

RESOLUTION TO CLOSE THE ALLEYWAY OFF EAST KINGSTON AVENUE AND SOUTH BOULEVARD  
IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close the Alleyway off East Kingston Avenue and South Boulevard which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close the Alleyway off East Kingston Avenue and South Boulevard to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

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

WHEREAS, an easement shall be reserved in favor of AT&T over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the AT&T utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, an easement shall be reserved in favor of Google Fiber over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the Google Fiber utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, an easement shall be reserved in favor of Spectrum over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the Spectrum utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, the public hearing was held on the 11<sup>th</sup> day of October 2021, and City Council determined that closing the Alleyway off East Kingston Avenue and South Boulevard is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

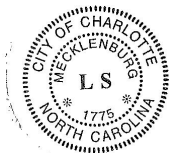
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of October 11, 2021, that the Council hereby orders the closing of the Alleyway off East Kingston Avenue and South Boulevard in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

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

**CERTIFICATION**

I, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 226-229.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



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Stephanie C. Kelly, City Clerk, MMC, NCCMC

# EXHIBIT MAP

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

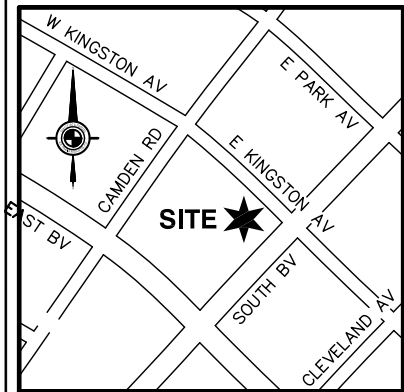
I, ANDREW B. BAKER, CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE MAP WAS PREPARED FOR THE PURPOSE OF ALLEY ABANDONMENT ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

October 11, 2021

SIGNED

Andrew B. Baker

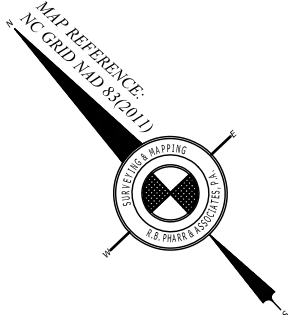
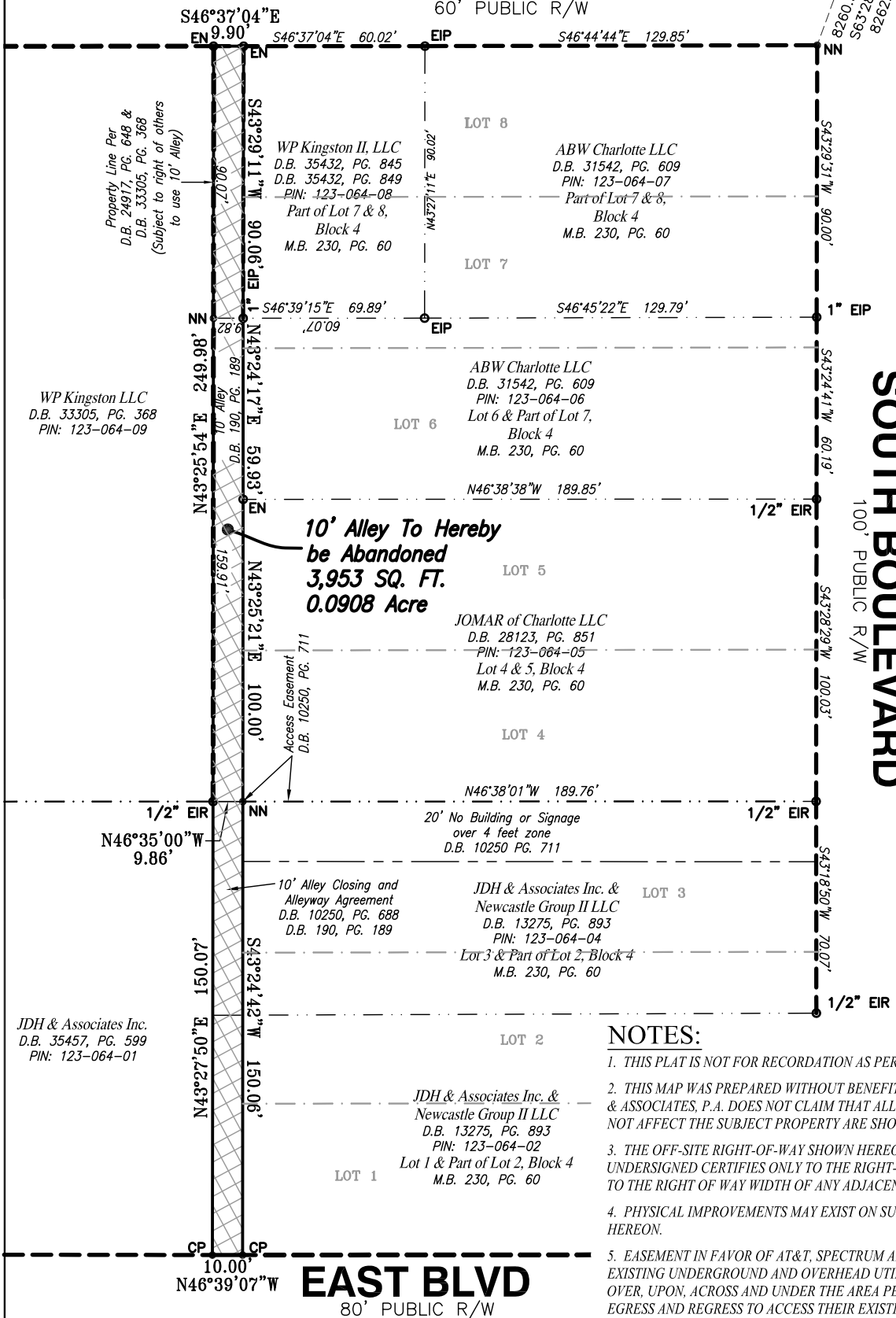
Resolution Book 52, Page 227



VICINITY MAP - NTS

## E KINGSTON AVENUE

60' PUBLIC R/W



## SOUTH BOULEVARD

100' PUBLIC R/W

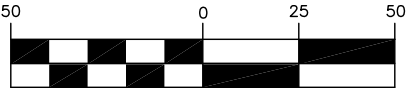
### NOTES:

- THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
- THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
- PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
- EASEMENT IN FAVOR OF AT&T, SPECTRUM AND GOOGLE, AND ALL OTHER OWNERS OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND TELECOMMUNICATIONS FACILITIES OVER, UPON, ACROSS AND UNDER THE AREA PETITIONED TO BE ABANDONED FOR INGRESS, EGRESS AND REGRESS TO ACCESS THEIR EXISTING FACILITIES FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF CABLE, CONDUIT AND RELATED EQUIPMENT.

### LEGEND:

- D.B. - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
EMM - EXISTING METAL MONUMENT  
EN - EXISTING NAIL  
M.B. - MAP BOOK  
N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY  
NIR - NEW IRON ROD  
NN - NEW NAIL  
PG. - PAGE  
R/W - RIGHT-OF-WAY  
PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
EASEMENT  
SETBACK

### GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

### EXHIBIT MAP FOR ABANDONMENT OF 10' ALLEY

118, 120 E. KINGSTON AVENUE & 1708, 1714, 1720, 1728  
SOUTH BLVD & 105 EAST BOULEVARD  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC  
DEED REFERENCES: 13275-893, 35432-845, 35432-849,  
28123-851, 31542-609, 33305-368, 35457-599  
MAP REFERENCE: BOOK 230, PAGE 60  
TAX PARCEL NO: 123-064-01, -02, 04, -05, 06, -07, -08,  
& -09

### R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSURE NO: C-1471

420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

|       |        |          |          |                |         |
|-------|--------|----------|----------|----------------|---------|
| CREW: | DRAWN: | REVISED: | SCALE:   | DATE:          | JOB NO. |
| TM    | NM     |          | 1" = 50' | AUGUST 9, 2021 | 93312   |

That certain tract or parcel of land situated, lying and being in the City of Charlotte, County of Mecklenburg, State of North Carolina and being more particularly described as follows:

**COMMENCING** at a new nail marking the intersection of the southwesterly right-of-way margin of East Kingston Avenue (60-foot public R/W) and the northwesterly right-of-way margin of South Boulevard (100-foot public R/W); Thence with and along aforesaid southwesterly right-of-way margin of East Kingston Avenue the following two (2) courses and distances:

- 1) **N 46°44'44" W** a distance of **129.85** feet to an existing iron pipe;
- 2) **N 46°37'04" W** a distance of **69.92** feet to an existing nail, said nail being the southeast corner of the property of WP Kingston LLC (now or formerly) as described in Deed Book 33305, Page 368 in the Mecklenburg County Registry (the "Registry"), said nail also being on the existing northwesterly margin of a 10-foot Alley as described in Deed Book 190, Page 189 in said Registry, and also being the **TRUE POINT OF BEGINNING**;

Thence with and along aforesaid southwesterly right-of-way margin of East Kingston Avenue **S 46°37'04" E** a distance of **9.90** feet to an existing nail, said nail being the northeast corner of Lot 8, Block 4, MAP OF DILWORTH as recorded in Map Book 230, Page 60 in said Registry; Thence with and along the northwesterly boundary of Lot 8 and Lot 7, Block 4, aforesaid MAP OF DILWORTH **S 43°29'11" W** a distance of **90.06** feet to an existing 1 inch iron pipe; Thence with and along the northwesterly boundary of Lot 7 and Lot 6, Block 4, aforesaid MAP OF DILWORTH **S 43°24'17" W** a distance of **59.93** feet to an existing nail, said nail being the common corner of Lot 6 and Lot 5; Thence with and along the northwesterly boundary of Lot 5 and Lot 4, Block 4, aforesaid MAP OF DILWORTH **S 43°25'21" W** a distance of **100.00** feet to a new nail on the northeasterly boundary of the property of JDH & Associates Inc. (now or formerly) as described in Deed Book 13275, Page 893 in said Registry, said nail also being the northwest corner of Lot 4, and the northeast corner of Lot 3, Block 4, aforesaid MAP OF DILWORTH; Thence with and along the northwesterly boundary of Lot 3, 2 and 1, Block 4, aforesaid MAP OF DILWORTH **S 43°24'42" W** a distance of **150.06** feet to a point on the northeasterly right-of-way margin of East Boulevard (80-foot public R/W); Thence with and along aforesaid northeasterly right-of-way margin of East Boulevard **N 46°39'07" W** a distance of **10.00** feet to a point being the southwest corner of the property of JDH Associates Inc. (now or formerly) as described in Deed Book 35457, Page 599 of said Registry; Thence with and along the southeasterly boundary of aforesaid property of JDH Associates Inc. **N 43°27'50" E** a distance of **150.07** feet to an existing 1/2 inch iron rod, said iron being the southwest corner of the property of WP Kingston LLC (now or formerly) as described in Deed Book 33305, Page 368 of said Registry; Thence with and along the southeasterly boundary of aforesaid property of WP Kingston LLC **N 43°25'54" E** a distance of **249.98** feet to the **POINT OF BEGINNING**;

Having an area of 3,953 square feet or 0.0908 acre, more or less, as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated August 9, 2021 (job no. 93312).

RESOLUTION TO CLOSE AN ALLEYWAY OFF MORNINGSIDE DRIVE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

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

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close an Alleyway off Morningside Drive to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

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

WHEREAS, an easement shall be reserved in favor of AT&T over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the AT&T utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, the public hearing was held on the 11<sup>th</sup> day of October 2021, and City Council determined that closing an Alleyway off Morningside Drive is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of October 11, 2021, that the Council hereby orders the closing of an Alleyway off Morningside Drive in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

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

**CERTIFICATION**

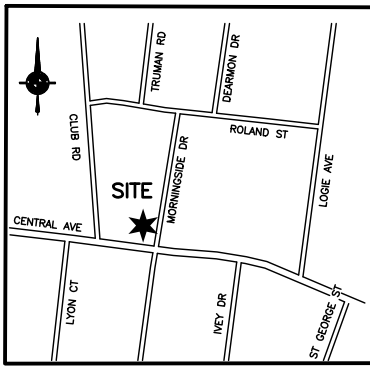
I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 230-232.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC



VICINITY MAP  
NOT TO SCALE

### NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, SEE RBP PROJECT # 90447 FOR ALL BOUNDARY INFORMATION.
2. THE PURPOSE OF THIS MAP IS TO SHOW A 10' ALLEY TO BE ABANDONED
3. PHYSICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
4. THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
5. AREAS CALCULATED BY COORDINATE COMPUTATION.
6. THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

### SURVEYOR'S CERTIFICATE

I, L. NATHAN DUBOSE, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS, AND THAT THE IMPROVEMENTS SHOWN HEREON WERE LOCATED FROM AN ACTUAL FIELD SURVEY.

*L. Nathan Dubose* 8/13/21  
L. NATHAN DUBOSE, NCPLS, L-4664 DATE

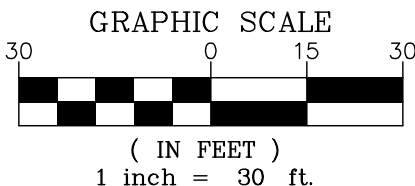
### REVIEW OFFICER'S CERTIFICATE

I, \_\_\_\_\_ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

### LEGEND:

DB - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
EMM - EXISTING METAL MONUMENT  
EN - EXISTING NAIL  
GM - GAS METER  
HVAC - HEATING, VENTILATION, AIR COND.  
MB - MAP BOOK  
N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY  
NIR - NEW IRON ROD  
NN - NEW NAIL  
PG - PAGE  
PM - POWER METER  
R/W - RIGHT-OF-WAY  
(T) - TOTAL  
PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
EASEMENT  
SETBACK

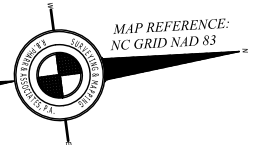


NGS MONUMENT "M 056"  
NC NAD 83  
N=539,234.13  
E=1,461,227.01  
ELEV=714.24 (NAVD 88)

N03°17'49"W  
13.28'

N65°11'06"E  
1439.24 (GROUND)  
1439.05 (GRID)  
COF: 0.998727

RANDY AND JOANNE STONE  
DB. 16934, PG. 768  
LOT 11, BLOCK 2  
MB. 3, PG. 168  
PIN: 095-081-09



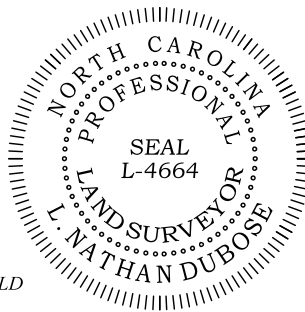
October 11, 2021 Resolution  
Book 52, Page 231

AABC MORNINGSIDE LLC  
DB. 35392, PG. 38  
A PORTION OF LOT 1 & LOT 2,  
BLOCK 1; MB. 230, PG. 91  
PIN: 095-081-22

10' ALLEY TO BE  
ABANDONED  
718 SQ. FT.  
OR 0.0165 ACRES

AABC MORNINGSIDE LLC  
DB. 35392, PG. 38  
LOT 3, BLOCK 1  
MB. 230, PG. 91  
PIN: 095-081-13

10' ALLEY TO BE  
ABANDONED  
725 SQ. FT.  
OR 0.0166 ACRES



25.13' EN  
S11°36'37"W  
35.15' (TOTAL)  
S11°44'59"W 49.86'  
1/2" EP

MORNINGSIDE DRIVE

50' PUBLIC RIGHT-OF-WAY  
MB. 230, PG. 91

6" CURB

Exhibit A

TOTAL AREA TO BE ABANDONED: 1,443 SQ.FT or 0.0331 ACRES

ALLEY ABANDONMENT MAP FOR:  
AABC MORNINGSIDE, LLC

1619 MORNINGSIDE DRIVE  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC  
DEED REFERENCE: 35392-38  
TAX PARCEL #: 095-081-13 & -22

R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSURE NO: C-1471  
969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL: (704) 376-2186

|              |              |          |                    |                         |                  |
|--------------|--------------|----------|--------------------|-------------------------|------------------|
| CREW:<br>RBP | DRAWN:<br>DB | REVISED: | SCALE:<br>1" = 30' | DATE:<br>AUGUST 3, 2021 | JOB NO.<br>93298 |
|--------------|--------------|----------|--------------------|-------------------------|------------------|

