC-906 Centrifuges, located at the City's McAlpine Creek, WWMF, 1207 Lancaster Hwy, Pineville, 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(c). 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(c).

Adopted on this 22<sup>nd</sup> day of October, 2018

**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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 259.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



A handwritten signature in cursive script that reads 'Emily A. Kunze'. The signature is written in black ink and is positioned above a horizontal line.

Emily A. Kunze, Deputy City Clerk, NCCMC



**RESOLUTION**

Extract from the minutes of a regular meeting of the Charlotte City Council held on October 22, 2018.

The following resolution was introduced by Egleston, seconded by Mayfield, considered and adopted.

Resolution authorizing, adopting, approving, accepting and ratifying the execution of the grant agreement for the North Carolina Department of Transportation Division of Aviation between the United States of America and the City of Charlotte, North Carolina.

Be it resolved, by the City Council of The City of Charlotte, North Carolina

SECTION 1. That said City Council hereby authorizes, adopts, approves, accepts and ratifies the execution of a Grant Agreement between the North Carolina Department of Transportation Aviation Division on behalf of the United States of America and the City of Charlotte, North Carolina

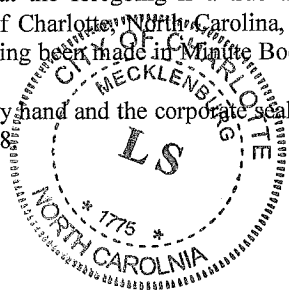
SECTION 2. That the Execution of said Grant Agreement in duplicate on behalf of said City Council by Brent Cagle, Aviation Director and the impression of the official seal of the City of Charlotte and the attestation by Stephanie Kelly; City Clerk is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3. That the Aviation Director is hereby authorized to execute payment requests under these Grant Agreements on behalf of said 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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 260. -260N.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

**GRANT AGREEMENT**

STATE AID TO AIRPORTS  
BETWEEN

**AIRPORT:** CHARLOTTE-DOUGLAS  
INTERNATIONAL

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

AND

**PROJECT NO:** 48138.3.1

**CITY OF CHARLOTTE**

This Agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF CHARLOTTE**, the public agency owning the **CHARLOTTE-DOUGLAS INTERNATIONAL AIRPORT** (hereinafter referred to as "Sponsor").

**WITNESSETH**

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **NOVEMBER 6, 2018** to the Department for State Financial Aid for the **CHARLOTTE-DOUGLAS INTERNATIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$500,000** not to exceed **100 percent** of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

**EXPAND WEST RAMP NEAR CONCOURSE A – PHASE 1**

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the 13th day of AUGUST 2020, unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

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

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook, unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) 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 grant agreement, 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, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NCDOT SEAL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation

ATTEST: \_\_\_\_\_

SPONSOR:

SPONSOR SEAL

SIGNED: Jack Christ

TITLE: CHIEF OPERATING OFFICER

ATTEST: Deanna King

STATE OF NORTH CAROLINA, COUNTY OF Mecklenburg

I, Alice G. Hunt, a Notary Public in and for the State aforesaid, do hereby certify that

Jack Christine personally came before me this day and acknowledged that he

is COO of the Charlotte Douglas International Airport  
(Title) (Sponsor)

(hereinafter referred to as "Sponsor"), and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by Deanna King, Executive Assistant of the Sponsor, and the  
(Name and Title)

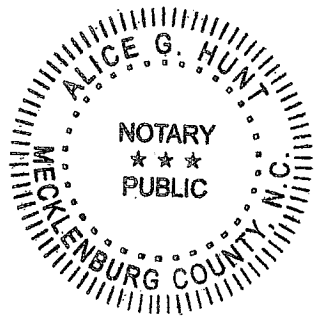
Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the 7th day of December, 2018.

