

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2019**

A motion was made by Councilmember Egleston and seconded by Councilmember Phipps 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 2020; and,

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

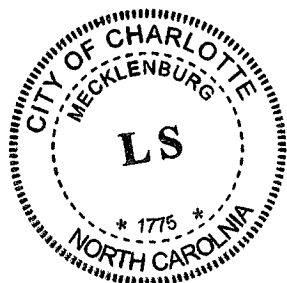
WHEREAS, the City Manager and City Clerk are hereby empowered to sign and execute the Agreement with the North Carolina Department of Transportation.

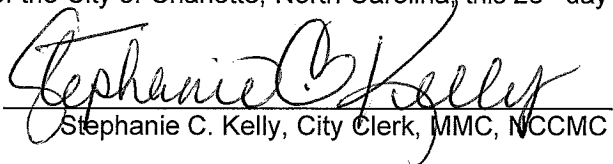
NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte Department of Transportation is hereby formally approved by the City Council of the City of Charlotte.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 267-294.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, NCCMC

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 on behalf of Charlotte Regional Transportation Planning Organization**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. 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. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. 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.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2019 to June 30, 2020**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

Scope of Project. The City of Charlotte, on behalf of the Charlotte Regional Transportation MPO, proposes to update the transit travel model while the transit system continues to monitor and update the Transit Corridor System Plan to provide ridership forecasts and project financial data.

- a. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- b. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

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**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Planning WBS	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.5.19.6	\$556,000	\$444,800	\$55,600	\$55,600
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$556,000	\$444,800	\$55,600	\$55,600

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. 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
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or 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 subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or 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 or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient 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 Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient 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.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, 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 be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient 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. 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.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" 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 Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient 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.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America 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 Subrecipient 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.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project

property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. 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 or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. 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 Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, 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 Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient 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.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient 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 Subrecipient, subconsultant or Subrecipient 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.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. 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:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____
Title: _____
Agency: _____
Email: _____
Phone: _____

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

**CITY OF CHARLOTTE
on behalf of Charlotte Regional
Transportation Planning
Organization**

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2020

BY: _____

TITLE:

Planning Manager

ATTEST: _____

TITLE: _____

DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE:

**DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

ATTEST: _____

TITLE: _____

Attachment
Certification Regarding Lobbying

The Subrecipient 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 Subrecipient 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.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 20-08-102
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 07/1/19

PROJECT SPONSOR: CITY OF CHARLOTTE
 PROJECT DESCRIPTION: FY2020 METROPOLITAN PLANNING GRANT PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I - 36230.5.19.6 \$556,000
 PERIOD OF PERFORMANCE JULY 01, 2019 - JUNE 30, 2020

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING - 36230.5.18.6	100%	80%	10%	10%
AGREEMENT	\$556,000	\$444,800	\$55,600	\$55,600
 TOTAL	 \$556,000	 \$444,800	 \$55,600	 \$55,600

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 20-08-102
SPONSOR: CITY OF CHARLOTTE
WBS: 36230.5.19.6

<u>DEPARTMENT 4526 - PLANNING I</u>		APPROVED
<u>OBJECT</u>	<u>TITLE</u>	<u>BUDGET</u>
M304	442301-L-RNG TRN PLN SYS	556,000
TOTAL PLANNING		\$ 556,000

May 27, 2008
Resolution Book 41, Page 332

RESOLUTION

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON MAY 27, 2008
AUTHORIZING THE FILING AND EXECUTION OF APPLICATIONS WITH
THE U.S. DEPARTMENT OF TRANSPORTATION, UNITED STATES OF
AMERICA, AND THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION FOR TRANSIT ASSISTANCE GRANTS UNDER THE
URBAN MASS TRANSPORTATION ACT OF 1964 AS AMENDED.**

A motion was made by Carter and seconded by
Mitchell for the adoption of the following Resolution and upon being put to
a vote was duly adopted:

WHEREAS, the Secretary of Transportation is authorized to make grants for mass
transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon
the applicant, including the provision by it of the local share of project costs;

WHEREAS, it is required by the U.S. Department of Transportation in accordance
with the provision of Title VI of Civil Rights Act of 1964, that in connection with the
filing of an application for assistance under the Urban Mass Transportation Act of
1964, as amended, the applicant give an assurance that it will comply with Title VI of
the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements
thereunder; and