Legal Description

Being that certain parcel of land lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

Commencing at beginning at NGS Monument "M 056" having coordinates of N:539,234.13 and E:1,461,227.01 NC NAD 83 thence North 65°11'06" East a distance of 1439.24 feet to ½" existing iron rod on the eastern property line of Rand and Joanne Stone property as recorded in DB 16934, Pg 768 and being the western line of a 10' Public Alley as recorded in DB 230, Pg 91, thence crossing said 10' Alley South 82°28'39" East a distance of 10.16 feet to a new iron rod at the northwestern most corner of the AABC Morningside LLC property as recorded in DB 35392, Pg 38 at the Mecklenburg County Register of Deeds said point being the True Point of Beginning thence continuing with the northern line of the aforesaid property South 82°28'39" East a distance of 142.98 feet to an existing nail on the r/w line of Morningside Drive (50' Public R/W) per MB 230, pg 91, thence with the western r/w line North 11°36'37" East a distance of 10.03 feet to a ¾" existing iron rod at the southeastern corner of the AABC Morningside LLC property as recorded in DB 35392, Pg 38, thence with the southern line of the aforesaid property North 82°28'39" West a distance of 145.55 feet to a ¾" existing iron rod on the eastern side of a 10' alley per MB 230, Pg 91, thence with the eastern line of the aforesaid alley South 03°00'49" East a distance of 10.17 feet to the Point and Place of Beginning. Containing 1,443 square feet or 0.0331 acres as shown on the survey prepared by RB Pharr and Associates dated February 19, 2021 and having job number 92606.

The above description describes a portion of a 10' Alley that runs in an east and west direction and is shown between Lots 1, 2 and 3, Block 1 of MB 230, Pg 91.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE  
APPROVING AN AMENDED AND RESTATED CHARLOTTE REGIONAL  
WORKFORCE CONSORTIUM AGREEMENT

WHEREAS, in 1985, the City of Charlotte and Mecklenburg County entered into an agreement allowing the City to act as administrative and fiscal agent for the Job Training Partnership Act; and

WHEREAS, on August 7, 1998, the Workforce Investment Act (WIA) replaced the Job Training Partnership Act; and

WHEREAS, on April 12, 1999, the Charlotte City Council approved the Charlotte-Mecklenburg Workforce Investment Consortium Agreement with Mecklenburg County as a replacement for the December 1985 Charlotte Mecklenburg Job Training Consortium Agreement and authorized the Mayor to execute the new agreement.

WHEREAS, on September 28, 2015, the City Council adopted a resolution approving an Amended and Restated Regional Workforce Consortium Agreement;

WHEREAS, the goal of the Charlotte-Mecklenburg Workforce Investment Consortium Agreement is to establish a comprehensive service delivery system for various job training and job placement programs thereby eliminating or reducing the possibility of duplicating services between the City of Charlotte and Mecklenburg County; and

WHEREAS, the WIA and WIOA require local elected officials to appoint a Workforce Investment Board to govern the local program; and

WHEREAS, recent approved changes by that board reflect that Charlotte Works will now be the local fiscal agent and such changes require the approval of a Second Amended and Restated Regional Workforce Consortium Agreement; and

WHEREAS, a copy of the Second Amended and Restated Charlotte Regional Workforce Consortium Agreement is attached.

NOW, THEREFORE, be it resolved by the City Council of the City of Charlotte, in regular session duly assembled, that the Second Amended and Restated Charlotte Regional Workforce Consortium Agreement hereafter entered into between the City of Charlotte and Mecklenburg County is hereby approved and ratified and the Mayor is authorized to execute same.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 233-237.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



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

Stephanie C. Kelly, City Clerk, MMC, NCCMC



## AMENDED AND RESTATED CHARLOTTE REGIONAL WORKFORCE CONSORTIUM AGREEMENT

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### ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed below agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the Charlotte Regional Workforce Consortium.

### ARTICLE II. MEMBERSHIP

The Consortium shall be composed of the following independent and contiguous units of general purpose local government:

City of Charlotte  
Mecklenburg County

### ARTICLE III. CERTIFICATION AND AUTHORITY

#### 1. AUTHORITY UNDER STATE AND LOCAL LAW

The member units of government certify that they possess full legal authority, as provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a local Workforce Development Area under the WIOA for the entire geographic area covered by this agreement.

#### 2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

A copy of each resolution giving the City and County specific authority to enter into this consortium agreement is attached to this document.

#### 3. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH MEMBER UNIT OF GOVERNMENT

The Mayor of the City of Charlotte and the Mecklenburg County Commission Chair shall be designated as the Chief Local Elected Officials (CLEOs) for the Charlotte Regional Workforce Area for purposes of the WIOA and upon whose representation the State, the workforce development board and the other member unit may rely. All actions of the CLEOs authorized or required by the WIOA shall be exercised jointly by them and such persons shall be the signatories of this agreement and shall be authorized to execute such other agreements as are necessary for the WIOA.

#### 4. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA

In accordance with N.C.G.S. 160A-463(b), and except as set forth herein, the member units provide that the Mayor of the City of Charlotte shall be authorized to exercise the functions of the local area chief elected official which are required under the Workforce Innovation and Opportunity Act.

## AMENDED AND RESTATED CHARLOTTE REGIONAL WORKFORCE CONSORTIUM AGREEMENT

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### ARTICLE IV. DURATION

This agreement will become effective on July 1, 2015 or the date of the last chief elected official's signature (whichever is the later date) and shall continue in effect until the local Workforce Development Area is re-designated by the Governor of North Carolina or by termination of this Agreement by a member unit of government as provided for in Article XI.

### ARTICLE V. ASSURANCES AND CERTIFICATIONS

The member units will comply with the requirements of the WIOA, and regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and, written directives and instructions relevant to local workforce development area operation from the Governor of North Carolina or his/her designee.

### ARTICLE VI. FINANCING

1. It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the State of North Carolina.
2. The units of local government acknowledge that they are jointly and severally accountable for liabilities arising out of activities under the WIOA, and all funds received by the local workforce development area pursuant to WIOA. Liability includes, but is not limited to, responsibility for prompt repayment from non-program funds of any disallowed costs by the administrative entity of the local workforce development area, or any of its sub-recipients or contractors, or the Workforce Development Board.
3. Any entity or joint agency created or designated by this local workforce development area, including the Workforce Development Board, and Administrative Entity, shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

### ARTICLE VII. ESTABLISHMENT OF A WORKFORCE DEVELOPMENT BOARD

1. The member units of government agree that the Workforce Development Board has been established in accordance with Section 107 of the Workforce Innovation and Opportunity Act and applicable State of North Carolina laws.
2. Pursuant to Section 107(a) of the WIOA, Charlotte Works is designated to be the Local Workforce Development Board (Local Board) for the local area. Pursuant to Section 107(c)(2) of WIOA, the Local Board will be certified by the Governor every two years. Pursuant to Section 107(b) of the WIOA, the Mayor and the Commission Chair shall jointly appoint members to the Local Board and forward those appointments to the Governor of the State of North Carolina for certification.
3. In accordance with the WIOA, the Mayor and Commission Chair shall each appoint members to the Local Board who meet the composition requirements of Section 107(b)(2) of the WIOA. The actual Local Board appointments by the City and County shall approximate the population ratio of the City and County. Using U.S. Census projections, the current Local Board appointment breakdown shall be as follows:

## AMENDED AND RESTATED CHARLOTTE REGIONAL WORKFORCE CONSORTIUM AGREEMENT

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80% City of Charlotte  
20% Mecklenburg County

4. Members of the Local Board may be removed in accordance with the Local Board's adopted bylaws.
5. The Local Board, CLEO and the Governor shall negotiate local performance accountability measures pursuant to Section 107(d)(9) of the WIOA and any amendment thereto.
6. The Local Board shall conduct program oversight of local youth workforce investment activities, local employment and training activities and the one-stop delivery system in the Local Area, all as authorized and required by the WIOA.
7. The Local Board shall provide oversight of workforce development activities to ensure appropriate use, management and investment of funds to maximize performance outcomes.