Alice G. Hunt  
Notary Public (Signature)

My Commission expires: November 6, 2023

SEAL



**RESOLUTION**

A motion was made by COUNCIL MEMBER LARKEN EGLESTON and seconded by  
(Name and Title)

COUNCIL MEMBER LAWANA MAYFIELD for the adoption of the following resolution, and upon  
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$500,000 has been approved by the Department based on total estimated cost of \$500,000; and

WHEREAS, an amount equal to or greater than zero percent (0%) of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE AVIATION DIRECTOR  
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

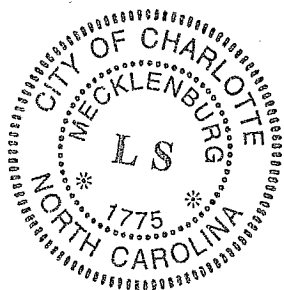
I, EMILY A KUNZE, DEPUTY CITY CLERK, of the  
(Name and Title)  
CHARLOTTE, NC CITY COUNCIL do hereby certify that  
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the  
CHARLOTTE, NC CITY COUNCIL of a meeting  
(Sponsor)

duly and regularly held on the 22 day of OCTOBER, 20 18.

This, the 12 day of DECEMBER, 20 18.

SPONSOR SEAL



DOA FORM (12/10)

Signed: Emily A Kunze  
Title: Deputy City Clerk  
Of The: City of Charlotte City Council

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook.

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
  - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
  - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
  - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
  - b. Technical Specifications – electronic copies: MS Word File and PDF format
  - c. Final Engineers Report -- electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.



B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

B-12. The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

NCDOT Title VI Assurance (1050.2A, Appendices A & E)

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

**(1) Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(3) Solicitations for 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the US DOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (*USDOJ Title VI Legal Manual, VI(F)*)
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7)) Contractors and subrecipients comply with Title VI. (*23 CFR 200.9(b)(7)*)
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

**SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with The Compliance Supplement (Supplement) is based on the requirements of the 1996 Amendments and 2 CFR part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.

(3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AY-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:

a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List

b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.

(4) Additional information shall be provided as requested.

(5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.

(6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

**SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION**

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

**SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32**

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, 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:

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Revised 4/21/2017**

**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:

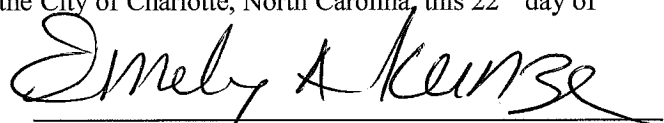
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time 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 22nd day of October 2018 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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 261-262.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC





**Taxpayers and Refunds Requested**

ADRASSE, MARIE LIMANE	\$	143.32
ADRASSE, MARIE LIMANE	\$	142.81
ADRASSE, MARIE LIMANE	\$	153.72
ADRASSE, MARIE LIMANE	\$	153.72
BEREWICK HOMEOWNERS ASSOCIATION INC .	\$	153.94
CASEY, THOMAS L &	\$	152.72
COLLINS, MATTHEW	\$	159.56
GOODING, DANIEL E	\$	219.91
J L INVESTMENT LLC, .	\$	14.58
J L INVESTMENT LLC, .	\$	15.61
PAGE, JACQUELINE H	\$	122.18
WELBORN, BETTY J	\$	227.24
	<u>\$</u>	<u>1,659.31</u>

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 **YELLOWSTONE ZEBULON STREET CONNECTIVITY PROJECT**; and

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 **YELLOWSTONE ZEBULON STREET CONNECTIVITY PROJECT** and estimated to be **241 square feet (.006 acre) of fee-simple area; 457 square feet (.01 acre) of storm drainage easement; 457 square feet (.01 acre) of waterline easement, and 4,190 square feet (.096 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. 071-143-35, said property currently owned by **KAY FRANCES FOX TAYLOR and spouse, if any; MECKLENBURG COUNTY TAX COLLECTOR**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

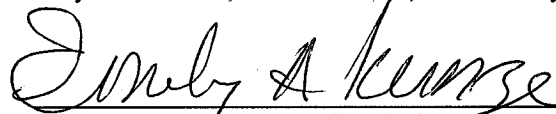
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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 22<sup>nd</sup> of October, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 263.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22<sup>nd</sup> day of October, 2018.

  
\_\_\_\_\_  
Emily A. Kunze, Deputy City Clerk, NCCMC