WHEREAS, it is the goal of the Applicant that minority business enterprise be
utilized to the fullest extent possible in connection with this project, and that
definitive procedures shall be established and administered to ensure that minority
businesses shall have the maximum feasible opportunity to compete for contracts
when procuring construction contracts, supplies equipment contracts, or consultant
and other services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina:

1. That the City Manager or designee is authorized to execute and file applications
on behalf of the City of Charlotte with the U.S. Department of Transportation to
aid in the financing of transit assistance; and that the Chief Executive Officer of
the Charlotte Area Transit System is authorized to execute and file applications
with the North Carolina Department of Transportation, to aid in the financing of
transit assistance.
2. That the City Manager or designee is authorized to execute and file with such
applications an assurance or any other document required by the U.S.
Department of Transportation effectuating the purposes of Title VI of the Civil
Rights Act of 1964; and that the Chief Executive Officer or designee of the
Charlotte Area Transit System is authorized to execute and file with such
applications an assurance or any other document required by the North Carolina
Department of Transportation effectuating the purposes of Title VI of the Civil
Rights Act of 1964.


May 27, 2008
Resolution Book 41, Page 333

3. That the Chief Executive Officer of the Charlotte Area Transit System is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the project
4. That the City Manager or designee is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.
5. That the City Manager or designee is authorized to execute grant agreements and any amendments thereto on behalf of the City of Charlotte with the U.S. Department of Transportation for aid in the financing of the transit assistance projects; and that the Chief Executive Officer or designee is authorized to execute grant agreements and any amendments thereto on behalf of the Charlotte Area Transit System with the North Carolina Department of Transportation for aid in the financing of the transit assistance projects.

CERTIFICATION

I, Brenda R. Freeze, 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 27th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (332-333).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
 Department of Transportation

5303 Metropolitan Transportation Planning
FEDERAL

Planning

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support multimodal transportation planning projects in metropolitan areas and states that is cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs of transportation investment priorities. The planning programs are jointly administered by the Federal Transportation Administration (FTA) and the Federal Highway Administration (FHWA), which provides additional planning funding.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	PTD is the Designated Recipient (DR) and is the only entity eligible to apply for and receive this program assistance directly from FTA. PTD is required by law to distribute these funds to each UZA, or portion of a UZA, within North Carolina (NC), according to a formula developed by the State of NC in cooperation with the MPO and approved by FTA. Eligible activities are: develop transportation plans and programs; plan, design and evaluate a public transportation projects; and conduct technical studies related to public transportation.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to match FTA funds. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.
OVERSIGHT	Oversight is performed through desk reviews of financial and grant project reporting, correspondence, and phone calls, as needed.
REFERENCES	<u>Section 5303 Circular - C 8100.1C</u> <u>Award Management Requirements 5010.1E</u> <u>OMB's Uniform Administrative Requirements 2 CFR 200</u> <u>NC Public Transportation Business Guide</u> <u>09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients</u> State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

**CHARLOTTE, NORTH CAROLINA
CITY COUNCIL**

**RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
TO ACCEPT FLOW INTO CHARLOTTE WATER'S SANITARY SEWER SYSTEM
BETWEEN THE
CITY OF CHARLOTTE AND THE CITY OF BELMONT**

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 the City of Belmont wish to enter into the attached Interlocal Agreement to Accept Flow into Charlotte Water's Sanitary Sewer System (the "Interlocal Agreement") by which the City of Charlotte will accept and treat the City of Belmont's wastewater flows in the manner described in the Interlocal Agreement.

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

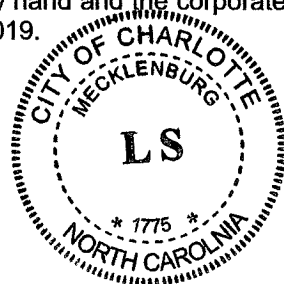
1. Approves and ratifies the Interlocal Agreement; and
2. Authorizes the Director of Charlotte Water, and any successor so titled, to execute the Interlocal Agreement in substantially the form presented to City Council with technical corrections and minor modifications as deemed necessary consistent with the spirit and intent of the transactions; and
3. Authorizes the Director of Charlotte Water, and any successor so titled, to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