### ARTICLE VIII. DESIGNATION OF LOCAL GRANT SUBRECIPIENT AND LOCAL FISCAL AGENT

In accordance with Section 107(d)(12)(B) of the WIOA, Charlotte Works will be designated as the local fiscal agent. The fiscal agent will disburse all funds for workforce investment activities in accordance with requirements of the WIOA.

### ARTICLE IX. DISTRIBUTION OF FINANCIAL LIABILITY FOR DISALLOWED COSTS

The CLEOs shall be liable for misuse of grant funds allocated to the Local Area, pursuant to Section 107(d)(12)(B)(i)(I) of the WIOA. Designation of a local fiscal agent does not diminish such liability. In the event that any expenditure of funds is disallowed by the U.S. Department of Labor or the State of North Carolina, repayment of such funds shall occur in the following priority:

- a. The Local Board or its designee shall take all reasonable steps, including the institution of suit, to recover such funds from the agency or individual creating the misuse.
- b. The Local Board or its designee shall take all reasonable steps, including the institution of suit, to recover such funds from any applicable insurance carrier or bond issuer.
- c. The CLEOs, with the assistance and cooperation of the Local Board, will seek a waiver of liability pursuant to the WIOA.
- d. The funds may be recouped in one or more future program years, as permitted by law.

## AMENDED AND RESTATED CHARLOTTE REGIONAL WORKFORCE CONSORTIUM AGREEMENT

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- e. The City and the County will repay such funds in amounts equal to the percentage of board appointments allotted to each CLEO.

### ARTICLE X. AMENDMENTS

The agreement may be amended at any time upon the consent of all of the parties as evidenced by resolution of the governing bodies of each member government and as approved by the State.

### ARTICLE XI. TERMINATION

The parties to this agreement may request termination at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
(Signature) Date

Viola Lyles  
\_\_\_\_\_  
Mayor,  
City of Charlotte

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
(Signature) Date

George Dunlap  
\_\_\_\_\_  
Chairman,  
Mecklenburg County Board of Commissioners

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON  
OCTOBER 11, 2021

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

WHEREAS, the Charlotte Regional Transportation Planning Organization allocated discretionary funds (STBG-DA) for transportation improvements on the W.T. Harris Boulevard (North Tryon Street and JW Clay Boulevard) (the "Project"), and

WHEREAS, A Municipal Agreement between the City and the State will provide up to \$997,000 in state funding to the Project with a local match in the amount of \$665,000, and

WHEREAS, the Municipal Agreement specifies engineering, right-of-way, and construction costs are eligible for funds, and

WHEREAS, the formant and cost sharing philosophy is consistent with past Municipal Agreements.

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$997,000 for transportation improvements to the Project is hereby formally adopted by City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 238-238 W.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

## Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** City of Charlotte

**County:** Mecklenburg

**TIP:** EB-6052

**Project:** W.T. Harris Boulevard

**Scope:** construction of a multi-use path on W.T. Harris Boulevard from North Tryon Street to JW Clay Boulevard.

### Eligible Activities:

|                    |           |                    |
|--------------------|-----------|--------------------|
| <b>PE</b>          | 49221.1.1 | Design             |
|                    |           | Environmental      |
| <b>ROW</b>         | 49221.2.1 | ROW Acquisition    |
|                    |           | Utility Relocation |
| <b>CON</b>         | 49221.3.1 | Construction       |
| <b>FEDERAL-AID</b> | 1003179   |                    |

| Fund Source                 | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|-----------------------------|----------------------|--------------------|----------------------|------------------------|
| TADA                        | \$997,000            | 60 %               | \$665,000            | 40 %                   |
| <b>Total Estimated Cost</b> |                      |                    | <b>\$1,662,000</b>   |                        |

**Responsibility:** The City of Charlotte shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

MECKLENBURG COUNTY

DATE: 5/28/2021

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-6052

AND

WBS Elements: PE 49221.1.1

ROW 49221.2.1

CITY OF CHARLOTTE

CON 49221.3.1

FEDERAL-AID NUMBER: 1003179

CFDA #: 20.205

Total Funds [NCDOT Participation] \$997,000

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

**WITNESSETH:**

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

WHEREAS, the Municipality has requested federal funding for W.T. Harris Boulevard , hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$997,000 for the Project; and,

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

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

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

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General

Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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

## **1. GENERAL PROVISIONS**

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

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

### **AGREEMENT MODIFICATIONS**

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

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

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

### **PERSON IN RESPONSIBLE CHARGE**

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

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;



- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

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

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

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

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

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

## **2. SCOPE OF PROJECT**

The Project consists of construction of a multi-use path on W.T. Harris Boulevard from North Tryon Street to JW Clay Boulevard.

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

- Design

- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program (TADA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (60%) of eligible expenses incurred by the Municipality up to a maximum amount of Nine Hundred Ninety-Seven Thousand Dollars (\$997,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLES below, and all costs that exceed the Total Estimated Cost of Project.

#### FUNDING TABLE

| Fund Source          | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|----------------------|----------------------|--------------------|----------------------|------------------------|
| TADA                 | \$997,000            | 60 %               | \$665,000            | 40 %                   |
| Total Estimated Cost |                      | \$1,662,000        |                      |                        |

#### **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$166,200 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

#### **4. PERIOD OF PERFORMANCE**

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

#### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## **6. PROFESSIONAL AND ENGINEERING SERVICES**

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### **PROCUREMENT POLICY**

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

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

### **SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **WORK BY ENTITY**

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## **7. PLANNING / ENVIRONMENTAL DOCUMENTATION**

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statues/Statutes.asp](http://www.ncleg.net/gascripts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## **8. DESIGN**

### **CONTENT OF PLAN PACKAGE**

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **9. RIGHT OF WAY / UTILITY AUTHORIZATION**

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## **10. PROJECT LIMITS AND RIGHT OF WAY (ROW)**

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### **SPONSOR PROVIDES ROW**

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### **ROW GUIDANCE**

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

## **APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

## **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

## **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

## **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.



## **15. CONTRACTOR PROCUREMENT**

### **ADVERTISE FOR BIDS**

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **CONSTRUCTION CONTRACTOR REQUIREMENTS**

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **AWARDING CONTRACT**

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

#### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

#### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

#### **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

#### **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

#### **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

#### **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

## **CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

## **CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

## **SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

## **17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

### **FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

### **FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

## **18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the W.T. Harris Boulevard , or as required by an executed encroachment agreement.

## **19. REIMBURSEMENT**

### **SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

### **REIMBURSEMENT GUIDANCE**

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

### **REIMBURSEMENT LIMITS**

#### **▪ WORK PERFORMED BEFORE NOTIFICATION**

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

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

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

- **UNSUBSTANTIATED COSTS**

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

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$997,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

### **▪ PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

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

### **▪ INTERNAL APPROVALS**

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

### **▪ TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

### **▪ FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement

by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

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

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

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

## **21.OTHER PROVISIONS**

### **REFERENCES**

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

### **INDEMNIFICATION OF DEPARTMENT**

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



## **DEBARMENT POLICY**

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

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

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

## **OTHER AGREEMENTS**

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

## **AVAILABILITY OF FUNDS**

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

## **IMPROPER USE OF FUNDS**

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

#### **TERMINATION OF PROJECT**

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

#### **AUDITS**

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

#### **REIMBURSEMENT BY MUNICIPALITY**

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

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

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

#### **ENTIRE AGREEMENT**

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

## **AUTHORIZATION TO EXECUTE**

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

## **FACSIMILE SIGNATURES**

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

## **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

## **22. SUNSET PROVISION**

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

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

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

CITY OF CHARLOTTE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

Federal Tax Identification Number

\_\_\_\_\_

City of Charlotte

Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 06/10/2021 (Date)

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON  
OCTOBER 11, 2021

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

WHEREAS, the Charlotte Regional Transportation Planning Organization allocated discretionary funds (STBG-DA) for transportation improvements on the W.T. Harris Boulevard (Plaza Road to Grier Road) (the "Project"), and

WHEREAS, A Municipal Agreement between the City and the State will provide up to \$1,229,000 in state funding to the Project with a local match in the amount of \$819,000, and

WHEREAS, the Municipal Agreement specifies engineering, right-of-way, and construction costs are eligible for funds, and

WHEREAS, the formant and cost sharing philosophy is consistent with past Municipal Agreements.

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$1,229,000 for transportation improvements to the Project is hereby formally adopted by City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 239-239 X.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

## Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** City of Charlotte

**County:** Mecklenburg

**TIP:** EB-6050

**Project:** W.T. Harris Blvd

**Scope:** Construct of a multi-use path from Plaza Road to Grier Road.

### Eligible Activities:

|                    |           |                    |
|--------------------|-----------|--------------------|
| <b>PE</b>          | 49219.1.1 | Design             |
|                    |           | Environmental      |
| <b>ROW</b>         | 49219.2.1 | ROW Acquisition    |
|                    |           | Utility Relocation |
| <b>CON</b>         | 49219.3.1 | Construction       |
| <b>FEDERAL-AID</b> | 1003180   |                    |

| Fund Source                         | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|-------------------------------------|----------------------|--------------------|----------------------|------------------------|
| TADA                                | \$1,229,000          | 60 %               | <b>\$819,000</b>     | 40 %                   |
| <b>Total Estimated Project Cost</b> |                      | <b>\$2,048,000</b> |                      |                        |

**Responsibility:** The City of Charlotte shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

MECKLENBURG COUNTY

DATE: 5/28/2021

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-6050

AND

WBS Elements: PE 49219.1.1

ROW 49219.2.1

CITY OF CHARLOTTE

CON 49219.3.1

FEDERAL-AID NUMBER: 1003180

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,229,000

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

**WITNESSETH:**

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

WHEREAS, the Municipality has requested federal funding for W.T. Harris Blvd , hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,229,000 for the Project; and,

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

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

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

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General

Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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

## **1. GENERAL PROVISIONS**

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

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

### **AGREEMENT MODIFICATIONS**

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

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

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

### **PERSON IN RESPONSIBLE CHARGE**

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

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;



- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

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

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

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

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

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

## **2. SCOPE OF PROJECT**

The Project consists of Construct of a multi-use path from Plaza Road to Grier Road.

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

- Design
- Environmental Documentation

- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program (TADA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (60%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Two Hundred Twenty-Nine Thousand Dollars (\$1,229,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLES below, and all costs that exceed the Total Estimated Cost of Project.

#### FUNDING TABLE

| Fund Source                  | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|------------------------------|----------------------|--------------------|----------------------|------------------------|
| TADA                         | \$1,229,000          | 60 %               | \$819,000            | 40 %                   |
| Total Estimated Project Cost |                      | \$2,048,000        |                      |                        |

#### **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$204,800 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

#### **4. PERIOD OF PERFORMANCE**

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

#### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## **6. PROFESSIONAL AND ENGINEERING SERVICES**

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### **PROCUREMENT POLICY**

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

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

### **SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **WORK BY ENTITY**

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## **7. PLANNING / ENVIRONMENTAL DOCUMENTATION**

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statues/Statutes.asp](http://www.ncleg.net/gascripts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## **8. DESIGN**

### **CONTENT OF PLAN PACKAGE**

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **9. RIGHT OF WAY / UTILITY AUTHORIZATION**

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## **10. PROJECT LIMITS AND RIGHT OF WAY (ROW)**

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### **SPONSOR PROVIDES ROW**

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### **ROW GUIDANCE**

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

## **APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

## **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

## **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

## **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.



## **15. CONTRACTOR PROCUREMENT**

### **ADVERTISE FOR BIDS**

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **CONSTRUCTION CONTRACTOR REQUIREMENTS**

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **AWARDING CONTRACT**

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

#### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

#### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

#### **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

#### **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

#### **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

#### **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

#### **CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

#### **CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

#### **SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

### **17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

#### **FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

#### **FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

### **18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the W.T. Harris Blvd , or as required by an executed encroachment agreement.

## **19.REIMBURSEMENT**

### **SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

### **REIMBURSEMENT GUIDANCE**

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

### **REIMBURSEMENT LIMITS**

- **WORK PERFORMED BEFORE NOTIFICATION**

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

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

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

▪ **UNSUBSTANTIATED COSTS**

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

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,229,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

▪ **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

▪ **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

▪ **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for

October 11, 2021

Resolution Book 52, Page 239S

allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

### **▪ PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

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

### **▪ INTERNAL APPROVALS**

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

### **▪ TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

### **▪ FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

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

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

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

## **21. OTHER PROVISIONS**

### **REFERENCES**

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

### **INDEMNIFICATION OF DEPARTMENT**

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



#### **DEBARMENT POLICY**

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

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

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

#### **OTHER AGREEMENTS**

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

#### **AVAILABILITY OF FUNDS**

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

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

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

#### **TERMINATION OF PROJECT**

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

#### **AUDITS**

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

#### **REIMBURSEMENT BY MUNICIPALITY**

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

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

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

#### **ENTIRE AGREEMENT**

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

#### **AUTHORIZATION TO EXECUTE**

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

#### **FACSIMILE SIGNATURES**

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

#### **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

## **22. SUNSET PROVISION**

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

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

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

CITY OF CHARLOTTE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

Federal Tax Identification Number

\_\_\_\_\_

City of Charlotte

Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

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

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 06/10/2021 (Date)

**RESOLUTION AUTHORIZING THE CONVEYANCE  
OF REAL PROPERTY TO  
JCB URBAN COMPANY**

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**WHEREAS**, the City of Charlotte (the “City”) owns in fee simple three vacant parcels of property more particularly identified as: i) Tax Parcel No. 077-192-12, located at 3221 Isenhour Street, ii) Tax Parcel No. 077-192-13, located at 1005 Patch Avenue, and iii) Tax Parcel No. 077-192-21, located off of Atando Avenue, all of which are in Charlotte, Mecklenburg County, North Carolina (collectively referred to as the "Property"); and

**WHEREAS**, the Property is not currently being used for any City purpose and an appraisal in August 2021 determined its current fair market value to be \$86,000; and

**WHEREAS**, on April 20, 2021, this proposed transaction was submitted and reviewed by the Planning Committee of the Charlotte-Mecklenburg Planning Commission in accordance with Mandatory Referral Legislation, without comment; and

**WHEREAS**, JCB Urban Company, a North Carolina corporation, (“Buyer”) desires for the City to sell the Property for development of affordable housing units (townhomes) and for a purchase price of \$90,000 (the “Purchase Price”); and

**WHEREAS**, the Property shall be restricted to development for affordable housing as follows: Buyer shall develop four (4) townhome units, all of which shall be affordable housing units, and be set aside for sale as HouseCharlotte qualified units to a family earning eighty percent (80%) of the Charlotte, NC, Metropolitan Area Median Income, as determined annually by HUD and adjusted for family size (a “Qualified Buyer”), for a term of fifteen (15) years (the “Affordability Period”), pursuant to restrictive covenants running with the Property. The Affordable Housing Units shall be developed within three (3) years of the date of the Deed conveying the Property to Buyer. In the event Buyer fails to timely develop the Property, Buyer shall convey the Property back to City upon its request and payment to Buyer in the amount of the Purchase Price; and

**WHEREAS**, City of Charlotte Charter §8.22 authorizes the city to convey real property by private sale when it determines that the sale will advance or further any Council adopted urban revitalization or land use plan or policy; and

**WHEREAS**, the City Council of the City of Charlotte has determined that the sale of the Property to JCB Urban Company will advance the City’s 2016 Council-adopted goal to create 5,000 affordable and workforce housing units and is also consistent with the Council-adopted 2018 “Housing Charlotte Framework” policy; and

**WHEREAS**, notice of the proposed transaction was advertised at least ten days prior to the adoption of this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council for the City of Charlotte, pursuant to Section 8.22(d) of the City of Charlotte Charter, that it hereby authorizes the private sale of the above referenced Property as follows:

The City will convey fee simple title to JCB Urban Company in consideration of the Purchase Price of Ninety Thousand Dollars (\$90,000) and the restrictions as set out hereinabove. The City Manager, or his Designee, is authorized to execute all documents necessary to complete the sale of the Property in accordance with the terms and conditions hereof.