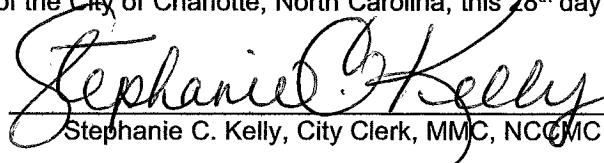
This 28th day of October 2019.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 295-295.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, NCC/MC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of North Poplar Street in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, **All American Properties, LLC** has filed a petition to close a portion of North Poplar Street in the City of Charlotte; and

Whereas, a portion of North Poplar Street near the intersection with West 12th Street containing 16,447 square feet or 0.3776 acres 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, CMGC, 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 28, 2019, that it intends to close a portion of North Poplar Street and that said right-of-way (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00 p.m. on Monday, the 25th day of November 2019, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

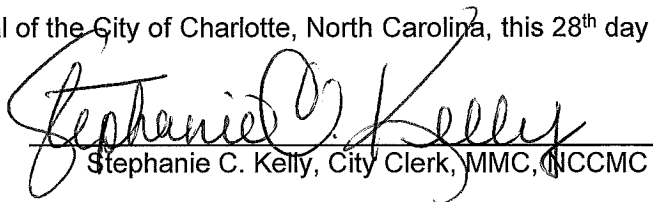
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 296.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION TO APPROVE A MASTER AGREEMENT BETWEEN CHARLOTTE
AREA TRANSIT SYSTEM (CATS) AND THE CENTRALINA COUNCIL OF
GOVERNMENTS (CCOG) TO ENGAGE REGIONAL STAKEHOLDERS AND
PROCURE, MANAGE AND ADMINISTER A CONSULTANT CONTRACT FOR
DEVELOPMENT OF A REGIONAL TRANSIT PLAN AND IMPLEMENTATION
STRATEGIES

WHEREAS, CATS and CCOG staff have collaborated over the last two years on a Regional Transit Engagement Series throughout a 12-county region, and the next step is preparation of the Regional Transit Plan. The CCOG plays a multi-county regional role and is the logical agency to procure, manage, and administer the necessary consultant contract and to engage regional stakeholders for the development of this Plan; and

WHEREAS, CATS and the CCOG wish to enter into a Master Agreement governing the CCOG's activities in developing the Regional Transit Plan and addressing how CATS will support and participate in the Plan's development. Among other things, this Master Agreement would provide for CATS and City Planning staff to be on the consultant selection committee and to serve on the project management team; and

WHEREAS, CCOG staff, in collaboration with CATS, CRTPO, NCDOT and adjacent MPO's, have assembled funding for the development of a Regional Transit Plan and Implementation Strategies. The estimated cost of the study is \$2,000,000 over two fiscal years; and

WHEREAS, Fiscal Year 2019 and Fiscal Year 2020 funding for the study has been committed by the following agencies: Charlotte Area Transit System (\$425,000, subject to Council approval of the Master Agreement), North Carolina Department of Transportation (\$500,000), South Carolina Department of Transportation (\$93,750), Charlotte Regional Transportation Planning Organization (\$511,492), Gaston Cleveland Lincoln MPO (\$90,000), Cabarrus Rowan MPO (\$125,000), and Rock Hill-Fort Mill Transportation Study (\$26,815); and

WHEREAS, the CCOG issued a RFQ on September 3, 2019, seeking a consultant team to develop a single, coordinated transit vision for the project area that includes multiple transit modes, to identify rapid transit corridors as extensions to the CATS 2030 Plan, and to develop action-oriented strategies in coordination with other regional and local transportation plans. These strategies will identify key topics and methods for regional coordination and will support improved mobility and access, effective and coordinated transit investments, and coordinated transit operations to meet the needs of a growing and changing population.

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that the Council hereby authorizes the following:

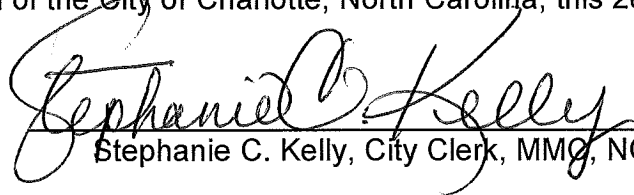
THE CITY COUNCIL HEREBY APPROVES THE MASTER AGREEMENT DESCRIBED ABOVE BETWEEN THE CHARLOTTE AREA TRANSIT SYSTEM (CATS) AND THE CENTRALINA COUNCIL OF GOVERNMENTS (CCOG), UPON THE TERMS AND CONDITIONS SET FORTH THEREIN, AND AUTHORIZES THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE SAME.

THIS THE 28th DAY OF OCTOBER, 2019

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 297-298.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.


Stephanie C. Kelly, City Clerk, MMQ, NCCMC



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH
CAROLINA ON OCTOBER 28, 2019**

WHEREAS, North Carolina General Statutes Section 160A-274 authorizes the City to sell or transfer personal property belonging to the City without consideration to the United States pursuant to a Resolution adopted by the Charlotte City Council;

WHEREAS, the City of Charlotte owns five (5) automated security Lanes which have been determined as eligible for conveyance pursuant to North Carolina law to the United States;

WHEREAS, the automated security lanes will be utilized by the Transportation Security Administration to increase passenger capacity and help minimize the impact of the terminal lobby expansion; and

NOW, THEREFORE, BE IT RESOLVED by the Charlotte City Council that:

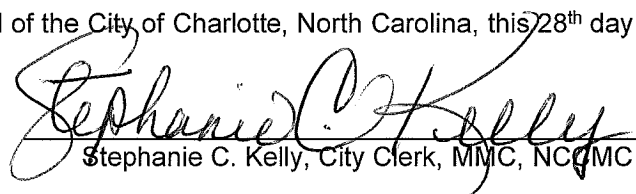
1. The Director of the Charlotte Douglas International Airport or the Director's designated is hereby authorized to create and execute such documents as may be or become necessary in order to convey full legal ownership of said automated security lanes to the Transportation Security Administration. The Transportation Security Administration will utilize the automated security lanes to enhance passenger screening efficiency and effectiveness.
2. The City shall convey, and the Transportation Security Administration shall accept said automated security lanes as configured with the equipment manufacturer's warranty and with no additional warranty made directly by the City.
3. Upon and following said conveyance and original equipment warranty period, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense or ownership of said automated security lanes and all such expenses of ownership shall be the sole responsibility of the Transportation Security Administration absent separate mutually agreed upon contract.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 299.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

CHEYNEY PHASE 5

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 6:00 p.m. on November 25, 2019.

Section 2. The area proposed for annexation is described as follows:

LEGAL DESCRIPTION

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

**PROPERTY DESCRIPTION
CHEYNEY ANNEXATION**

PARCEL DESCRIPTION:

COMMENCING AT NORTH CAROLINA GEODETIC MONUMENT "FINLEY" HAVING NORTH CAROLINA NAD 83/2011 GRID COORDINATES, NORTHING: 586,349.34, EASTING: 1,450,978.55 AND A COMBINED SCALE FACTOR OF 0.99984022 PROCEED N 59-17-08 E 7,360.59 FEET (GROUND DISTANCE), 7,359.41 FEET (GRID DISTANCE) TO THE POINT OF BEGINNING SAID POINT BEING IN THE CENTER OF NORFOLK-SOUTHERN RAILROAD HAVING A CLAIMED 100' RIGHT OF WAY THENCE WITH THE CENTER OF NORFOLK-SOUTHERN RAILROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) N 18-23-22 E 456.92 FEET TO A POINT, (2) WITH A CURVE TO THE LEFT HAVING A RADIUS OF 5378.77 FEET AN ARC LENGTH OF 313.37 FEET AND A CHORD BEARING AND DISTANCE OF N 16-43-13 E 313.33 FEET TO A POINT, (3) N 14-22-11 E 120.63 FEET TO A POINT, (4) N 13-17-42 E 95.31 FEET TO A POINT, (5) N 12-38-36 E 26.01 FEET TO A POINT A COMMON CORNER WITH MATTAMY CAROLINA CORPORATION AS RECORDED IN BOOK 33241 PAGE 693 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON

October 28, 2019

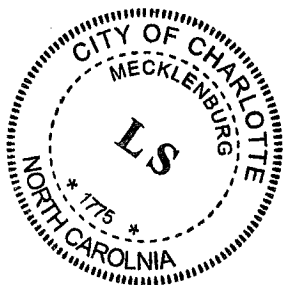
Resolution Book 50, Page 301

LINE OF MATTAMY CAROLINA CORPORATION THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: (1) S 77-23-33 E 101.98 FEET TO A FOUND IRON, (2) S 71-47-16 E 22.00 FEET TO A FOUND IRON, (3) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 29.00 FEET AN ARC LENGTH OF 45.61 FEET AND A CHORD BEARING AND DISTANCE OF N 63-16-20 E 41.06 FEET TO A FOUND IRON, (4) S 71-40-04 E 71.17 FEET TO A FOUND IRON, (5) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 17.00 FEET AN ARC LENGTH OF 26.70 FEET AND A CHORD BEARING AND DISTANCE OF S 26-40-04 E 24.04 FEET TO A FOUND IRON, (6) S 71-40-04 E 49.00 FEET TO A FOUND IRON, (7) N 18-19-56 E 39.00 FEET TO A FOUND IRON, (8) S 71-40-04 E 105.13 FEET TO A FOUND IRON, (9) S 53-43-44 E 637.31 FEET TO A FOUND IRON, (10) S 50-13-52 E 294.78 FEET TO A FOUND IRON, (11) S 73-55-37 E 208.26 FEET TO A FOUND IRON, A COMMON CORNER WITH SPRING PARK PHASE 2, MAP 4 AS RECORDED IN MAP BOOK 37 PAGE 887 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF SPRING PARK PHASE 2, MAP 4 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) S 29-52-03 W 475.21 FEET TO A FOUND IRON, (2) S 49-18-23 W 217.77 FEET TO A FOUND IRON, (3) S 16-17-35 W 51.39 FEET TO A FOUND IRON A COMMON CORNER WITH COMMUNITY REAL PROPERTY HOLDINGS, INC AS RECORDED IN BOOK 33664 PAGE 181 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF COMMUNITY REAL PROPERTY HOLDINGS, INC THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) N 72-23-41 W 61.07 FEET TO A FOUND IRON, (2) N 18-27-24 E 413.31 FEET TO A FOUND IRON, (3) N 72-23-41 W 365.52 FEET TO A FOUND IRON, (4) S 18-16-04 W 465.75 FEET TO A FOUND IRON, (5) N 75-35-16 W 232.28 FEET TO A FOUND IRON, (6) N 71-36-15 W 593.79 FEET TO THE POINT OF BEGINNING CONTAINING 24.433 ACRES ±.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 300-301.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.



Stephanie C. Kelly
Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

PORTER'S ROW

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 6:00 p.m. on November 25, 2019.

Section 2. The area proposed for annexation is described as follows:

LEGAL DESCRIPTION

PORTER'S ROW ANNEXATION

COMMENCING FROM NCGS MONUMENT "DODGE" HAVING NORTH CAROLINA GRID COORDINATES NORTH: 495,451.13, EASTING: 1,400,205.73, PROCEED N 17-28-03 W 608.39 FEET (GROUND DISTANCE) TO THE POINT OF BEGINNING IN THE CENTER OF SHOPTON ROAD WEST SR# 1116 HAVING A 60' PUBLIC RIGHT OF WAY PER MAP BOOK 19 PAGE 626 OF THE MECKLENBURG COUNTY REGISTRY, SAID POINT ALSO BEING A COMMON CORNER WITH MECKLENBURG COUNTY AS RECORDED IN BOOK 4492 PAGE 772 AND MAP BOOK 19 PAGE 626 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE CENTER LINE OF SHOPTON ROAD WEST AND THE COMMON LINE OF MECKLENBURG COUNTY THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) N 20-22-42 W 511.69 FEET TO A POINT, 2) N 20-49-03 W 544.13 FEET TO A POINT, 3) N 19-25-59 W 76.09 FEET TO A POINT, 4) N 17-44-20 W 52.69 FEET TO A POINT, 5) N 15-18-25 W 51.57 FEET TO A POINT, 6) N 14-27-27 W 51.42 FEET TO A POINT, 7) N 11-46-37 W 55.53 FEET TO A POINT, 8) N 10-51-23 W 56.49 FEET TO A POINT. 9) N 09-23-14 W 639.28 FEET TO A POINT, 10) N 09-53-26 W 51.27 FEET TO A POINT, 11) N 09-57-33 W 105.93 FEET TO A POINT, 12) N 09-24-57 W 109.22 FEET TO A POINT, 13) N 09-09-17 W 102.47 FEET TO A POINT, 14) N 06-45-28 W 51.11 FEET TO A POINT, 15) N 05-06-03 W 50.34 FEET TO A POINT, 16) N 04-42-51 W 73.42 FEET TO A POINT A COMMON CORNER WITH GREYBRIAR SUBDIVISION PHASE 1 MAP 4 AS RECORDED IN MAP BOOK 37 PAGE 143, THENCE WITH THE COMMON LINE WITH GREYBRIAR SUBDIVISION PHASE 1 MAP 4 S 83-17-15 E 669.38 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH GREYBRIAR SUBDIVISION AS RECORDED IN MAP

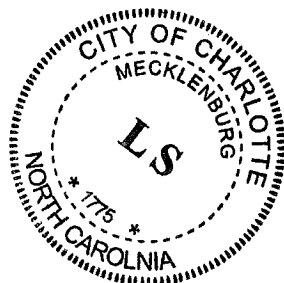
BOOK 38 PAGE 29, MAP BOOK 38 PAGE 31 AND MAP BOOK 33 PAGE 883 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF GREYBRIAR SUBDIVISION S 23-17-06 E 1417.92 FEET TO A FOUND ANGLE IRON A COMMON CORNER WITH CHARLOTTE PINES HOMEOWNERS ASSOCIATION, INC AS RECORDED IN BOOK 25398 PAGE 513, MAP BOOK 49 PAGE 389 AND MAP BOOK 49 PAGE 391 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF CHARLOTTE PINES HOMEOWNERS ASSOCIATION, INC S 11-03-51 W 575.89 FEET TO A FOUND AXLE A COMMON CORNER S&S HOLDINGS OF CHARLOTTE, LLC AS RECORDED IN BOOK 20072 PAGE 36 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF S&S HOLDINGS OF CHARLOTTE, LLC. S 09-37-30 W 267.26 FEET TO A FOUND 1" PIPE A COMMON CORNER WITH MAHEK, LLC AS RECORDED IN BOOK 14412 PAGE 323 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF MAHEK, LLC S 56-53-30 W 125.66 FEET TO A FOUND 1" PINCH TOP PIPE A COMMON CORNER WITH STEELE CREEK ONE, LLC AS RECORDED IN BOOK 30802 PAGE 851 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF STEELE CREEK ONE, LLC S 56-49-19 W 384.00 FEET TO THE POINT OF BEGINNING CONTAINING 41.732 ACRES.

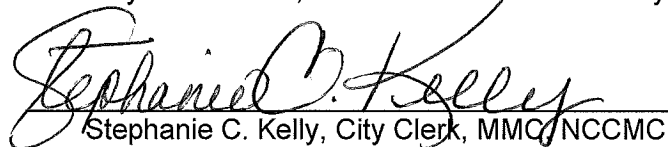
Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 302-303.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC/NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

SUTTON FARMS PHASE 3

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 6:00 p.m. on November 25, 2019.

Section 2. The area proposed for annexation is described as follows:

LEGAL DESCRIPTION

SUTTON FARMS PHASE 3 ANNEXATION

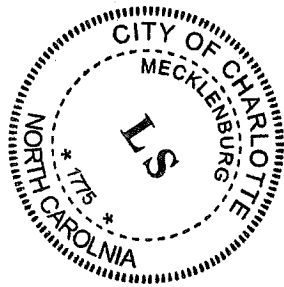
All that certain parcel of land, situated, lying and being in the Paw Creek Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:
BEGINNING at point at the base of bent rebar (POINT OF BEGINNING) being located on the Eastern margin of Clinton Road (Existing 50' Public Right of Way) also being a common corner of land owned Now or Formerly by Michael G. Laney & Susan L. Laney as recorded in Deed Book 4994, page 337 of the Mecklenburg County Register of Deeds and land owned Now or Formerly by W. H. Keistler Jr. Family Trust & Dorothy R. Keistler in Deed Book 27950, page 689 of the Mecklenburg County Register of Deeds, thence with the dividing line of these two properties S 85-30-05 E 309.49' to a found 1.50" pipe, thence S 14-32-46 E 159.09' to a found #4 rebar, thence N 86-10-54 E 12.85' to a set #4 rebar, thence S 10-26-36 E 125.00' to a set #4 rebar, thence N 86-10-54 E 200.00' to a set #4 rebar, thence N 10-26-36 W 125.00' to a found #5 rebar, thence N 10-22-02 W 126.28' to a set #4 rebar on the margin of Elliott Road (Existing 50' Public Right of Way), thence crossing Elliott Road S 86-06-44 E 51.51' to a found 0.50" pipe, thence S 10-27-19 E 126.80' to a found #5 rebar, thence S 10-31-17 E 165.02' to a found #4 rebar, thence S 85-13-29 E 197.11' to a found #4 rebar, thence N 09-33-06 W 163.80' to a found #5 rebar, thence S 85-02-43 E 311.84' to a found #5 rebar located on the existing City limits line, thence with the existing City limits line S 03-24-45 W 1601.48' to a found rebar, thence N 87-53-01 W 702.81' (Passing through a rebar at station 1+26.48 & 3+86.43 of this line) to a set rebar located on the existing City limits line, thence leaving the existing City limits line N 40-10-30 E 243.57' to a found rebar in a stone pile, thence N 15-26-55 W 582.08' to a found angle iron, thence N 17-35-33 W 407.63' to a found 0.50" flat bar iron, thence N 17-17-50 W 613.83' to a set #4 rebar, thence N 18-40-45 W 66.53' to the POINT AND PLACE OF BEGINNING.
Containing 29.096 acres.


Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 304-306.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, 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 **BEAVERDAM CREEK INTERCEPTOR PHASE 1** 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 **BEAVERDAM CREEK INTERCEPTOR PHASE 1 project and being 31,049 sq. ft. (0.713 ac.)** in Sanitary Sewer Easement; **7,921 sq. ft. (0.182 ac.)** in 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. 141-142-02, said property currently owned by **Lewis Grier** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

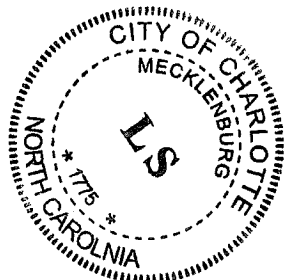
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

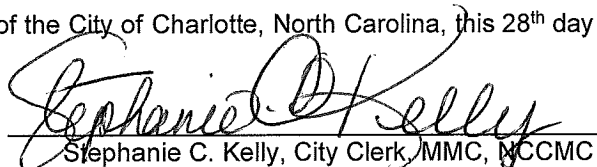
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 307.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, 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 **QUEEN CITY DRIVE SIDEWALK** 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 **QUEEN CITY DRIVE SIDEWALK** project and being **446 sq. ft. (0.033 ac.) in Storm Drainage Easement, plus 928 sq. ft. (0.021 ac.) in 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. 061-152-07, said property currently owned by **N.C. GOLF HOMES OF LOCUST VALLEY IV, LLC** and 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, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 308.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.




Stephanie C. Kelly, City Clerk, MMC, 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 **SIDEWALK GAPS - NATIONS FORD ROAD** 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 **SIDEWALK GAPS - NATIONS FORD ROAD project and SIDEWALK GAPS - NATIONS FORD ROAD** and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 167-192-49, said property currently owned by **Faison Nesbitt Arrowood Venture** and 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, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 309.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.



A handwritten signature in cursive script that reads "Stephanie C. Kelly".

Stephanie C. Kelly, City Clerk, MMC, 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 **STEELE CREEK SANITARY SEWER IMPROVEMENTS** 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 **STEELE CREEK SANITARY SEWER IMPROVEMENTS** project and being **1,662.05 sq. ft. (0.038 ac.) in 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. 209-161-29A, said property currently owned by **SPECTRASITE COMMUNICATIONS, LLC** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

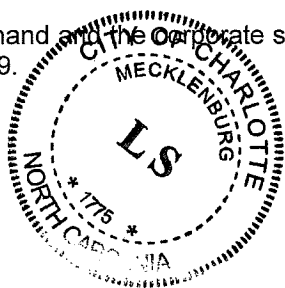
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 28th day of October, 2019, the reference having been made in Minute Book 148 and recorded in full in Resolution Book 50, Page(s) 310.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of October 2019.



Stephanie C. Kelly
Stephanie C. Kelly, City Clerk, MMC, MCCMC