THIS THE 11<sup>th</sup> DAY OF OCTOBER 2021.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 240-241.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



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Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA ON OCTOBER 11, 2021**

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

- WHEREAS, North Carolina General Statute §160A-461 authorizes 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, In 1995, Charlotte City Council approved a Water and Sewer Agreement between the City of Charlotte and the Water and Sewer Authority of Cabarrus County (WSACC), under which the City of Charlotte would construct certain sanitary sewer lines along Rocky River in northeast Mecklenburg County, and whereby WSACC would accept and treat wastewater discharged into those lines from Charlotte Water's wastewater collection system (the "Water and Sewer Agreement"); and
- WHEREAS, In 1997, 1998, and 1999, the City of Charlotte and WSACC modified the Water and Sewer Agreement to provide for construction of additional sanitary sewer lines along a tributary of Rocky River known as Clarke Creek, which would serve other basins within eastern Mecklenburg County ("Phase I Amendment 1," "Phase II and III Amendment 2," and "Phase IIIB Amendment 3"); and
- WHEREAS, In 2004, the City of Charlotte and WSACC modified the Water and Sewer Agreement to provide for construction of additional sanitary sewer lines along Reedy Creek, McKee Creek, and Caldwell Creek, whereby WSACC would accept and treat wastewater discharged into those lines from both eastern Mecklenburg County and Cabarrus County, and whereby WSACC would accept and treat wastewater discharged into those lines from Charlotte Water's wastewater collection system ("Amendment 4"); and
- WHEREAS, In 2005, the City of Charlotte and WSACC modified the Water and Sewer Agreement to provide for construction of additional sanitary sewer lines in both Mecklenburg and Cabarrus Counties to serve the Fuda Creek Basin in eastern Mecklenburg County ("Amendment 5"); and
- WHEREAS, In 2019, the City of Charlotte and WSACC modified the Water and Sewer Agreement to partially fund a project originating in Cabarrus County, extending to Mecklenburg County in order to bypass the Back Creek Pumping Station near University City Boulevard ("Amendment 6"); and
- WHEREAS, In 2020, the City of Charlotte and WSACC modified the Water and Sewer Agreement to partially fund the Rocky River Regional Wastewater Treatment Plant (RRWWTP) Expansion Study, which was aimed at evaluating the expansion needs for the RRWWTP, located in Cabarrus County, to accommodate increasing flows from Mecklenburg County ("Amendment 7"); and
- WHEREAS, The City of Charlotte and WSACC now seek to modify the Water and Sewer Agreement to partially fund the Lower Rocky River Pump Station Expansion project to provide Charlotte Water with additional wastewater treatment capacity in Cabarrus County, to accommodate increasing flows from northeastern and southeastern Mecklenburg County, including portions of surrounding towns.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:**

That the Modification to the Water and Sewer Agreement between the City of Charlotte and the Water and Sewer Authority of Cabarrus County is hereby approved and ratified

and the Director of Charlotte Water and any successor so titled, or her designees, is authorized to execute same.

Adopted this the 11<sup>th</sup> day of October 2021 at Charlotte, North Carolina.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 242-243\_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



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Stephanie C. Kelly, City Clerk, MMC, NCCMC



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA ON OCTOBER 11<sup>th</sup>, 2021**

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

- WHEREAS, North Carolina General Statute §160A-461 authorizes 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 Mecklenburg Soil and Water Conservation District (the "District") share the goal of educating residents about the storm drainage system, source pollution, and the effects of stream bank erosion in order to influence the behaviors of residents to positively impact water quality in Mecklenburg County; and
- WHEREAS, The City of Charlotte and the District recognize that stream bank erosion may result in excessive soil erosion and may expose and potentially compromise sanitary sewer laterals located on or near private properties; and
- WHEREAS, The District has been awarded a technical assistance grant for urban stream conservation and educational outreach; and
- WHEREAS, The City of Charlotte and the District wish to enter into an agreement for the City of Charlotte to provide matching grant funds to assist with the District's grant matching compliance requirements in support of urban stream care education and community outreach.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:**

That the Agreement to Provide Grant Matching Funds between the City of Charlotte and the Mecklenburg Soil and Water Conservation District is hereby approved and ratified and the Director of Charlotte Water and any successor so titled, or her designees, is authorized to execute same.

Adopted this the 11<sup>th</sup> day of October 2021 at Charlotte, North Carolina.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 244.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE AUTHORIZING THE  
LEASE OF CITY OWNED LAND LOCATED ALONG WILKINSON BLVD TO CH-M HUB CLT,  
L.L.C. D/B/A CROW HOLDINGS INDUSTRIAL

WHEREAS, the City owns and operates Charlotte Douglas International Airport  
("**Airport**");

WHEREAS, the Airport controls property located near the intersection of Tuckaseegee  
Road and Wilkinson Blvd in Charlotte, NC, and having tax identification number 05552101  
consisting of approximately 90.8 acres ("**City Property**"); and

WHEREAS, this proposed transaction will help further the Charlotte Airport's Part 150  
Noise Compatibility Program by putting dormant land back into productive use consistent with  
the Airport Area Strategic Development Plan; and

WHEREAS, Crow Holdings Industrial ("**CHI**") desires to enter into a ground lease of 49  
acres to build a warehouse or distribution building on a section of the City Property and then lease  
the building to a third party; and

WHEREAS, City of Charlotte Charter §8.22 authorizes the City to convey real property  
by private sale when it determines that the sale will advance or further any Council-adopted  
economic development or land use plan or policy; and

WHEREAS, the City desires to enter into a 49 year ground lease to Crow Holdings  
Industrial to enable CHI to construct a warehouse or distribution center of approximately 642,000  
sq. ft and supporting infrastructure; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte pursuant to  
§8.22 of the City of Charlotte Charter, that it hereby authorizes the private lease of the above referenced  
Property as follows:

1. The City Manager or his Designee is authorized to execute all documents necessary to lease the  
Property described above to CHI, or its affiliate, upon the terms advertised.
2. The consideration for this lease will be ground rent of Four Hundred and Ninety Thousand  
Dollars (\$490,000) per year. The Ground Rent shall escalate every year for year 1 to 20 at a rate of two  
percent (2%) per year. Starting on year 25, the Ground Rent shall escalate five percent (5%) every five  
years.

**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 a Resolution adopted by the City  
Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day  
of October 2021, the reference having been made in Minute Book 154 and recorded in full in  
Resolution Book 52, Page(s) 245.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day  
of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

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

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 during a virtual meeting that is accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 5:00 p.m. on November 8, 2021.

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

**LEGAL DESCRIPTION**

COMMENCING FROM NORTH CAROLINA GEODETIC MONUMENT "DODGE" HAVING NORTH CAROLINA NAD 83/2011 GRID COORDINATES OF NORTHING: 495,451.13, EASTING:1,400,205.73 A COMBINED SCALE FACTOR OF 0.99984729; PROCEED N 42-33-55 E 8,058.44 FEET (GROUND DISTANCE), 8,057.21 FEET (GRID DISTANCE) TO THE POINT OF BEGINNING, PROCEED WITH A NEW LINE THE FOLLOWING ELEVEN (11) COURSE AND DISTANCES: 1) N 80-14-06 W 160.52 FEET TO A POINT, 2) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 286.00 FEET AN ARC LENGTH OF 109.53 FEET AND A CHORD BEARING AND DISTANCE OF N 69-15-48 W 108.87 FEET TO A POINT, 3) N 58-17-29 W 570.94 FEET TO A POINT, 4) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 286.00 FEET AN ARC LENGTH OF 85.29 FEET AND A CHORD BEARING N 49-44-53 W 84.98 FEET TO A POINT, 5) N 41-12-17 W 401.06 FEET TO A POINT, 6) S 48-41-35 W 396.83 FEET TO A POINT, 7) S 41-12-17 E 24.43 FEET TO A POINT, 8) S 12-33-21 E 162.68 FEET TO A POINT, 9) S 42-38-27 W 146.96 FEET TO A POINT, 10) S 46-08-56 E 73.49 FEET, 11) S 43-21-55 W 374.67 FEET TO A POINT BEING A COMMON CORNER WITH SETTLERS TRAIL AT WATERLYN MAP 2 AS RECORDED IN MAP BOOK 49 PAGE 469 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF SETTLERS TRAIL AT WATERLYN MAP 2 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 46-38-05 W 69.20 FEET TO A POINT, 4) N 43-31-17 W 123.54 FEET TO A POINT A COMMON CORNER WITH SETTLERS TRAIL AT WATERLYN MAP 1 AS RECORDED IN MAP BOOK 49 PAGE 129 OF THE MECKLENBURG COUNTY REGISTER OF DEEDS, THENCE WITH THE COMMON LINE OF SETTLERS TRAIL AT WATERLYN MAP 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N 43-31-17 W 284.86 FEET TO A POINT, 2) N 47-08-01 W 86.53 FEET TO A POINT, 3) N 56-24-58 W 67.96 FEET TO A POINT, 4) N 42-32-06 W 68.28 FEET TO A POINT, 5) N 47-55-26 W 253.85 FEET TO A POINT A COMMON CORNER WITH SETTLERS TRAIL AT WATERLYN PHASE 3 MAP 1 AS

RECORDED IN MAP BOOK 47 PAGE 35 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF SETTLERS TRAIL AT WATERLYN PHASE 3 MAP 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 47-54-01 W 197.36 FEET TO A POINT, 2) N 44-41-53 W 250.67 FEET TO A POINT, 3) N 60-26-44 W 82.99 FEET TO A POINT A COMMON CORNER WITH SETTLERS TRAIL AT WATERLYN PHASE 3 MAP 2 AS RECORDED IN MAP BOOK 47 PAGE 37 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF SETTLERS TRAIL AT WATERLYN N 60-26-44 W 344.16 FEET TO A POINT, SAID POINT BEING LOCATED N 54-23-15 E 4.64 FEET FROM A #4 REBAR, SAID POINT ALSO BEING A COMMON CORNER WITH WILLIAM EDWARD THOMPSON AND BARBARA C. THOMPSON AS RECORDED IN BOOK 28918 PAGE 327 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF WILLIAM EDWARD THOMPSON AND BARBARA C. THOMPSON N 60-22-22 W 159.92 FEET TO A POINT, SAID POINT BEING LOCATED N 52-09-17 E 6.00 FEET FROM A #4 REBAR, SAID POINT ALSO BEING A COMMON CORNER WITH WILLIAM EDWARD THOMPSON REVOCABLE TRUST AS RECORDED IN BOOK 23295 PAGE 811 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF WILLIAM EDWARD REVOCABLE TRUST N 62-15-24 W 103.78 FEET TO A POINT, SAID POINT BEING LOCATED N 71-01-44 E 7.00 FEET FROM A 1" PIPE, SAID POINT ALSO BEING A COMMON CORNER WITH HILDA M. THOMPSON LIVING TRUST AS RECORDED IN BOOK 32185 PAGE 855 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF HILDA M. THOMPSON LIVING TRUST THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 59-15-18 W 83.86 FEET TO A FOUND #5 REBAR, 2) N 22-15-12 W 145.43 FEET TO A FOUND #5 REBAR, 3) S 77-40-34 W, PASSING A FOUND #5 REBAR AT 1706.12 FEET, A TOTAL DISTANCE OF 1743.23 FEET TO A POINT IN THE CENTER OF SHOPTON ROAD WEST SR# 1116 HAVING A PUBLIC RIGHT OF WAY OF UNKNOWN WIDTH, THENCE WITH THE CENTER OF SHOPTON ROAD WEST THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 05-25-39 W 237.25 FEET TO A POINT, 2) WITH A CURVE TO THE LEFT HAVING A RADIUS OF 9891.67 FEET AN ARC LENGTH OF 182.75 FEET AND A CHORD BEARING AND DISTANCE OF N 05-56-49 W 182.75 FEET TO A POINT, 3) N 08-48-54 W 98.41 FEET TO A POINT A COMMON CORNER WITH CHARLES HUNTER AND JENNIFER HUNTER AS RECORDED IN BOOK 30167 PAGE 481 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF CHARLES HUNTER AND JENNIFER HUNTER N 74-30-46 E, PASSING A FOUND DISTURBED #5 REBAR AT 28.14 FEET, A TOTAL DISTANCE OF 453.93 FEET TO A FOUND STONE A COMMON CORNER WITH W.H. EVANS AND JEANETTE S. EVANS AS RECORDED IN BOOK 2280 PAGE 254 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF W.H. EVANS AND JEANETTE S. EVANS THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 74-49-16 E 1077.57 FEET TO A FOUND 1.25" ANGLE IRON, 2) N 36-21-44 W 609.00' TO A SET #5 REBAR, 3) S 77-51-12 W 1413.95 FEET TO A POINT IN THE CENTER OF AFOREMENTIONED SHOPTON ROAD WEST, THENCE WITH THE CENTER OF SHOPTON ROAD WEST THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 36-45-18 W 55.92 FEET TO A POINT, 2) N 40-52-18 W 100.00 FEET TO A POINT, 3) N 44-19-18 W 100.00 FEET TO A POINT A COMMON CORNER WITH JOHN G. BLACKMON, JR, RICHARD H. BLACKMON, ANN B.

BASS AND WILLIAM S. BLACKMON AS RECORDED IN BOOK 7158 PAGE 483 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JOHN G. BLACKMON, JR, RICHARD H. BLACKMON, ANN B. BASS AND WILLIAM S. BLACKMON THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 13-21-18 W 729.94 FEET TO

A FOUND 2" ANGLE IRON, 2) N 14-56-06 W, PASSING A FOUND #5 REBAR AT 1026.17 FEET, A TOTAL DISTANCE OF 1066.09 FEET TO A POINT IN THE CENTER OF SLEDGE ROAD SR# 1119 HAVING A PUBLIC RIGHT OF WAY OF UNKNOWN WIDTH, THENCE WITH THE CENTER OF SLEDGE ROAD SR# 1119 N 77-54-08 E 230.01 FEET TO A POINT A COMMON CORNER WITH JG BLACKMON, LLC AS RECORDED IN BOOK 33597 PAGE 225 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JG BLACKMON THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 14-51-57 E, PASSING A FOUND #5 REBAR AT 29.55 FEET, A TOTAL DISTANCE OF 600.00 FEET TO A FOUND 0.75" PIPE, 2) N 74-55-33 E 230.79 FEET TO A FOUND #5 REBAR, 3) N 14-56-50 W, PASSING A FOUND #5 REBAR AT 557.29 FEET, A TOTAL DISTANCE OF 585.51 FEET TO A POINT IN THE CENTER OF THE AFFORMENTIONED SLEDGE ROAD SR# 1119, THENCE WITH THE CENTER OF SLEDGE ROAD SR# 1119 THE FOLLOWING TEN (10) COURSES AND DISTANCES: 1) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.85 FEET AN ARC LENGTH OF 181.84 FEET AND A CHORD BEARING AND DISTANCE OF N 85-09-44 E 181.73 FEET TO A POINT, 2) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1220.93 FEET AN ARC LENGTH OF 104.83 FEET AND A CHORD BEARING AND DISTANCE OF S 88-54-26 E 104.80 FEET TO A POINT, 3) S 86-26-50 E 39.95 FEET TO A POINT, 4) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1650.00 FEET AN ARC LENGTH OF 122.09 FEET AND A CHORD BEARING AND DISTANCE OF S 84-19-45 E 122.06 FEET TO A POINT, 5) S 82-12-30 E 807.71 FEET TO A POINT, 6) S 82-13-54 E 871.04 FEET TO A POINT, 7) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1417.29 FEET AN ARC LENGTH OF 352.00 FEET AND A CHORD BEARING AND DISTANCE OF S 75-59-52 E 351.10 FEET TO A POINT, 8) S 63-38-38 E 101.28 FEET TO A POINT, 9) S 58-43-57 E 104.00 FEET, 10) S 56-28-55 E 148.85 FEET TO A POINT A COMMON CORNER WITH FIRST CAROLINA SOUTH, LLC AS RECORDED IN BOOK 31466 PAGE 620 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF FIRST CAROLINA SOUTH, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 40-43-42 W, PASSING A FOUND #5 REBAR AT 31.47 FEET, A TOTAL DISTANCE OF 880.50 FEET TO A FOUND 1.25" PIPE, 2) S 56-06-50 E 249.74 FEET TO A FOUND 1.25" AXLE A COMMON CORNER WITH JOSE ORTEZ AS RECORDED IN BOOK 24586 PAGE 590 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JOSE ORTEZ S 56-01-26 E 200.04 FEET TO A FOUND 1" PIPE A COMMON CORNER WITH JAMES KIRK NEELY AND BARBARA W. NEELY AS RECORDED IN BOOK 3080 PAGE 206 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JAMES KIRK NEELY AND BARBARA W. NEELY S 56-01-26 E 199.78 FEET TO A FOUND 1" PIPE A COMMON CORNER WITH NEELY GLENN SUBDIVISION PHASE 1 MAP 2 AS RECORDED IN MAP BOOK 46 PAGE 483 OF THE MECKELNBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF NEELY GLEN SUBDIVISION THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 56-01-26 E 608.27 FEET TO A FOUND 1" PIPE, 2) N 40-41-58 E 874.75 FEET TO A POINT IN THE CENTER OF AFOREMENTIONED SLEDGE ROAD SR# 1119, THENCE WITH THE CENTER OF SLEDGE ROAD S 55-47-06 E 399.33 FEET TO A POINT A COMMON CORNER WITH TEDDY R. WILSON AND DAVID SCOTT SUTHER AS RECORDED IN BOOK 32266 PAGE 48 AND MAP BOOK 62 PAGE 26 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF TEDDY R. WILSON AND DAVID SCOTT SUTHER THE FOLLOWING TWO (2) COURSES AND DISTANCES 1) S 19-34-38 E , PASSING A FOUND #5 REBAR AT 35.72 FEET, A TOTAL DISTANCE OF 890.05 FEET TO A FOUND 1" PIPE, 2) N 70-04-09 E 242.11 FEET TO A FOUND 1" PIPE A COMMON CORNER WITH MARY T. HAMMOND AS RECORDED ON MAP BOOK 36 PAGE 606 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE

COMMON LINE OF MARY T. HAMMOND THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 20-36-43 E 334.27 FEET TO A FOUND 5/8" PIPE, 2) S 65-21-25 E 23.90 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ROBERT STEVE WADDELL AND SHARON WADDELL BOOK 5042 PAGE 777 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ROBERT STEVE WADDELL AND SHARON WADDELL S 47-50-57 W 462.70 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH ROBERT NICHOLAS, ADRIENNE E. WADDELL, ROBERT STEVE WADDELL AND SHARON L. WADDELL AS RECORDED IN BOOK 28908 PAGE 121 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ROBERT NICHOLAS, ADRIENNE E. WADDELL, ROBERT STEVE WADDELL AND SHARON L. WADDELL THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) S 47-50-57 W 168.60 FEET TO A FOUND 1" PIPE, 2) S 39-59-12 E 425.04 FEET TO A FOUND #5 REBAR, 3) S 40-00-57 E 356.27 FEET TO A FOUND "T" POST, 4) S 27-57-09 W 14.91 FEET TO A FOUND #4 REBAR, 5) S 62-44-53 E, PASSING A FOUND #5 REBAR AT 841.17 FEET, A TOTAL DISTANCE OF 857.82 FEET TO A POINT IN THE CENTER OF STEELE CREEK ROAD AKA NC HIGHWAY 160 HAVING A VARIABLE WIDTH PUBLIC RIGHT OF WAY THENCE WITH THE CENTER OF STEELE CREEK ROAD S 09-30-51 W 173.78 FEET TO THE POINT OF BEGINNING CONTAINING 241.089 ACRES MORE OR LESS.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 246-249.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF  
KINGHURST DRIVE in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Hole In One Homes, LLC has filed a petition to close a Portion of Kinghurst Drive in the City of Charlotte; and

Whereas, a Portion of Kinghurst Drive containing 26,697 square feet or 0.61 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 11, 2021, that it intends to close a Portion of Kinghurst Drive and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on Monday, the 8<sup>th</sup> day of November 2021, to be conducted at 5:00 p.m., or as soon thereafter as practicable, on the closure of a Portion of Kinghurst Drive at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202, by such method, including in a virtual manner, necessary in response to the COVID-19 pandemic. The meeting will be accessible via the Government Channel, the City's Facebook page, or the City's YouTube page. All interested parties are invited to present comments at the public hearing regarding the closure of a Portion of Kinghurst Drive. To speak at the public hearing, please all the City Clerk's office (at 704-336-2248) or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>. Alternatively, comments of 350 words or less on the subject of the public hearing may be submitted to the City Clerk's Office at [cityclerk@charlottenc.gov](mailto:cityclerk@charlottenc.gov), between publication of this notice and 24 hours prior to the scheduled time for the beginning of the public hearing.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 246-249.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE NEWELL FARM ROAD in the City of Charlotte, Mecklenburg County, North Carolina.**

Whereas, Suncrest Real Estate & Land has filed a petition to close Newell Farm Road in the City of Charlotte; and

Whereas, Newell Farm Road containing 15,080 square feet or 0.346 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 11, 2021, that it intends to close Newell Farm Road and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on Monday, the 8<sup>th</sup> day of November 2021, to be conducted at 5:00 p.m., or as soon thereafter as practicable, on the closure of Newell Farm Road at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202, by such method, including in a virtual manner, necessary in response to the COVID-19 pandemic. The meeting will be accessible via the Government Channel, the City's Facebook page, or the City's YouTube page. All interested parties are invited to present comments at the public hearing regarding the closure of Newell Farm Road. To speak at the public hearing, please all the City Clerk's office (at 704-336-2248) or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>. Alternatively, comments of 350 words or less on the subject of the public hearing may be submitted to the City Clerk's Office at [cityclerk@charlottenc.gov](mailto:cityclerk@charlottenc.gov), between publication of this notice and 24 hours prior to the scheduled time for the beginning of the public hearing.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 251.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



**A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES**

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 11<sup>th</sup> day of October 2021 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 252-253.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**Taxpayers and Refunds Requested**

|   |           |
|---|-----------|
| CARR, CLEAVE KIRKPATRICK                | 98.54     |
| DUNCAN, EDNA S                          | 75.02     |
| FACEBOOK CHARLOTTE ANDALE               | 1,789.26  |
| GARRETT CONSTRUCTION SERVICES INC       | 1.74      |
| GOLDS GYM / EPICENTRE FITNESS GROUP INC | 1,694.84  |
| GROOMS PROPERTY MANAGEMENT INC          | 372.25    |
| GROOMS PROPERTY MANAGEMENT INC          | 372.25    |
| HARRELL, DAVID J                        | 75.02     |
| HAWES, JOHN T                           | 156.65    |
| JCB URBAN COMPANY                       | 104.43    |
| LEVITE, BENJAMIN ZIV                    | 3.23      |
| LUTTMAN, TROY CORNELIUS                 | 1.91      |
| MANGIERI, PHILIP ANTHONY                | 44.60     |
| MCDONALD'S REAL ESTATE CO               | 2,948.41  |
| MCDONALD'S REAL ESTATE CO               | 2,948.41  |
| MCKNIGHT, LAURIE                        | 232.35    |
| MERCHANT, SMITA                         | 75.02     |
| MOHANAN, INDIRA                         | 75.02     |
| NELSON, LARRY                           | 76.28     |
| NELSON, LARRY                           | 81.23     |
| NICHOLSON, WILLIAM M                    | 75.02     |
| SLOOP, JAMES MICHAEL                    | 1.05      |
| SVENDSEN, KENNETH S                     | 75.02     |
| TARGET STORE #1081                      | 2,137.41  |
| TARGET STORES #1087                     | 1,905.82  |
| TARGET STORES #2080                     | 2,786.04  |
| THOMPSON, CHARLOTTE KILE                | 75.02     |
| TSUMAS, LU ANNE                         | 525.14    |
| TWO HUNDRED EAST BLAND STREET LLC       | 10,443.57 |
| TWO HUNDRED EAST BLAND STREET LLC       | 10,443.57 |
| WALLDORF, CHRISTOPHER                   | 732.87    |
|   | <hr/>     |
|   | 40,426.99 |
|   | <hr/>     |

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 **SHADE VALLEY ROAD REALIGNMENT AND ROUNDABOUT 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 **SHADE VALLEY ROAD REALIGNMENT AND ROUNDABOUT PROJECT** and estimated to be **95 square feet of fee-simple area; 3,569 square feet (.08 ac.) sidewalk utility easement; 8,834 square feet (.20 ac.) temporary construction easement; 1,017 square feet (.02 ac.) storm drainage easement, and 7,417 square feet (.17 ac.) post construction controls easement** and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 161-051-32 and 161-052-33, said property currently owned by **LAKE HILL APARTMENTS L. P.**, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11<sup>th</sup> day of October 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 254.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11<sup>th</sup> day of October 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC