

MINUTES OF CITY COUNCIL

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A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 6:30 p.m. on September 11, 2023:

Members Present: Winston, Ajmera, Anderson, Bokhari, Driggs, Mayfield,
Mitchell, Molina, Watlington

Members Absent: Graham, Johnson

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The bond order titled, “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$235,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” was introduced at the regular meeting of the City Council on August 28, 2023, and was published on August 29, 2023, with notice that the City Council would hold a public hearing thereon on September 11, 2023 at 6:30 p.m. or as soon thereafter as practicable.

The Mayor announced that the City Council would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Refunding Bonds.

Nobody wished to be heard at the public hearing. [or if anyone speaks, insert public comment]

After the City Council had heard all persons who requested to be heard in connection with the foregoing questions, Councilmember Winston moved that the public hearing be closed. The motion was seconded by Councilmember Bokhari and was unanimously adopted.

Councilmember Mayfield/Winston moved that the following bond order be adopted without change or amendment as previously introduced at the meeting of the City Council held on August 28, 2023, and for City Council to direct the City Clerk to publish a notice of adoption of the bond order as prescribed by The Local Government Bond Act:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$235,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

WHEREAS, the City of Charlotte, North Carolina (the “City”) has previously issued its General Obligation Bond, Series 2021B (the “2021B Bond”) and its General Obligation Refunding Bonds, Series 2013B (the “2013B Bonds”);

WHEREAS, the City Council of the City (the “City Council”) deems it advisable to refund all of the outstanding principal amount of the 2021B Bond and all or a portion of the outstanding principal amount of the 2013B Bonds (the “Refunded Bonds”);

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the City (the “Refunding Bonds”) are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$235,000,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

PASSED, ADOPTED AND APPROVED this 11th day of September, 2023.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 298-299.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bonds (as defined below) authorized by the Bond Order;

WHEREAS, the City of Charlotte, North Carolina (the "*City*") desires to issue its General Obligation Refunding Bonds, Series 2023B (the "*Bonds*") in an aggregate principal amount not to exceed \$235,000,000;

WHEREAS, the City requests that the Local Government Commission (the "*Local Government Commission*") sell the Bonds through a negotiated sale to PNC Capital Markets LLC, as managing underwriter, and such co-managing underwriters as the City may select (collectively, the "*Underwriters*"), in accordance with the terms and conditions set forth in a Bond Purchase Agreement (the "*Bond Purchase Agreement*") among the City, the Local Government Commission and the Underwriters relating to the Bonds;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City and have been made available to the City Council of the City (the "*City Council*"):

1. the Bond Purchase Agreement; and
2. a Preliminary Official Statement with respect to the Bonds (the "*Preliminary Official Statement*");

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

Section 1. For purposes of this Resolution, in addition to the terms defined above, the following words have the meanings ascribed to them below:

"*Bond Order*" means the Bond Order authorizing \$235,000,000 General Obligation Refunding Bonds, adopted by the City Council on September 11, 2023 and effective on its adoption.

"*Bonds*" means the City's General Obligation Refunding Bonds, Series 2023B authorized under the Bond Order.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"*Federal Securities*" means, to the extent permitted by Section 159-72 of the General Statutes of North Carolina, as amended, and any successor statute, (a) direct obligations of the United States of America for the timely payment of which the full faith

and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of a trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bonds are rated by Moody's, S&P, if the Bonds are rated by S&P and Fitch Ratings, if the Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under laws of the State of North Carolina for the defeasance of local government bonds.

"Finance Officer" means the Chief Financial Officer of the City or such other person servicing as the City's Finance Officer, as defined in Section 159-24 of the General Statutes of North Carolina, as amended, or his or her designee.

"Fiscal Year" means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the City.

"Fitch Ratings" means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *"Fitch"* will be deemed to refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the City.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency,

“*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the City.

“*Pricing Certificate*” means the certificate of the Finance Officer, or such officer of the City authorized to act on her behalf, delivered in connection with the issuance of the Bonds which establishes the final principal and maturity amounts, the payment dates, the provisions for redemption for the Bonds, the principal amount of the bonds to be refunded, and other terms of the Bonds, in each case to make the terms of the Bonds otherwise set forth in this Resolution consistent with the actual pricing of the Bonds.

“*Refunded Bonds*” means the portion of the 2021B Bond and the 2013B Bond refunded with proceeds of the Bonds.

“*S&P*” means S&P Global Ratings, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s and Fitch Ratings designated by the City.

“*2013B Bond*” means the City’s General Obligation Refunding Bonds, Series 2013B.

“*2021B Bond*” means the City’s General Obligation Bond, Series 2021B.

Section 2. The City shall issue its Bonds in an aggregate principal amount not to exceed \$235,000,000. The final principal amount will be set forth in the Pricing Certificate.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on July 1 and January 1, beginning January 1, 2024, unless the Finance Officer establishes different dates in his Pricing Certificate. The Bonds are being issued to refund the Refunded Bonds and to pay the costs of issuing the Bonds. The principal amount of the 2021B Bond and the 2013B Bonds to be refunded will be set forth in the Pricing Certificate.

Section 4. The Bonds are payable in installments on July 1 of each year beginning July 1, 2024 and ending on July 1, 2043, unless the Finance Officer establishes different dates in her Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate. The Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

Section 5. The Bonds are to be numbered from “RB-1” consecutively and upward. All Bonds shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Finance Officer is directed to maintain the registration records with respect thereto. The

Bonds shall bear the original or facsimile signatures of the Mayor or City Manager and the City Clerk or the Deputy City Clerk, or their respective designees.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Finance Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement Bonds in accordance with DTC’s rules and procedures.

Section 8. Unless changed by the Finance Officer in the Pricing Certificate, the Bonds maturing on or before July 1, 2033 will not be subject to redemption prior to maturity. The Bonds maturing on and after July 1, 2034 will be subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after July 1, 2033, at the redemption price of the principal amount of Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the Bonds are called for redemption, the City shall select the maturity or maturities of the Bonds to be redeemed in such manner as the City in its discretion may determine and DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed in accordance with its rules and procedures (if, at the time of such redemption, the book-entry system with respect to the Bonds is discontinued, the City shall select the portion of the Bonds to be redeemed by lot or in such manner as the City in its discretion may determine); provided, however, that the portion of any Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. Whenever the City elects to redeem Bonds, notice of such redemption of Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the Bonds or portions thereof to be redeemed and further stating that on such redemption date there shall become due and

payable on each Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rulemaking Board through the EMMA system, but any failure or defect in respect thereto will not affect the validity of the redemption.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

Section 9. The Bonds, subject to any modifications made in the Pricing Certificate, and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 10. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bonds from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code. The Finance Officer, or her designee, is hereby authorized to execute a non-arbitrage certificate with respect to the Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 11. The Finance Officer is hereby directed to create and establish a special fund on the City's books and records to be designated "*City of Charlotte, North Carolina General Obligation Bonds, Series 2023B Cost of Issuance Fund*" or such other

name as the Finance Officer may determine (the “*Costs of Issuance Fund*”). From the proceeds of the Bonds, the State Treasurer will (1) cause the amounts set forth in the Pricing Certificate needed to redeem the outstanding 2021B Bond and the 2013B Bonds to be refunded to be transferred to registered owners of the 2021B Bond and the 2013B Bonds, respectively, as provided for in the closing memorandum for the Bonds, and (2) transfer the balance of the proceeds from the sale of the Bonds to the Costs of Issuance Fund.

Proceeds on deposit in the Costs of Issuance Fund shall be used to pay the costs of issuance of the Bonds. Funds on deposit in the Costs of Issuance Fund shall be invested and reinvested by the Finance Officer as permitted by the laws of the State of North Carolina. The Finance Officer shall keep and maintain adequate records pertaining to each account and all disbursements from each account so as to satisfy the requirements of the laws of the State of North Carolina and assure that the City maintains its covenants with respect to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in the Costs of Issuance Fund, the Finance Officer shall apply the remaining proceeds of the Bonds to pay interest on the Bonds on January 1, 2024.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Local Government Commission is hereby requested to sell the Bonds through a private sale without advertisement to the Underwriters pursuant to the terms of the Bond Purchase Agreement at such prices as the Local Government Commission determines to be in the best interest of the City, subject to the approval of the Authorized Officers, as defined below, each such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement. The Bonds will be sold at interest rates that result in a true interest cost not to exceed [rate set forth in the Statement of Disclosures]% and at a minimum purchase price of ninety-eight percent (98%) of the face value of the Bonds. The form and content of the Bond Purchase Agreement are in all respects approved and confirmed, and the Mayor, the Mayor Pro Tem, the City Manager or the Finance Officer of the City, or their respective designees (the “*Authorized Officers*”), are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council’s approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 14. The Authorized Officers and the City Clerk or Deputy City Clerk are hereby authorized and directed, individually and collectively, (1) to cause the Bonds to be prepared and (2) when they have been duly sold by the Local Government Commission, (a) to execute the Bonds and (b) to turn the Bonds over to the registrar and transfer agent of the City for delivery through the facilities of DTC to the Underwriters.

Section 15. The form and content of the Preliminary Official Statement, and the final Official Statement related to the Bonds which will be substantially in the form of the Preliminary Official Statement (the "*Final Official Statement*"), are in all respects authorized, approved and confirmed, and the Finance Officer is authorized, empowered and directed to deliver the Preliminary Official Statement and the Final Official Statement in substantially the form and content of the Preliminary Official Statement made available to the City Council, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate. The City Council hereby approves the distribution of the Preliminary Official Statement and the Final Official Statement by the Underwriter in connection with the offer and sale of the Bonds.

Section 16. The Authorized Officers, the City Clerk and the Deputy City Clerk, and their respective designees, are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the Bonds. All actions previously taken by any of the Authorized Officers and the City Clerk, or their designee or those officers of the City authorized to act on their behalf, related to the Bonds and the proceedings therefor are hereby ratified and approved. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 17. The City agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the Bonds, to provide to the MSRB:

(1) by not later than seven months after the end of each Fiscal Year, the audited financial statements of the City for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the

captions **“THE CITY--DEBT INFORMATION”** and **“--TAX INFORMATION”** (excluding information on overlapping units) in the Final Official Statement referred to in Section 15;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (g) modification of the rights of the beneficial owners of the Bonds, if material;
- (h) call of any of the Bonds other than pursuant to a sinking fund redemption, if material, and tender offers;
- (i) defeasance of any of the Bonds;
- (j) release, substitution or sale of any property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the City;
- (m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions,

other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect the beneficial owners of the Bonds, if material; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(4) in a timely manner, notice of the failure by the City to provide the required annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this Section, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “*financial obligation*” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds, including an action for specific performance of the City’s obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the Bonds.

All documents provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of each Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners of the Bonds, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds then outstanding at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 18. Those portions of this Resolution other than Section 17 may be amended or supplemented, from time to time, without the consent of the owners of the Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of such Bonds and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes, including, without limitation, amendments which may be necessary to maintain the book-entry system. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the Bonds then outstanding, exclusive of such Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any owner of affected Bonds, reduce the principal amount of any such Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 17, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of such Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of such Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the City shall cause notice of the proposed amendment to be sent to each owner of such Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books, or by such other method as may be acceptable to the owners of the Bonds; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the City for inspection by all owners of such Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of such Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 19. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of any of the Bonds the principal of such Bonds (including interest to become due thereon) and, premium, if any, on such Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, and then, to the extent permitted by law, such Bonds shall be considered to have been discharged and satisfied and the principal of such Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification agent that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance with respect to such Bonds, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the owners of such Bonds that such moneys are so available for such payment.

Section 20. Any portion of the Bond Order remaining after the issuance of the Bonds will be deemed to be repealed and will no longer be considered authorized but unissued under the Bond Order.

Section 21. All acts and doings of any officer of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of

the Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 23. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 24. This Bond Resolution is effective on its adoption.

PASSED, ADOPTED AND APPROVED this 11th day of September, 2023.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 300-315.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes, Deputy City Clerk

APPENDIX A

No. RB-

\$

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF CHARLOTTE**

**INTEREST
RATE**

MATURITY DATE

DATED DATE

CUSIP

REGISTERED OWNER: CEDE & Co.

PRINCIPAL SUM: DOLLARS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2023B

THE CITY OF CHARLOTTE, NORTH CAROLINA (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, computed on the basis of a 360-day year of twelve 30-day months, payable on January 1, 2024 and semiannually thereafter on July 1 and January 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Bond Act, a bond resolution adopted by the City Council of the City on September 11, 2023 and a bond order adopted by the City Council of the City on September 11, 2023 and effective on the date of its adoption. The Bonds will initially be issued by means of a book-entry system as described in the Bond Resolution. The Bonds are issued to provide funds (1) to refund the City’s General Obligation Bond, Series 2021B, (2) to refund the City’s General Obligation Bonds, Series 2013B and (3) to pay the costs of issuing the Bonds.

The Bonds maturing on and after July 1, 2034 will be subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after July 1, 2033, at the redemption price of the principal amount of Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the Bonds are called for redemption, the City shall select the maturity or maturities of the Bonds to be redeemed in such manner as the City in its discretion may determine and DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed in accordance with its rules and procedures (if, at the time of such redemption, the book-entry system with respect to the Bonds is discontinued, the City shall select the portion of the Bonds to be redeemed by lot or in such manner as the City in its discretion may determine); provided, however, that the portion of any Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. Whenever the City elects to redeem Bonds, notice of such redemption of Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the Bonds or portions thereof to be redeemed and further stating that on such redemption date there shall become due and payable on each Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Local Government Commission of North Carolina (the "*Local Government Commission*") and (2) to the Municipal Securities Rulemaking Board through the EMMA system.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

City Clerk

Mayor

Date of Execution: November __, 2023

The issue hereof has been approved under the
provisions of The Local Government Bond Act.

SHARON G. EDMUNDSON
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and
appoints

Attorney to register the transfer of the within Bond on the books kept for registration
thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be
guaranteed by a Participant in the
Securities Transfer Agent Medallion
Program ("*Stamp*") or similar
program.

NOTICE: The signature to this
assignment must correspond with the
name as it appears on the face of the
within Bond in every particular, without
alteration, enlargement or any change
whatever.

TRANSFER FEE MAY BE REQUIRED

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$200,000,000 GENERAL OBLIGATION BOND OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the Bond Orders (as defined in Appendix A) have been adopted, and it is desirable to make provision for the issuance of the Bond authorized by the Bond Orders;

WHEREAS, the City of Charlotte, North Carolina (the “City”) desires to issue its General Obligation Bond, Series 2023C in an aggregate principal amount of \$200,000,000 (the “Bond”) and to request that the Local Government Commission (the “Commission”) sell the Bond to Wells Fargo Bank, National Association, or its affiliate (the “Bank”), in accordance with the terms provided herein and in a Bond Purchase and Advance Agreement to be dated on or about November 7, 2023 (the “Purchase Agreement”) between the City and the Bank;

WHEREAS, the City Council has determined that it is in the best interest of the City to continue to have a short-term borrowing program to finance the capital costs of projects authorized by the Bond Orders;

WHEREAS, the City Council has determined to authorize the Bond to evidence its short-term borrowing program to finance capital costs of projects authorized by the Bond Orders;

WHEREAS, the City Council has considered and recognizes that variable interest rate debt instruments may subject the City to the risk of higher interest rates but believes that utilizing the short-term financing as an interim source of funding for paying costs of the projects authorized by the Bond Orders lowers the City’s overall cost of capital and therefore is superior to issuing fixed rate bonds for such purpose at this time;

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

Section 1. For purposes of this Bond Resolution, all capitalized, undefined words have the meanings ascribed to them in Appendix A hereto

Section 2. The City is hereby authorized to issue not to exceed \$200,000,000 in total aggregate principal amount of its Bond. The City Manager and the Chief Financial Officer of the City, and their designees, with advice from the City Attorney and bond counsel, are hereby authorized, directed and designated to provide such information as the North Carolina Local Government Commission requests related to the issuance of the Bond.

Although the Bond will be issued in a nominal principal amount of \$200,000,000, because proceeds of the Bond are being drawn down over time and the total principal amount may not be used, the amount of each Advance will be used for purposes of

determining the amount of bonds issued under and against the Bond Orders. An Advance may be made against a Bond Order only within the time that bonds may be issued under such Bond Order in accordance with Section 159-64 of the North Carolina General Statutes. The Chief Financial Officer, or her designee, will indicate as part of each Advance the amount to be applied against each Bond Order.

Section 3. The Bond shall be issued on the terms set forth in Appendix A. The Bond is being issued to provide funds to pay the capital costs of the Projects authorized by the Bond Orders.

Section 4. Each of the Mayor, the City Manager, the Chief Financial Officer, the City Treasurer and the Debt Manager, or their respective designees (the “*Authorized Officers*”), are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Bond Resolution and the Purchase Agreement except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Resolution, (b) any agreement to which the City is bound, (c) any rule or regulation of the City or (d) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

From the adoption of this Bond Resolution until the date of the first issuance of the Bond hereunder, the City Manager and the Chief Financial Officer are each hereby authorized, empowered and directed to make any changes, modifications, additions or deletions to Appendix A hereto as shall to them seem necessary, desirable or appropriate and that in their opinion may be necessary to implement the intent of this Bond Resolution. Such changes, modifications, additions or deletions to Appendix A shall be set forth in a certificate executed by the City Manager or the Chief Financial Officer on the date of issuance of the Bond hereunder.

Section 5. The form and content of the Purchase Agreement are and the same hereby is in all respects approved and confirmed, and each of the Authorized Officers be and they hereby are authorized, empowered, and directed to execute and deliver the Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein.

Section 6. From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers and the City Clerk and Deputy City Clerk, and their respective designees, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all

other documents as may be necessary in the issuance of the Bond and administering the Purchase Agreement such that they continue to serve the purpose for which they were executed and delivered. All actions previously taken by any of the Authorized Officers and the City Clerk, or their designee or those officers of the City authorized to act on their behalf, related to the Bond and the proceedings therefor are hereby ratified and approved.

The Authorized Officers and the City Clerk and the Deputy City Clerk are each hereby authorized and directed to prepare and furnish, when the Bond is issued, certified copies of all the proceedings and records of the City Council relating to the Bond, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the Bond as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

All acts and doings of the Authorized Officers and the City Clerk and the Deputy City Clerk that are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bond are in all respects approved and confirmed. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 7. The Commission is hereby requested to sell the Bond by private sale without advertisement to the Bank at such prices as the Commission determines to be in the best interest of the City and in accordance with the provisions of the Purchase Agreement. The Bond will be sold at 100% of the principal amount thereof in accordance with the provisions hereof and will bear interest at the variable interest rates set forth in Appendix A to this Bond Resolution. The Authorized Officers and the City Clerk and the Deputy City Clerk are hereby authorized and directed to cause the Bond to be prepared and, when they shall have been duly sold by the Commission, to execute the Bond for delivery to the Bank.

Section 8. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bond authorized hereunder.

Section 9. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 10. That this Bond Resolution is effective on the date of its adoption.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 316-341.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes, Deputy City Clerk

APPENDIX A

to

CITY OF CHARLOTTE, NORTH CAROLINA

BOND RESOLUTION ADOPTED SEPTEMBER 11, 2023

Relating to the Issuance of

\$200,000,000

***General Obligation Bond, Series 2023C
(Draw Program)***

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ARTICLE I

DEFINITIONS

Section 1.01 ***Meaning of Words and Terms.*** The following terms, except where the context indicates otherwise, have the respective meanings set forth below:

“*Advance*” means all advances of the purchase price of the Bond made by the Purchaser under the Purchase Agreement on or before the Advance Termination Date.

“*Advance Termination Date*” has the meaning assigned to such term in Section 4.01.

“*Amortization Period*” means the five year period beginning on the Full Funding Date and ending on the Maturity Date.

“*Appendix A*” means this Appendix A which is attached to, and incorporated in, the Bond Resolution.

“*Applicable Factor*” means 79%.

“*Applicable Spread*” has the meaning set forth in the Purchase Agreement.

“*Authorized Officers*” has the meaning set forth in the Bond Resolution.

“*Base Rate*” means, for any date of determination, a fluctuating rate of interest per annum equal to the highest of (a) the Fed Funds Rate plus 2.00%, (b) the Prime Rate plus 1.00%, or (c) 7.00%.

“*Benchmark Floor*” means a rate of interest equal to zero percent (0%).

“*Bond*” means the up to \$200,000,000 City of Charlotte, North Carolina General Obligation Bond, Series 2023C issued pursuant to the Bond Resolution and this Appendix A.

“*Bond Orders*” means, collectively, (1) the Bond Order authorizing the City to issue general obligation bonds to finance certain transportation improvements and the Bond Order authorizing the City to issue general obligation bonds to finance certain neighborhood improvements, each adopted on July 23, 2018 and approved by a majority of voters at a referendum held on November 6, 2018, and (2) the Bond Order authorizing the City to issue general obligation bonds to finance certain transportation improvements and the Bond Order authorizing the City to issue general obligation bonds to finance certain neighborhood improvements, each adopted on July 27, 2020 and approved by a majority of voters at a referendum held on November 3, 2020.

“*Bond Resolution*” means the Bond Resolution adopted by the City Council of the City on September 11, 2023 with respect to the Bond, which includes this Appendix A, and any amendments or supplements thereto.

“Business Day” means (a) for all purposes other than as set forth in clause (b) below, any day other than a Saturday, Sunday or legal holiday on which banks in Charlotte, North Carolina are open for the conduct of their commercial banking business and (b) with respect to all notices and determinations in connection with the Initial Term Interest Rate, and requests for the Advances or payments of principal and interest on the Bond, any day that is a Business Day described in clause (a) and that is also a U.S. Government Securities Business Day.

“Calculation Agent” means Wells Fargo Bank, National Association, and, if Wells Fargo Bank, National Association should decline to act as Calculation Agent, means any other person appointed by the City with the consent of the Owner. Any rate calculated or determined by the Calculation Agent will be subject to standard rounding.

“Chief Financial Officer” means the Chief Financial Officer of the City, the person performing the duties of the Chief Financial Officer or the official succeeding to the Chief Financial Officer’s principal functions, including any person serving as such in an interim capacity.

“Code” means the Internal Revenue Code of 1986, as from time to time amended.

“Commission” means the Local Government Commission of North Carolina.

“Daily Simple SOFR” means, with respect to any day (a *“SOFR Rate Day”*), a rate per annum equal to SOFR for the day (such day, the *“SOFR Determination Day”*) that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; provided, however, that if Daily Simple SOFR determined as provided above would be less than the Benchmark Floor, then Daily Simple SOFR shall be deemed to be the Benchmark Floor. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

“Default Event” has the meaning set forth in the Purchase Agreement.

“Default Rate” means the Base Rate plus three percent (3%) per annum.

“Determination of Taxability” means, with respect to the Bond, a determination

that all or a portion of the interest on the Bond is included in gross income of the Owner thereof for federal income tax purposes, as a result of an action, or failure to act, by the City, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (1) the date on which such Owner is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a result of an action, or failure to act, by the City, all or a portion of the interest on the Bond is included in the gross income of the Owner for federal income tax purposes; (2) the date on which the City receives notice from such Owner that the Owner has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Owner which asserts, in effect, that all or a portion of the interest with respect to the Bond received by the Owner is included in the gross income of the Owner for federal income tax purposes, as a result of an action, or failure to act, by the City; (3) the date on which the City is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that all or a portion of the interest on the Bond is included in the gross income of the Owner thereof for federal income tax purposes as a result of an action, or failure to act, by the City; or (4) the date on which the City is advised in writing by counsel to the Owner of the Bond that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the City has been given written notice and an opportunity, at the expense of the City, to participate and defend that interest on the Bond is included in the gross income of such Owner for federal income tax purposes, as a result of an action, or failure to act, by the City.

"Fed Funds Rate" means, for any date of determination, a fluctuating rate of interest per annum equal to the weighted average (rounded to the next higher 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average (rounded to the next higher 1/100 of 1%) of the quotations for such day on such transactions received by Wells Fargo Bank, National Association from three federal funds brokers of recognized standing selected by Wells Fargo Bank, National Association. Each determination of the Fed Funds Rate by Wells Fargo Bank, National Association shall be conclusive and binding on the City.

"Full Funding Date" means November 7, 2026.

"Initial Term Interest Rate" means a per annum rate of interest equal to the sum of (a) the Applicable Spread plus (b) the product of (i) Daily Simple SOFR multiplied by (ii) the Applicable Factor.

"Initial Term Period" means the period commencing on the Closing Date and ending on, but not including, the Full Funding Date.

“Interest Accrual Period” means the period from the date the Bond is issued to November 15, 2023, and thereafter each period beginning on and including the fifteenth calendar day of each month and ending on but excluding the fifteenth calendar day of the next succeeding month.

“Interest Payment Date” means the first Business Day of each month, commencing December 1, 2023, and any other date that interest is required to be paid on the Bond under the Purchase Agreement.

“Interest Rate” means, with respect to the Bond, (a) during the Initial Term Period, a per annum rate of interest equal to the Initial Term Interest Rate, and (b) during the Term Loan Interest Period, the Term Loan Interest Rate; provided, however, that (1) upon a Determination of Taxability, the Bond will bear interest during the Taxable Period, at a rate equal to the Taxable Rate, (2) upon the occurrence and during the continuation of a Default Event, the Interest Rate shall be a per annum rate of interest equal to the Default Rate and (3) in no event shall the Interest Rate exceed the Maximum Rate.

“Mail” means first-class United States mail, postage prepaid.

“Maturity Date” means November 7, 2031.

“Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to Wells Fargo Bank, National Association, the maximum statutory rate of federal income taxation which could apply to Wells Fargo Bank, National Association. As of the Closing Date, the Maximum Federal Corporate Tax Rate is 21%.

“Maximum Rate” means the lesser of (a) 22% per annum and (b) the maximum rate of interest permitted by applicable law.

“Owner” means the registered owner of the Bond.

“Prepayment Date” means the date on which the Bond or any portion thereof has been called for prepayment or is to be prepaid pursuant to this Appendix A.

“Prime Rate” means at any time the rate of interest most recently announced within Wells Fargo Bank, National Association, at its principal office as its prime rate, with the understanding that the Prime Rate is one of Wells Fargo Bank, National Association's base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as Bank may designate; provided, however, that if Prime Rate determined as provided above would be less than zero percent (0%), then Prime Rate shall be deemed to be zero percent (0%).

“Principal Amount” means the sum of all Advances less any prepayment of Bond. Advances and prepayments shall be recorded (which records may be electronic) on the Table of Advances and Table of Partial Prepayments attached to the Bond, however failure to record an Advance or prepayment shall not affect the Principal Amount outstanding under the Bond.

“Projects” means the projects financed with the proceeds of the Bond in accordance with the authority under the respective Bond Orders.

“Purchase Agreement” means the Bond Purchase and Advance Agreement to be dated on or about November 7, 2023 among the City, the Purchaser and the Commission related to the Purchaser’s purchase of the Bond.

“Purchaser” means Wells Fargo Capital Strategies, LLC, and its successors and assigns.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Stated Principal Amount” means \$200,000,000.

“Taxable Period” means the period beginning on the date interest on the Bond first becomes subject to inclusion in gross income as a result of a Determination of Taxability, and ends on the date (if any) such interest is no longer included in gross income.

“Taxable Rate” means an interest rate per annum equal to the product of the interest rate on the Bonds then in effect multiplied by the quotient of (a) one divided by (b) one minus the Maximum Federal Corporate Tax Rate in effect on the date of calculation.

“Term Loan Interest Rate” means for the period from the Full Funding Date to the date that is 180 days thereafter, the Base Rate, and thereafter, the Base Rate plus 1.00%; provided that the Term Loan Interest Rate shall not exceed the Maximum Rate.

“Term Loan Period” means the period, if any, commencing on the Full Funding Date and ending on the earlier of the Maturity Date or the date the Bond has been prepaid in whole prior to maturity.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

ARTICLE II

AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF BOND

Section 2.01 ***Authorization of Financing and Authorization of the Bond.*** There is hereby authorized the issuance of a general obligation bond, designated “*City of Charlotte, North Carolina General Obligation Bond, Series 2023C.*” The Bond is being issued to provide funds to pay the costs of the Projects and costs of issuing the Bond, under and in accordance with the Bond Orders. No Bond may be issued under the provisions of the Bond Resolution, including this Appendix A, except in accordance with this Article. The total principal amount of the Bond that may be issued and Outstanding is hereby expressly limited to the Stated Principal Amount.

Section 2.02 ***Issuance of the Bond.*** The Bond will be issuable as a fully registered bond in the Stated Principal Amount. The Bond will be numbered RC-1 and will be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A. The execution and delivery of the Bond by the City under the Bond Resolution is conclusive evidence of the approval of the form of the Bond by the City Council, including any insertions, omissions, variations, notations, legends or endorsements authorized by the Bond Resolution.

Section 2.03 ***Details of the Bond; Payment.***

(a) (i) The Bond will mature, subject to prepayment as set forth herein, on the Maturity Date and will bear interest at the Interest Rate. Interest payable on the Bond shall be determined based on the Principal Amount of the Bond. Interest payable on the Bond shall be calculated on the basis of the actual number of days elapsed in a 360 day year as the case may be. Interest shall accrue during each period for which interest is computed from and including the first day thereof to but excluding the last day thereof. The amount of interest payable on each Interest Payment Date shall be the amount of interest that accrued during the immediately preceding Interest Accrual Period and shall be calculated by the Calculation Agent in accordance with the Purchase Agreement. Interest on the Bond will be payable in arrears.

(ii) The Calculation Agent shall determine the Interest Rate for the Bond for each day during each Interest Accrual Period while the Bond is

outstanding in the manner provided for in this Bond Resolution, including the definitions of Interest Rate, Interest Accrual Period and Daily Simple SOFR.

(iii) Upon the request of the City, the Calculation Agent shall confirm the Interest Rate then in effect.

(iv) The determination of the Interest Rate by the Calculation Agent shall be conclusive and binding on the City and the Owner absent manifest error. In determining the Interest Rate the Calculation Agent shall have no liability to the City or the Owner except for its negligence or willful misconduct.

(v) If a Determination of Taxability occurs with respect to the Bond, to the extent the interest borne by such Bond becomes subject to inclusion in gross income, then the principal amount outstanding of such Bond will bear interest during the Taxable Period at the Taxable Rate. In such an event, the City shall also be responsible for payment of any interest, penalties or charges owed by the Owner as a result of interest becoming includable in the gross income of the Owner, together with any and all reasonable attorneys' fees, court costs or other out-of-pocket costs incurred by the Owner in connection therewith.

(vi) Notwithstanding the foregoing provisions of this section, on the occurrence and continuation of a Default Event, the interest rate on the Bond will be established at all times equal to the Default Rate, such rate not to exceed the Maximum Rate.

(b) The Bond is a general obligation of the City for the payment of the principal of and interest on which it has pledged its faith and credit.

The Bond shall be registered as to principal and interest, and the Chief Financial Officer, or her designee, is directed to maintain the registration records with respect thereto. One definitive Bond is to be delivered to the Purchaser. The books and records of the City of the Amount Advanced (less any amounts previously prepaid) on the Bond shall be deemed controlling, absent manifest error. Principal of and interest on the Bond shall be payable to the registered owner appearing on the registration records by wire transfer or by check, mailed to such registered owner at its address or in accordance with the wire instructions, as applicable, as it appears on such registration books and shall be received by the registered owner on the date such payment is due.

Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

(c) Both the principal of and the interest on the Bond are payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The Bond shall bear interest from its date until the Principal

Amount has been paid, but if such Bond has matured or has been called for prepayment and the Prepayment Date has occurred and funds are available for the payment thereof in full in accordance with the terms of the Bond Resolution, such Bond shall then cease to bear interest as of the maturity date or Prepayment Date, as applicable. The Bond will be dated as of its date of issuance, except that a Bond issued in exchange for or on the registration of transfer of the Bond will be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless (1) the date of such authentication precedes the first Interest Payment Date, in which case it will be dated as of the date of the initial issuance of the Bond or (2) the date of such authentication is an Interest Payment Date to which interest on the Bond has been paid in full or duly provided for in accordance with the terms of this Appendix A, in which case it will be dated as of such Interest Payment Date; except that if interest on the Bond is in default, the Bond executed and delivered in exchange for or on registration of transfer of the Bond will be dated as of the date to which interest on the Bond has been paid in full. If no interest has been paid on the Bond, the Bond executed and delivered in exchange for or on the registration of transfer of the Bond will be dated as of the initial issuance of the Bond.

Section 2.04 ***Restriction on Transfer of the Bond.*** This Bond may not be transferred other than to (a) an affiliate of the Owner who is a “*qualified institutional buyer*” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, (b) a trust or custodial arrangement established by the Owner or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, or (c) to a person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of \$5,000,000,000 or more that has executed and delivered to the City an investor letter in the form satisfactory to the City. In no event shall the Bond be transferred to any person or entity who holds the Bond for the benefit of a person or entity that is not a qualified institutional buyer or as part of a pool of assets in which persons that are not qualified institutional buyers may invest, such as a mutual fund or retirement plan.

The City will have no obligation to pay any amounts due on the Bond to anyone other than the Owner of the Bond as shown on the registration books kept by the City.

Section 2.05 ***Changed Circumstances related to Interest Rate.***

(a) ***Inability to Determine Interest Rates; Illegality.*** Subject to the Benchmark Replacement Provisions below, if the Calculation Agent determines (any determination of which shall be conclusive and binding on the City) that either (i) Daily Simple SOFR cannot be determined pursuant to the definition thereof other than as a result of a Benchmark Transition Event (an “*Inability Determination*”) or (ii) any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Purchaser to make or maintain an advance under the Bond based on Daily Simple SOFR, or to determine or charge interest rates based upon Daily Simple SOFR (an “*Illegality*”

Determination”), then the Calculation Agent will so notify the City. The outstanding Amount Advanced under the Bond shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at a fluctuating rate per annum determined by the Calculation Agent to be equal to the Prime Rate in effect from time to time, from the date of an Inability Determination or an Illegality Determination until the Calculation Agent revokes such Inability Determination or notifies the City that the circumstances giving rise to such Illegality Determination no longer exist, as applicable. When interest is determined in relation to the Prime Rate, each change in the rate of interest hereunder shall become effective on the date each Prime Rate change is announced. Notwithstanding any of the foregoing to the contrary, if a Benchmark Replacement is subsequently determined in accordance with applicable Benchmark Replacement Provisions, that Benchmark Replacement, plus the Applicable Spread, will become effective on the Benchmark Replacement Date and will then supersede the Prime Rate determined in accordance with this provision.

(b) *Benchmark Replacement Provisions.* Notwithstanding anything to the contrary contained in this Appendix A:

(i) Benchmark Replacement. If a Benchmark Transition Event occurs, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes under this Appendix A. Any Benchmark Replacement will become effective on the applicable Benchmark Replacement Date without any further action or consent of the City.

(ii) Benchmark Replacement Conforming Changes. The Calculation Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the City.

(iii) Notices; Standards for Decisions and Determinations. The Calculation Agent will promptly notify the City of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Calculation Agent pursuant to these Benchmark Replacement Provisions, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and will be made in its sole discretion and without the consent of the City.

(iv) Certain Defined Terms. As used in this Section 2.05, each of the following capitalized terms has the meaning given to such term below:

“Benchmark” means, initially, Daily Simple SOFR; provided, however, that if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then *“Benchmark”* means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to the provisions of this Bond Resolution.

“Benchmark Administrator” means, initially, the SOFR Administrator, or any successor administrator of the then-current Benchmark or any insolvency or resolution official with authority over such administrator.

“Benchmark Replacement” means the sum of: (A) the alternate rate of interest that has been selected by the Calculation Agent as the replacement for the then-current Benchmark; and (B) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Calculation Agent, in each case, giving due consideration to (x) any selection or recommendation by the Relevant Governmental Body at such time for a replacement rate, the mechanism for determining such a rate, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such rate, or (y) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark, the methodology or conventions applicable to such rate, or the spread adjustment, or method for calculating or determining such spread adjustment, for such alternate rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time; provided, however, that if the Benchmark Replacement as determined as provided above would be less than the Benchmark Floor, then Benchmark Replacement shall be deemed to be the Benchmark Floor, subject to any other applicable floor rate provision.

“Benchmark Replacement Conforming Changes” means any technical, administrative or operational changes (including, without limitation, changes to the definition of “U.S. Government Securities Business Day,” the timing and frequency of determining rates and making payments of interest, prepayment provisions and other technical, administrative or operational matters) that the Calculation Agent decides may be appropriate to reflect the adoption and implementation of a Benchmark Replacement and to permit the administration thereof by the Calculation Agent.

“Benchmark Replacement Date” means the date specified by the Calculation Agent in a notice to the City following a Benchmark Transition Event.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark: a public statement or publication of information by or on behalf of the Benchmark Administrator or a regulatory supervisor for the Benchmark Administrator announcing that (A) the Benchmark Administrator has ceased or will cease to provide the Benchmark permanently or indefinitely or (B) the Benchmark is no longer, or as of a specified future date will no longer be, representative of underlying markets.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or any successor thereto.

ARTICLE III

PREPAYMENT OF THE BOND

Section 3.01 ***Optional Prepayment of the Bond.*** The City may prepay the Bond, either in whole or in part, on any Business Day at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date.

Section 3.02 ***Mandatory Prepayment of the Bond.*** In the event the City does not pay the outstanding principal amount of the Bond (which equals the Advances less any amounts previously prepaid pursuant to Section 3.01) on or before the Full Funding Date, the City will prepay the Bond in full, plus accrued interest, within 30 days after the Full Funding Date unless the City has provided to the Purchaser during such 30-day period a certificate stating that on the date thereof (A) no Default Event has occurred and (B) the representations and warranties set forth in the Purchase Agreement are true and correct on the date of such certificate as if made on such date and requesting the right to repay the Bond over the Amortization Period, in which case the City shall instead pay to the Owner the outstanding principal amount of the Bond as of such date (the *“Amortization Amount”*) in installments payable on the three-month anniversary of the Full Funding Date and quarterly thereafter so that the Amortization Amount is repaid in approximately equal quarterly principal payments by the end of the Amortization Period. Any principal amount remaining unpaid on the Maturity Date shall be due and payable on the Maturity Date. In the event that the City does not deliver to the Purchaser such certificate as provided in this Section 3.02, the Bond shall be subject to special mandatory prepayment in whole on the 30th day after the Full Funding Date at a prepayment price equal to 100% of the outstanding Principal Amount of the Bond, plus accrued interest thereon to the prepayment date. The Bond shall bear interest during the Term Loan Period at the Term Loan Interest Rate.

Section 3.03 **Notice of Prepayment.** The City will provide written notice of the optional prepayment of the Bond not less than 30 days (or such lesser number of days as the Owner may accept), (1) to the Commission by Mail or electronic transmission, and (2) by Mail or electronic transmission (or by such other means as may be permitted by the Owner) to the then-registered Owner of the Bond at the last address shown on the registration books kept by the City.

Failure to provide such notice to the Commission will not affect the validity of any proceedings for such prepayment.

Section 3.04 **Record of Prepayment.** The Owner will record any prepayments of the Bond on the Table of Partial Prepayments attached to the Bond (or otherwise kept on the Owner's official books and records, which may be electronic records).

ARTICLE IV

ADVANCES

Section 4.01 **Advance of Bond Proceeds.** The City acknowledges and agrees that prior to the earliest to occur of (a) the date when the sum of the aggregate Advances made under the Purchase Agreement equals the Stated Principal Amount, (b) the date on which the Purchaser's obligation to make Advances under the Purchase Agreement terminates (as reflected in a written notice delivered by the Purchaser to the City) or (c) the Full Funding Date (the "*Advance Termination Date*"), the proceeds of the Bond will be disbursed in installments through the making of Advances by the Purchaser in accordance with the Purchase Agreement. The Chief Financial Officer or another Authorized Officer will indicate as part of each Advance the amount to be applied against each Bond Order. The date and amount of each Advance shall be noted on the Table of Advances attached to the Bond (or otherwise kept on the Purchaser's official books and records, which may be electronic records); *provided* that the failure to record any such Advance on the Table of Advances shall not affect the Principal Amount due. In no event may the total amount of all Advances exceed the Stated Principal Amount. Following the Advance Termination Date, no additional Advances may be made. On the Advance Termination Date, the positive difference, if any, between the Stated Principal Amount and the aggregate principal amount of all Advances made under the Purchase Agreement shall be deemed to have been prepaid automatically and without any further notice or act by the City or any other Person. Any such automatic prepayment of principal shall not be taken into consideration in determining the Principal Amount of the Bond and shall not be recorded on the Table of Partial Prepayments attached to the Bond.

Section 4.02 **Application of Bond Proceeds.** The Chief Financial Officer, or her designee, is hereby directed to create and establish a fund into which the proceeds from the sale of the Bond will be deposited (the "*Project Fund*"). The proceeds from each Advance will be deposited by the Purchaser with the City, and the City shall deposit such amounts in the Project Fund. The Chief Financial Officer, or her designee, shall invest and reinvest any moneys held in the Project Fund as permitted by the laws

of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the Bond to pay the costs of the Projects. The Chief Financial Officer, or her designee, shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the City maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation. The proceeds of the Bond in the Project Fund, including the investment earnings thereon, if any, will be applied to the payment of costs of the Projects.

ARTICLE V AMENDMENTS

Section 5.01 ***Amendments to Bond Resolution.*** Portions of the Bond Resolution, including this Appendix A, may be amended or supplemented, from time to time, without the consent of the Owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the Owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. All other amendments or supplements to this Resolution require the consent of the Owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest or change the monetary medium in which principal and interest is payable.

Any act done pursuant to a modification or amendment consented to by the Owner of the Bond is binding on all Owners of the Bond and will not be deemed an infringement of any of the provisions of the Bond Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of the Bond Resolution, and after consent has been given, no Owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 ***Headings.*** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Appendix A or affect its meaning, construction or effect.

Section 6.02 ***Holidays.*** Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder is stated to be due on a day which is not a Business Day, such payment or action will be made or taken on the next following

Business Day, and such extension of time will be included in computing interest, if any, in connection with such payment or action.

Section 6.03 ***Report to the Commission.*** As of June 30 of each year the City will provide to the Commission a report showing the outstanding Principal Amount of the Bond. On request, the City will send a report to the Commission demonstrating anticipated cash flow requirements for the Projects that the City anticipates financing with proceeds of the Bond during the next fiscal year.

Section 6.04 ***No Recourse Against Members, Officers or Employees of the City or the Commission.*** No recourse under, or on, any statement, obligation, covenant, or agreement contained in the Bond Resolution, in any Bond, or in any document or certification relating to the Bond, or under any judgment obtained against the City or the Commission or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, is to be had against any member, officer or employee, as such, of the City or the Commission, either directly or through the City, the Commission, or otherwise, for the payment for or to the City or the Commission or any receiver of the City or the Commission, or for, or to, any Owner or otherwise, of any sum that may be due and unpaid on any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the City or the Commission or any receiver of the City or the Commission, or for, any Owner or otherwise, of any sum that may remain due and unpaid on the Bond hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of the Bond Resolution and the issuance of the Bond.

Section 6.05 ***Governing Law.*** The Bond Resolution, including this Appendix A, is governed by and to be construed in accordance with the laws of the State of North Carolina.

[End of Appendix A]

EXHIBIT A

FORM OF BOND

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE CITY IN CONNECTION WITH THE OFFERING AND SALE OF THIS BOND. THIS BOND MAY NOT BE TRANSFERRED OTHER THAN TO (A) AN AFFILIATE OF THE OWNER WHO IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (B) A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE OWNER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS, OR (C) TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER THAT IS A COMMERCIAL BANK HAVING A COMBINED CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER, OF \$5,000,000,000 OR MORE THAT HAS EXECUTED AND DELIVERED TO THE CITY AN INVESTOR LETTER IN A FORM ACCEPTABLE TO THE CITY. IN NO EVENT SHALL THIS BOND BE TRANSFERRED TO ANY PERSON OR ENTITY WHO HOLDS THIS BOND FOR THE BENEFIT OF A PERSON OR ENTITY THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER OR AS PART OF A POOL OF ASSETS IN WHICH PERSONS THAT ARE NOT QUALIFIED INSTITUTIONAL BUYERS MAY INVEST, SUCH AS A MUTUAL FUND OR RETIREMENT PLAN.

**CITY OF CHARLOTTE, NORTH CAROLINA
GENERAL OBLIGATION BOND, SERIES 2023C**

No. RC-1 **\$200,000,000**

INTEREST RATE
Variable

DATED DATE
November 7, 2023

MATURITY DATE
November 7, 2031

CUSIP

REGISTERED OWNER: WELLS FARGO CAPITAL STRATEGIES, LLC

STATED PRINCIPAL AMOUNT: TWO HUNDRED MILLION DOLLARS

The City of Charlotte, North Carolina (the "*City*"), a municipal corporation of the State of North Carolina (the "*State*"), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Stated Principal Amount set forth above or the Principal Amount (as hereinafter defined), whichever is less, on the Maturity Date set forth above (or earlier as hereinafter described). This Bond is issued under a Bond Resolution, including Appendix A thereto (as amended or supplemented from time to time, the "*Bond Resolution*"), adopted on September 11, 2023, by the City Council of the City. This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and under The Local Government Finance Act (the "*Act*"), and the Bond Orders (as defined in the Bond Resolution). This Bond is being issued to provide funds to pay the capital costs of the projects authorized under the Bond Orders. Reference is hereby made to the Bond Resolution for the rights, duties and obligations of the City and the rights of the Owner of the Bond, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Bond Resolution. Capitalized terms used herein and not defined have the meaning ascribed to them in the Bond Resolution.

The City further promises to pay such Owner, at the address as it appears on the registration books kept by the City, interest at the Interest Rate described in the Bond Resolution and the Purchase Agreement on the lesser of (1) the Stated Principal Amount or (2) the sum of the Advances made by the Purchaser pursuant to the Bond Resolution and the Purchase Agreement (less any amount of the Bond prepaid) and as reflected in the "Table of Advances" attached hereto or kept in the Owner's records (which may be electronic records) (the "*Principal Amount*"). Interest on this Bond will be payable on the first Business Day of each month (each an "*Interest Payment Date*") from the Interest Payment Date next preceding the date of authentication (unless (1) the date of such authentication precedes the first Interest Payment Date, in which case interest with respect thereto shall be payable from the date of issuance of this Bond or (2) the date of such authentication is an Interest Payment Date to which interest on this Bond has been paid in full or duly provided for in accordance with the terms of the Bond Resolution, in which case interest with respect thereto shall be payable from such Interest Payment Date) until the Principal Amount shall have been paid or provided for in accordance with the Bond Resolution. Interest payable on this Bond shall be calculated on the basis of the actual number of days elapsed in a 360 day year.

The City may prepay this Bond, either in whole or in part, on any Business Day at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date.

In the event the City does not pay the outstanding principal amount of this Bond (which equals the Advances less any amounts previously prepaid) on or before the Full Funding Date, the City will prepay this Bond in full, plus accrued interest, within 30 days after the Full Funding Date unless the City has provided to the Purchaser during such 30-day period a certificate stating that on the date thereof (A) no Default Event has occurred and (B) the representations and warranties set forth in the Purchase Agreement are true and correct on the date of such certificate as if made on such date and requesting the right to repay this Bond over the Amortization Period, in which case the City shall instead pay to the Owner the outstanding principal amount of this Bond as of such date (the "*Amortization Amount*") in installments payable on the three-month anniversary of the Full Funding Date and quarterly thereafter so that the Amortization Amount is repaid in approximately equal quarterly principal payments by the end of the Amortization Period. Any principal amount remaining unpaid on the Maturity Date shall be due and payable on the Maturity Date. In the event that the City does not deliver to the Purchaser such certificate, this Bond shall be subject to special mandatory prepayment in whole on the 30th day after the Full Funding Date at a prepayment price equal to 100% of the outstanding principal amount of this Bond, plus accrued interest thereon to the prepayment date.

The City will provide written notice of the optional prepayment of this Bond not less than 30 days (or such lesser number of days as the Owner may accept), (1) to the Commission by Mail or electronic transmission, and (2) by Mail (or by such other means as may be permitted by the Owner) to the then-registered Owner of this Bond at the last address shown on the registration books kept by the City. Failure to provide such notice to the Commission will not affect the validity of any proceedings for such

prepayment.

The Owner will record any prepayments of this Bond on the Table of Partial Prepayments attached to this Bond (or otherwise kept on the Owner's official books and records, which may be electronic).

This Bond will be non-transferable, except as set forth on the face of this Bond. The City will have no obligation to pay any amounts due on this Bond to anyone other than the Owner of this Bond as shown on the registration books kept by the City.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City of Charlotte, North Carolina has caused this Bond to be executed with the manual or facsimile signatures of the Mayor and the City Clerk, and has caused the City's official seal or a facsimile thereof to be impressed or imprinted hereon.

CITY OF CHARLOTTE, NORTH CAROLINA

By: _____
Mayor

[SEAL]

By: _____
City Clerk

The issue hereof has been approved under the provisions of The Local Government Bond Act.

SHARON EDMUNDSON
Secretary of the Local Government Commission

Exhibit A-3

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and
appoints

Attorney to register the transfer of the within Bond on the books kept for registration
thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed
by a participant of the Securities
Transfer Agent Medallion Program
("STAMP") or similar program.

NOTICE: The signature to this assignment
must correspond with the name as it
appears on the face of the within Bond in
every particular, without alteration,
enlargement or any change whatever.

TRANSFER FEE MY BE REQUIRED

TABLE OF ADVANCES

Upon receipt of any Advance described in Section 4.01 of the Bond Resolution, the Owner shall make the appropriate notation on the table below (or otherwise keep on the Owner's official books and records, which may be electronic):

<u>Date</u>	<u>Amount Paid</u>	<u>Total Principal Payments</u>	<u>Signature of Representative of Owner</u>

TABLE OF PARTIAL PREPAYMENTS

<u>Date</u>	<u>Amount Prepaid</u>	<u>Remaining Unpaid Principal Amount</u>	<u>Signature of Representative of Owner</u>

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

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

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

WHEREAS, the NCDOT will reimburse the City up to \$1,227,519 for FY 2024; and,

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

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

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

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY
CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City
Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of
September 2023, the reference having been made in Minute Book 157, and recorded in full in
Resolution Book 54, Page(s) 342-415.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day
of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

May 24, 2023

Elizabeth Babson, Asst. City Manager
City of Charlotte, CDOT
Post Office Box 31032
Charlotte, North Carolina 28231-1032

RE: FY2024 Metropolitan Planning Grant Program (Section 5303)
Project No.: 24-08-102
WBS Element No.: 36230.5.23.6
Period of Performance: 7/1/2023-6/30/2024

Dear Ms. Babson:

On May 4, 2023, the Board of Transportation approved your organization's request for an FY24 Metropolitan Planning Grant in the amount of \$1,363,911. The agreement to be executed between City of Charlotte and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
CC: Norm Steinman, Planning Division Manager
Attachments

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

CITY OF CHARLOTTE

on behalf of Charlotte Regional Transportation Planning Organization

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
METROPOLITAN PLANNING GRANT PROGRAM**

Federal Award Identification

Application Number: **1000017709**
Agreement Number:
NCDOT Project Number(s): **24-08-102**
Federal Awarding Agency: **FTA**
Federal Award Identification
Number(s) (FAIN) Number(s): **NC-2023-033-00**
CFDA Number: **20.505**
Unique Entity Identifier (UEI)
Number: **Y84GJESBH8W5**
Total Amount of this Award(s): **\$1,363,911**
Federal Funds Awarded: **\$1,091,128**
State Funds: **\$136,391**
Local Funds: **\$136,392**
Federal Award Date: **JUNE 12, 2023**
*(date signed by authorized
official of USDOT)*

Award Period of Performance
Start Date: **JULY 1, 2023**
End Date: **JUNE 30, 2024**
Budget Period
Start Date: **JULY 1, 2023**
End Date: **JUNE 30, 2024**
*End date is date that
subrecipient if authorized to
expend funds awarded
including any carry-over*

Approved Indirect Cost Rate: **N/A**

Award is for R&D: yes/no **NO**

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Federal Funded Programs:

- ☒ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF CHARLOTTE on behalf of Charlotte Regional Transportation Planning Organization**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2023 to June 30, 2024**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **The City of Charlotte, operating as the Charlotte Regional Transportation Planning Organization, is requesting funds for transit planning in the MPO area.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant

application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE MILLION THREE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$1,363,911)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Planning WBS	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.5.23.6	\$1,363,911	\$1,091,128	\$136,391	\$136,392
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,363,911	\$1,091,128	\$136,391	\$136,392

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.
 - iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment shall be provided upon request.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all operating revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

- iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.
- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal

Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

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

- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

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

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

manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

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

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

refund the value of the Federal and State interest in that property, as the Department may require.

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

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

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

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

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

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

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

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

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

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

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

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

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

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

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

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

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

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

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

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

1) It will not use any violating facilities;

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

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

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

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

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

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

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

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

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

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

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

If Subrecipient violates this School Bus Agreement, FTA may:

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

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

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

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

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

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

For the Subrecipient:

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

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

CITY OF CHARLOTTE
on behalf of Charlotte Regional
Transportation Planning
Organization

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2024

BY:

TITLE:

ASSISTANT CITY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

Attachment 1
Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 24-08-102

APPROVED BUDGET SUMMARY

EFFECTIVE DATE JULY 1, 2023

PROJECT SPONSOR: CITY OF CHARLOTTE

PROJECT DESCRIPTION: FY24 METROPOLITAN PLANNING GRANT PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING - 36230.5.23.6 \$1,363,911
PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2024

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING - 36230.5.23.6	100%	80%	10%	10%
AGREEMENT #	\$1,363,911	\$1,091,128	\$136,391	\$136,392
 TOTAL	 \$1,363,911	 \$1,091,128	 \$136,391	 \$136,392

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-08-102
SPONSOR: CITY OF CHARLOTTE
WBS: 36230.5.23.6

<u>DEPARTMENT 4526 - PLANNING</u>		<u>APPROVED</u>
<u>OBJECT</u>	<u>TITLE</u>	<u>BUDGET</u>
M302	442100-PROG SUPT ADMIN	\$ 28,258
M304	442301-L-RNG TRN PLN SYS	\$ 1,059,741
M307	442500-TRANSP IMPROV PRG	\$ 32,936
M313	442700-OTHER ACTIVITIES	\$ 242,976
	TOTAL PLANNING	\$ 1,363,911

PROGRAM SUMMARY SHEET REQUIREMENTS

**NORTH CAROLINA**

Department of Transportation

5303
Metropolitan Transportation
Planning

FEDERAL

Planning

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support multimodal transportation planning projects in metropolitan areas and states that is cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs of transportation investment priorities. The planning programs are jointly administered by the Federal Transportation Administration (FTA) and the Federal Highway Administration (FHWA), which provides additional planning funding.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	PTD is the Designated Recipient (DR) and is the only entity eligible to apply for and receive this program assistance directly from FTA. PTD is required by law to distribute these funds to each UZA, or portion of a UZA, within North Carolina (NC), according to a formula developed by the State of NC in cooperation with the MPO and approved by FTA. Eligible activities are: develop transportation plans and programs; plan, design and evaluate a public transportation projects; and conduct technical studies related to public transportation.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to match FTA funds. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$750,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.
OVERSIGHT	Oversight is performed through desk reviews of financial and grant project reporting, correspondence, and phone calls, as needed.
REFERENCES	Section 5303 Circular - C 8100.1C Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: April 20, 2018 Last Amended Date: December 16, 2022

September 11, 2023

Resolution Book 54, Page 373

PROGRAM SUMMARY SHEET REQUIREMENTS

FY 2024 Unified Planning Work Program



Approved by the
Charlotte Regional
Transportation Planning
Organization
March 15, 2023



Mission

The CRTPO provides leadership and collaboration with member communities and partners in developing our region's transportation system.



Vision

A connected and equitable transportation system that provides mobility choices for the region.

FY 2024

Unified Planning Work Program



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12—	II-B-Planning Process
15—	III-A-Unified Planning Work Program
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16—	III-B-3-Special Studies
17—	III-C-Regulatory
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18—	III-E-Management & Operations
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21—	Task Code Allocation Summary
22—	Section 5303 Allocations
23—	Appendix

Common Acronyms

AMPO

Association of Metropolitan
Planning Organizations

AEP

Alignment Evaluation Program

BOT

Board of Transportation

BPWG

Bicycle and Pedestrian Work Group

CATS

Charlotte Area Transit System

CAV

Connected and Autonomous
Vehicles

CDOT

Charlotte Department of
Transportation

CMAQ

Congestion Mitigation & Air Quality

CMGC

Charlotte-Mecklenburg
Government Center

CMP

Congestion Management Process

CRAFT

Charlotte Regional Alliance for
Transportation

CRP

Carbon Reduction Program

CRTPO

Charlotte Regional Transportation
Planning Organization

CTP

Comprehensive Transportation Plan

DAQ

Division of Air Quality

EJ

Environmental Justice

EPA

Environmental Protection Agency

FHWA

Federal Highway Administration

FTA

Federal Transit Administration

GCLMPO

Gaston Cleveland Lincoln
Metropolitan Planning Organization

GIS

Geographic Information System

HHTS

House Hold Travel Survey

ICATS

Iredell County Area Transportation
System

IJA

Infrastructure Investment and Jobs
Act

ITS

Intelligent Transportation Systems

LAP

Locally Administered Projects

MOU

Memorandum of Understanding

MPO

Metropolitan Planning Organization

MRM

Metrolina Regional Model

MTP

Metropolitan Transportation Plan

MTS

Mecklenburg Transportation
System

NAAQS

National Ambient Air Quality
Standards

NCAMPO

North Carolina Association
of Metropolitan Planning
Organizations

NCDOT

North Carolina Department of
Transportation

NCDOT-IMD

North Carolina Department of
Transportation – Integrated
Mobility Division

NCDOT-TPD

North Carolina Department of
Transportation – Transportation
Planning Division

NCTA

North Carolina Turnpike Authority

P7.0

Prioritization 7.0

PIP

Public Involvement Plan

PL

Planning funds

PBPP

Performance-Based Planning and
Programming

POC

Project Oversight Committee

RAISE

Rebuilding American Infrastructure
with Sustainability and Equity

SICM

State Interagency Consultation
Meetings

SIP

State Implementation Plan (for air
quality)

SOV

Single-Occupancy Vehicle

SPOT

Strategic Planning Office of
Transportation

STBG-DA

Surface Transportation Block Grant
Direct Attributable funds

STIP

State Transportation Improvement
Program

TAP

Transportation Alternatives
Program

TCC

Technical Coordinating Committee

TOD

Transit Oriented Development

TDM

Transportation Demand
Management

TIP

Transportation Improvement
Program

TMA

Transportation Management Area

UCT

Union County Transportation

UPWP

Unified Planning Work Program

UA

Urban Area

Overview

Federal laws and regulations require the formation of a Metropolitan Planning Organization (MPO) for each urban area with a population of more than 50,000 to coordinate a comprehensive, coordinated, and continuing transportation planning program. The Charlotte Regional Transportation Planning Organization (CRTPO) is the designated MPO for the Charlotte urban area, and conducts the metropolitan planning process in Iredell, Mecklenburg, and Union counties.

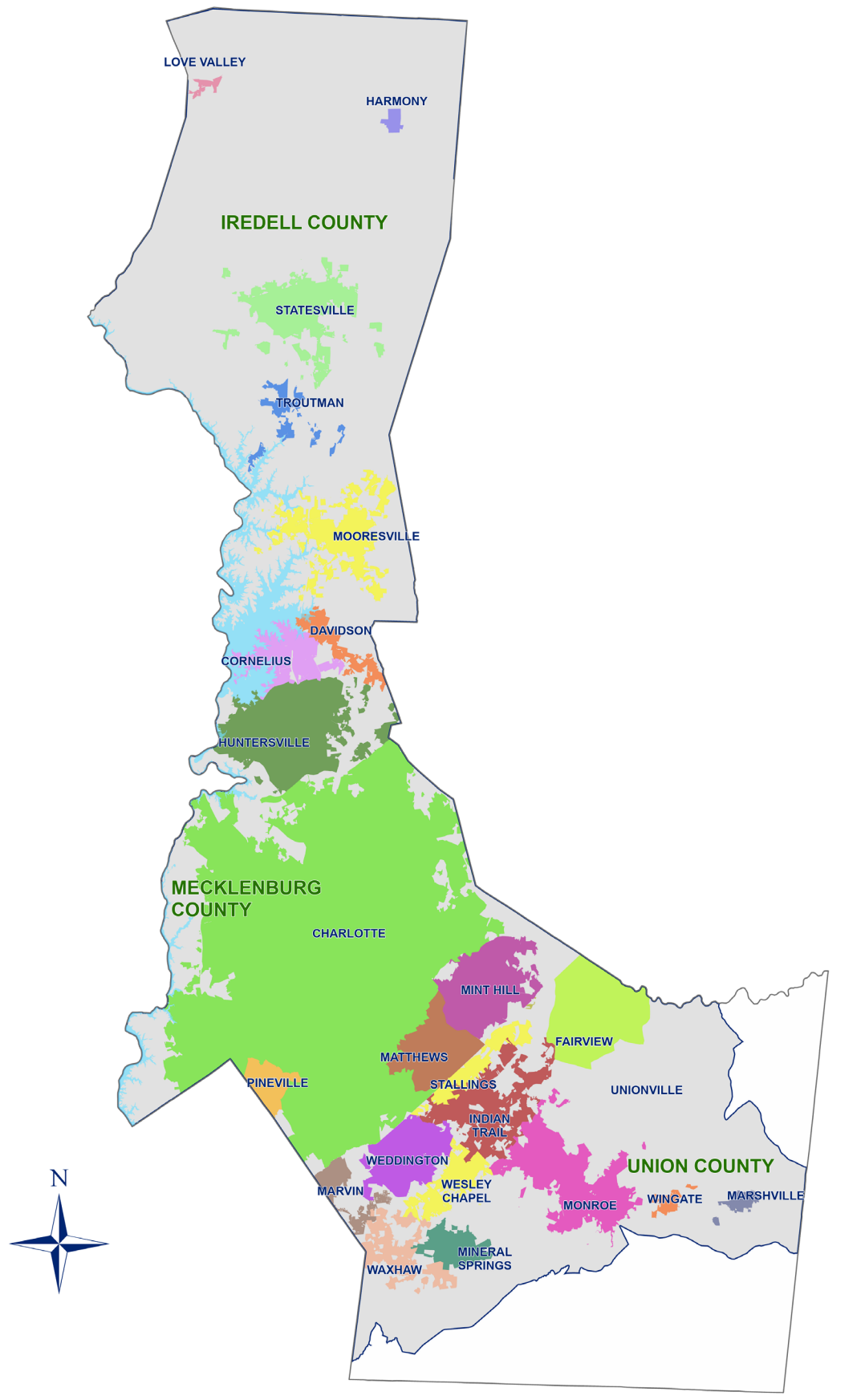
The Unified Planning Work Program (UPWP) is a listing of the projects, priorities, and work tasks the CRTPO will undertake during the fiscal year. It reflects the CRTPO's short-range planning needs and is the instrument for coordinating metropolitan planning activities in the CRTPO's planning area. The UPWP's primary objective is to develop an integrated planning program that considers the planning activities of each transportation mode and coordinates these activities to produce a plan that serves all areas of the region. The UPWP is developed using the Metropolitan Transportation Plan (MTP) and the Strategic Plan as the primary planning guidance documents.

Most of the tasks outlined in the UPWP are required by either Federal or State law and are ongoing. At the Federal level, these tasks include the development of a fiscally constrained MTP and Transportation Improvement Program (TIP), implementation of the Congestion Management Process (CMP), setting performance targets in coordination with state and local partners for national performance measures, and engaging the public and stakeholders to establish a shared vision and goals for the community. At the State level, NC General Statute 136-66.2 requires each MPO to develop a Comprehensive Transportation Plan (CTP).

Funding for transportation planning is a product of Federal, State, and local sources, with the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) providing 80 percent of the funding. The remaining 20 percent is the required match for Federal funds and is provided by local jurisdictions through a method outlined in the Memorandum of Understanding (MOU).



CRTPO Planning Area Map



Funding Sources & Summary

The US Department of Transportation supports implementation of the CRTPO's metropolitan transportation planning process through three funding sources.

Federal Highway Administration (FHWA) funds

- Section 104(f) Planning funds, or PL funds
- Surface Transportation Program Block Grant-Direct Attributable, or STBG-DA

Federal Transit Administration (FTA) funds

- Section 5303, Metropolitan Planning

Local Match

The required local match for PL and STBG-DA funds is shared among municipal and county voting members using a methodology outlined in the CRTPO's Memorandum of Understanding (MOU). The local match of Section 5303 funds is provided by the three recipients of the funds (City of Charlotte, Iredell County, and Union County) and NCDOT.

Other Funds

The FY 2024 UPWP includes funds for two transportation planning initiatives sponsored by the Charlotte Area Transit System (CATS). Both initiatives are funded by discretionary grants awarded to CATS by the US Department of Transportation.

1. Transit Oriented Development (TOD) Pilot Program grant. The City of Charlotte will use \$506,250 for TOD planning for the Silver Line Corridor which will be matched by City of Charlotte funds. This project is identified in the TIP as TP-5159.
2. Route Planning Restoration Program grant: The City of Charlotte will use \$750,000 to initiate a first and last mile project that will provide CATS with an opportunity to expand frequent and affordable transit service to low-income and disadvantaged neighborhoods/communities. No local match is required.

The table below summarizes the funds programmed for FY 2024.

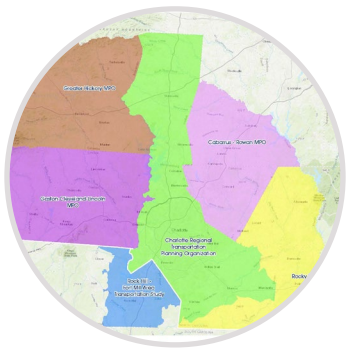
FY 2024 Funding Table

Funding Source	Federal	State	Local	Total
Section 104(f) Planning (PL)	\$1,681,300		\$399,150	\$2,080,450
Surface Transportation Block Grant-Direct Attributable (STBG-DA)	\$1,633,600		\$408,400	\$2,042,000
Section 5303	\$1,091,129	\$136,391	\$136,391	\$1,363,911
Section 5307 FTA Transit Oriented Development Grant	\$405,000		\$101,250	\$506,250
Route Planning Restoration Program	\$750,000			\$750,000
Total	\$5,561,029	\$136,391	\$1,045,191	\$6,742,612



Beyond 77 Mobilization

The Beyond 77 plan was adopted in January 2022 and moved into implementation shortly thereafter. The implementation phase has been branded Beyond 77 Mobilization because CRTPO is mobilizing to work with its partners to implement the plan's immediate and short-term strategies and solutions. The Beyond 77 Task Force, established in 2022, will continue its work in FY 2024 to focus on setting a course of action for 15 immediate-term and 11 short-term strategies and solutions presently under evaluation by the Task Force. Mobilization will also involve work to advance recommendations associated with six alternative funding strategies recommended in the plan. This work will utilize the resources of the Funding Alternatives Strategy Tool (FAST), an online application created to explore, compare, and understand the pros and cons of each of the alternatives.



Metrolina Regional Model

The Metrolina Regional Model (MRM) is an important tool in the transportation planning process. The MRM covers a twelve-county, bi-state region and provides estimates of future travel patterns, travel time and distance, and volume by mode for long-range planning such as the Metropolitan Transportation Plan and Comprehensive Transportation Plan. In addition, the MRM plays a major role in the preparation of conformity determinations, small area planning, corridor studies, and project planning and design. The Charlotte Department of Transportation manages, develops, and maintains the federally required travel demand model on behalf of the CRTPO. In addition to the activities fundamental to the management and maintenance of a travel demand model, during FY 2024 MRM staff will work on a household travel survey, the last of which was conducted in 2012 following the 2010 Census. Survey results will be incorporated into the MRM along with the 2020 Census data, the 2022 Blue Line Extension After Study OnBoard Survey, and external travel data and be used to update and calibrate the MRM (including mode choice) for the next base year.



Strategic Plan

The CRTPO adopted its first Strategic Plan in November 2021. The plan consists of six goals and 34 actionable strategies that allow the linking of day-to-day planning activities to CRTPO's mission, long-term vision, goals, and actionable strategies. Plan implementation will continue in FY 2024 with a continued focus on the short and mid-term strategies associated with Goal 6: Expand Regional Transportation Funding, Goal 1: Lead on Regional Mobility Issues, and Goal 5: Continuously Improve Internal Operations.

Memorandum of Understanding Reassessment

The Census Bureau released 2020 urban area information during Winter 2023. This initiated a process to reassess the 2013 Memorandum of Understanding. A subcommittee of the policy Board has been formed and is charged with reviewing the current MOU and making update recommendations to the full Board. The reassessment will extend into FY 2024 and will result in an updated MOU. The Board's bylaws will also be reviewed. The updated urban area information will also require the CRTPO to explore changes to its planning area boundary and update planning agreements with neighboring MPOs.



CONNECT Beyond

The CRTPO continues to be a critical partner with Centralina Regional Council on the implementation of key recommendations from the CONNECT Beyond regional mobility plan. For FY 2024 the CONNECT Beyond project is focused on: (1) developing a regional transportation demand management (TDM) plan; (2) initiating a regional scheduling and operations coordination study; (3) convening the "Advancing the Plan Committee" to identify opportunities for regional collaboration and funding; and (4) providing educational opportunities to key stakeholders on mobility topics to assist communities in implementing key plan recommendations. The CRTPO provides funding and staff time to support these implementation activities. To maintain momentum and to make progress on the plan's recommendations, the CRTPO will continue to work closely with the Centralina Regional Council throughout FY 2024.



2055 Metropolitan Transportation Plan

The Metropolitan Transportation Plan is the CRTPO's foundational document. It lays out goals and objectives, establishes project priorities, and defines the policies and programs to be carried out over the next 20 years. The current MTP was adopted in March 2022, but due to the complexities associated with preparing a long range transportation plan for a dynamic and growing region, particularly during the uncertain times following the COVID-19 pandemic, work will begin in FY 2024 to update the plan.





Data & Planning Support

Task Code II-A

Cost: \$1,001,403

TRAFFIC COUNTS

\$193,750 is allocated for use by the Charlotte Department of Transportation for the ongoing traffic count program in support of the Metrolina Regional Model and other planning efforts such as the development of the Metropolitan Transportation Plan and the Comprehensive Transportation Plan.

TRAFFIC DATA PROGRAM

\$75,000 is allocated to support local count initiatives of member jurisdictions. The Traffic Data Program's (TDP) purpose is to support transportation planning and research efforts that will advance initiatives and planning projects throughout the CRTPO planning area. Funds are allocated on a competitive basis.

LAND USE MODELING/Metrolina CommunityViz Model (MCM)

\$60,000 is allocated for this task.

The CRTPO will begin growth allocation/land use tasks for the regional 2055 MTP cycle.

GIS ACTIVITIES

The CRTPO will continue to provide geographic information services (GIS) and related data support to member jurisdictions and regional stakeholders. GIS is the software platform for the majority of mapping used to communicate project and planning information and its associated geographic content. This data and mapping is essential to keeping CRTPO staff, local staff, and regional and

statewide stakeholders informed about ongoing planning tasks and initiatives. Funds are designated in the UPWP for necessary maintenance of software, hardware, and potential support services. During FY 2024, the CRTPO anticipates utilizing GIS and data services to contribute to: regional MCM and MRM deliverables; ongoing stakeholder mapping requests; maintenance of current CTP and development of CTP 2.0, discretionary projects and complete streets databases; and MPO planning area impacts resulting from the 2020 Decennial Census. \$87,500 is allocated for this task.

CATS will use Section 5303 funds for mapping and data analysis for planning projects, service planning for local and regional bus routes, overall operational system improvements, and development of system results dashboards. Also, it will participate in the improvement and maintenance of the MRM. \$100,648 is allocated for this task.

METROLINA REGIONAL MODEL

Travel Demand Maintenance and Updates Overview: The MRM provides estimates of future travel patterns, travel time and distance, and volume for long range planning.

Staff time, data purchase and collection, professional development, software, and hardware in support of the management, maintenance, enhancement, and application of the MRM; consultant support for survey design and implementation, model

estimation, and mode choice update; and an update to the regional and county level economic and demographic forecasts through consulting services. \$607,102 is allocated for this task and includes \$90,055 in FY 2023 carryover funds.

Forecast of Future Travel Patterns Overview:
Current and future travel analysis and review for member agencies through application of the MRM and analysis of passive data.

Household Travel Survey (HHTS). The household travel diary survey was last conducted in 2012 following the 2010 Census. Changing economies, work environments, and lifestyles leave us with more travel demand modeling questions than in past decades, thus increasing the importance of collecting new travel behavior data. Work in FY 2024 will include implementation of the travel diary survey following a lengthy procurement process in FY 2023. Data from this survey will be incorporated into the MRM along with the 2020 Census data, passive external travel data, and 2022 on-board transit survey data and be used to calibrate the next base year model. \$177,600 is allocated for this task.

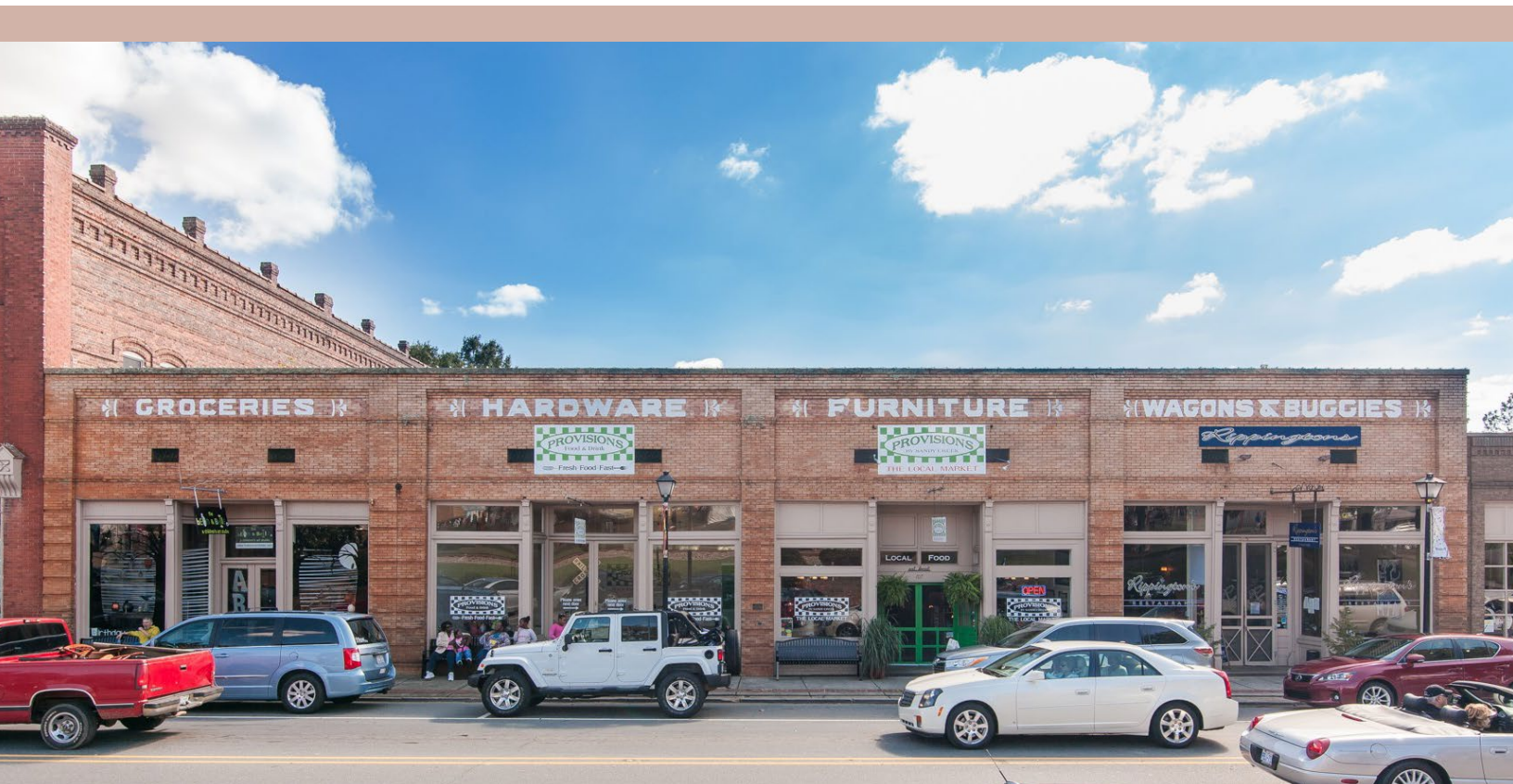
The MRM will use Section 5303 funds for data and

planning support activities in FY 2024.

Ridership and Route Analysis

Union County Transportation (UCT) will use Section 5303 funds for determining demographic and origin-destination trends, socioeconomic analysis using Census information for equity, and market analysis of ridership demographics, route analysis for performance metrics, and enabling improved efficiency opportunities for route creation and improvements. \$42,626 is allocated for this task.

Iredell County Area Transit System (ICATS) will use Section 5303 funds for ridership analysis to examine additional and/or improved demand response and service route services using GIS analysis and mapping. Also, ICATS will conduct an analysis of increased ridership, existing and new routes via examination of demographic and origin-destination trends, route modification(s), promotional awareness of the provider services, and customer evaluations. \$9,456 is allocated for this task.





Planning Process

Task Code: II-B

Cost: \$1,997,339

COMPREHENSIVE TRANSPORTATION PLAN

Activities include updates to the CTP to incorporate any needed amendments, support for the CTP Work Group, and database management. Staff will partner with the NCDOT Transportation Planning Division to incorporate CTP 2.0 elements into the current CTP.

METROPOLITAN TRANSPORTATION PLAN

Staff will continue implementation efforts of the 2050 MTP by coordinating the implementation of Beyond 77 and CONNECT Beyond in the identification of alternative sources of transportation funding and additional scenario planning efforts. Staff will initiate the planning process for the 2055 MTP by finalizing a project schedule, forming Advisory and Steering Committee rosters, conducting public engagement related to the plan kickoff campaign, facilitating data collection efforts, overseeing the scenario planning component, and identifying potential updates to the Goals and Objectives from the 2050 MTP.

ALIGNMENT EVALUATION PROGRAM

The Alignment Evaluation Program (AEP) is a technical assistance program for the CRTPO jurisdictions. Staff will assist member jurisdictions by providing high-level, conceptual evaluations of alignments included in the CTP or other locally adopted plans.

REGIONAL TRANSPORTATION PLANNING PROGRAM (RTPP)

The Staffing & Resources Study identified “additional corridor planning” as an unmet need. In response, a working group was established to identify an

implementation path for a corridor and small area plan program. CRTPO staff researched peer MPOs and conducted virtual interviews to identify trends, strategies, and best practices for implementing a regional planning analysis program. The Corridor / Small Area Study Program (CSASP) focus group was formed with external stakeholders to identify the next steps to implement this program. After six meetings it became evident that this program would need to 1) address improvements in the planning process, 2) encourage collaboration between member jurisdictions, and 3) support the CRTPO’s Strategic Plan.

Program development work will continue in FY 2024 to enhance the transportation planning process in 2023/2024. Goals for this fiscal year include;

- Update standards and expectations for projects receiving planning funding from the CRTPO in the Discretionary Policy Guide.
- Create education and training material for member jurisdictions applying for funding for FY 2024.
- Create process and request proposals for a cross-jurisdictional study during FY 2024.

STRATEGIC PLAN IMPLEMENTATION

Implementation of the Strategic Plan’s goals and strategies will continue in FY 2024. Staff will carry out implementation plans for the following: Goal 6: Expand regional transportation funding; Goal 1: Lead on regional mobility issues; and Goal 5: Continuously improve internal operations to fulfill the CRTPO’s mission and vision.

CONNECT BEYOND IMPLEMENTATION

The CRTPO will continue its active participation in this important regional initiative. It will support the Advancing the Plan Committee, the preparation of the transportation demand management study, and incorporate CONNECT Beyond outcomes into its major products.

BEYOND 77 IMPLEMENTATION

The Beyond 77 plan was adopted in January 2022 and moved into implementation shortly thereafter. The implementation phase, called Beyond 77 Mobilization, resulted in the establishment of a task force charged with four goals that will continue to be pursued in FY 2024:

- i. Review, provide input, and approve a 1-5 year marketing and public engagement plan.
- ii. Advocate and help with the coordination process with other major initiatives and their outcomes.
- iii. Evaluate, prioritize, and set the course of action for a shortlist of 26 recommendations.
- iv. Discussion and execution of a regional/county plan on funding alternative solutions.

AIR QUALITY

Likely activities anticipated for FY 2024 include 1) work associated with up to two anticipated conformity analyses; 2) staff participation in State Interagency Consultation Meetings (SICM); 3) staff review of TIP amendments for air quality conformity triggers; 4) staff participation on the Metrolina Regional Model's Planning Applications and Oversight Committee; 5) matters related to the CRTPO's discretionary program and funding projects with Congestion Mitigation & Air Quality (CMAQ) and Carbon Reduction Program funds.

CONGESTION MANAGEMENT PROCESS

CRTPO staff will work to update and reaffirm elements of the CMP including the goal and objectives, as well as reevaluate the identified implementation strategies. Additional CMP work may be associated with the preparation of the 2055 MTP.

PERFORMANCE-BASED PLANNING

Non-Transit: The CRTPO will continue its efforts to implement federal performance-based planning requirements. Staff will monitor the need to

implement new greenhouse gas (GHG) emissions requirements to establish declining carbon dioxide emissions and to establish a method for the measurement and reporting of GHG associated with transportation. Staff will also coordinate efforts on the required annual update to safety targets.

Staff will continue to monitor and evaluate non-federal performance measures and targets that were first identified in 2017.

Transit: The CRTPO will work with its transit partners to establish a process and schedule for revisiting and updating transit performance targets and will work to revise the Performance Management Agreement.

CONNECTED AND AUTONOMOUS VEHICLES

The CRTPO will continue to partner with the Centralina Regional Council (CRC) and its North Carolina MPO partners to ensure the greater Charlotte region is prepared for future deployment of connected and autonomous vehicles (CAV) through continued active participation on the Connected & Autonomous Vehicles Task Force. The CRTPO committed its resources to update the 2018 CAV Regional Roadmap that was developed to prepare for this new technology through near and long-term priority actions. The commitment of CRTPO resources also resulted in an actionable work plan for the Task Force. CRTPO staff will work with the Task Force to implement the work plan's recommendations.

TRANSIT PLANNING

The CRTPO will continue its efforts to further the integration of transit planning, as recommended by the 2019 Staffing & Resources Study, into the overall metropolitan transportation planning process. This will involve several components: 1) Establish the transit providers' work group (approved by the Board in February 2023) into an effective forum for cooperation between the CRTPO and transit providers; 2) Staff will work to ensure FTA funds are applied for, disbursed, and properly documented throughout the fiscal year; 3) Work with regional partners to implement the recommendations of the CONNECT Beyond regional mobility plan; 4) Participation in other planning efforts such as

transit-oriented development planning for the proposed Silver Line light rail line from Matthews to the Charlotte-Douglas International Airport; and 5) Incorporation of transit components into key CRTPO planning documents such as the 2055 Metropolitan Transportation Plan, Transportation Improvement Program, and Comprehensive Transportation Plan. 6) Implementation of transit-related performance-based planning requirements.

ICATS will use Section 5303 funds for conducting corridor planning, study travel time and reliability improvements, provide improvements to public facing information, rate analyses, ITS support, performance-based planning, regional transit planning, LYNX Red Line, multimodal transportation planning activities, and studies. CATS will lead the calculation and maintenance of the FTA Section 5307 annual split letter, coordinate regional initiatives and planning studies, represent CATS items before the CRTPO Board, and oversee transit ridership projections. \$521,170 is allocated for this task.

ICATS will use Section 5303 funds for the promotion of existing demand response and route services, and information to enhance service delivery. \$18,136 is allocated for this task.

UCT will use Section 5303 funds for identification and evaluation of microtransit opportunities within Union County. \$2,708 is allocated for this task.

FREIGHT PLANNING

The CRTPO will work to pursue the recommendations of the Greater Charlotte Regional Freight Mobility Plan. Much of this work will likely be associated with the preparation of the 2055 MTP.

BICYCLE AND PEDESTRIAN PLANNING

Much of the CRTPO's work in the area of bicycle and pedestrian planning is supported by the Bicycle & Pedestrian Work Group (BPWG) which serves in an advisory role to the Technical Coordinating Committee. The BPWG makes recommendations directly to the TCC and advises it on specific matters. An update to the region's Bicycle Suitability mapping will continue during FY 2024.

CRTPO staff will serve as project manager for The Seam. Formerly identified as the Mooresville

to Charlotte Trail, the purpose of this project is to advance the implementation of the adopted Mooresville to Charlotte trail and expand the alignment from Statesville to the South Carolina state line.

Staff will also initiate tasks aimed at tracking region-wide active transportation project status and metrics.

COMPLETE STREETS

The Infrastructure Investment & Jobs Act (IIJA) requires MPOs to allocate at least 2.5% of Section 104 (f) PL funds to carry out activities to increase safe and accessible transportation options for multiple travel modes for people of all ages and abilities. The IIJA defines Complete Streets standards or policies as "...standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles." To meet the IIJA obligation, CRTPO staff will evaluate several high-ranking active transportation corridors identified within the 2050 MTP for compatibility with NCDOT's Complete Streets Evaluation methodology. In addition, it is anticipated that other staff efforts will address the obligation, including but not limited to, the preparation of the 2055 Metropolitan Transportation Plan, incorporation of CTP 2.0 elements into the Comprehensive Transportation Plan, etc. A minimum of \$84,700 is allocated to Complete Streets initiatives.

INTELLIGENT TRANSPORTATION SYSTEMS

NCDOT will begin work on the regional ITS Strategic Deployment Plan in late FY 2023 with work continuing into FY 2024. This will be a significant effort since the previous ITS plan was last updated in 2001. CRTPO staff will participate on the plan's Core Team.

Unified Planning Work Program

Task Code: III-A

Cost: \$59,508

- a. Work under this task code is focused on the development and maintenance of the Unified Planning Work Program. Staff will close out the FY 2023 UPWP, monitor and maintain the FY 2024 UPWP, and develop the FY 2025 UPWP. Some elements of the grants management process fall under this task code.
- b. CATS will use Section 5303 funds for the development, maintenance, and quarterly reporting documentation of the CATS portion of the UPWP for FY 2024 and FY 2025. \$18,606 is allocated for this task.

Transportation Improvement Program

Task Code: III-B

Cost: \$345,436

TIP DEVELOPMENT/PRIORITIZATION

The Major focus will be on working with NCDOT on implementing the Prioritization 7.0 process. The CRTPO will also participate in the analyses of various TIP projects as they are advanced by NCDOT.

CATS will use Section 5303 funds for TIP and STIP amendments and to ensure the TIP/STIP aligns with its budget, and project prioritization. \$23,349 is allocated for this task.

DISCRETIONARY FUNDS PROGRAM

The CRTPO receives direct attributable funds, also known as discretionary funds, which are allocated on a competitive basis to member jurisdictions for specific projects. The CRTPO Board-approved Discretionary Funds Policy Guide informs project selection. The Guide prioritizes projects in the region that will utilize federal funds. Selected projects will

be added to the CRTPO's MTP and adopted into the TIP. CRTPO staff will oversee the allocation of federal discretionary funds as part of the Fall 2023 project call. Activities associated with the Fall Call will begin in August 2023 and end when action on the recommended project list is requested in February 2024. A Spring Call for projects, focused on existing projects experiencing funding shortfalls, will likely begin in March/April 2024 with much of the associated work extending into FY 2025.

PROJECT OVERSIGHT COMMITTEE

CRTPO staff supports the activities of the Project Oversight Committee (POC). The POC is directly involved in the Discretionary Program as it is the body that is responsible for making project selection recommendations and monitoring the implementation of funded projects.



Special Studies

Task Code: III-B-3

Cost: \$1,953,796

Special studies are initiatives that are in addition to the required elements of the metropolitan planning process. Most are sponsored by the CRTPO member jurisdictions. Funding is allocated as follows:

1. PLANNING STUDIES

The CRTPO provides financial support through the Discretionary Funds Program for the following studies conducted by member jurisdictions:

- i. Centralina Regional Council Linking Transit & Land Use at the Community Scale
- ii. Indian Trail Transportation Master Plan
- iii. Matthews John St Corridor Pedestrian & Bicycle Study
- iv. Mooresville Mobility Plan
- v. Stallings Silver Line Plan Integration
- vi. The Seam (Charlotte to Statesville Trail)
- vii. Traffic Data Collection and Analysis
- viii. Troutman Mobility Plan
- ix. Mooresville Vision Zero Action Plan
- x. Huntersville Mobility Plan

2. PLANNING PROJECT SUPPORT

\$20,000 is allocated for CRTPO staff use in support of activities associated with the Special Studies such as serving on technical advisory committee.

3. CATS TRANSIT ORIENTED DEVELOPMENT GRANT

The UPWP includes funds from a discretionary grant awarded to CATS to support TOD planning along the future alignment of the LYNX Silver Line light rail line.

4. CATS ROUTE PLANNING RESTORATION PROGRAM GRANT

The UPWP includes funds from a discretionary grant awarded to CATS to initiate a first-mile-last mile project that will provide CATS with an opportunity to expand frequent and affordable transit service to low-income and disadvantaged neighborhoods/communities.



Regulatory

Task Code: III-C

Cost: \$333,315

TITLE VI

CRTPO staff will work to ensure the organization complies with Title VI of the Civil Rights Act of 1964, including conducting an update to the Title VI plan. The Charlotte Area Transit System (CATS) will conduct a Title VI analysis and work to ensure its compliance with Title VI and improve the efficiency and accessibility of transit routes.

CATS will use approximately \$112,453 in Section 5303 funds in socioeconomic analysis required for service route improvements, efficiency, and accessibility.

ENVIRONMENTAL JUSTICE

CRTPO staff will work to ensure the organization complies with Executive Order 12898 requiring MPOs to identify and address Title VI and environmental justice requirements. It will also conduct project analyses using the Degree of Impact tool. Lastly, staff will continue its pursuit of activities begun in FY 2023 to implement a recommendation of the 2020 Certification Review and conduct additional qualitative and quantitative analyses on a systemwide level to identify potential transportation impacts to EJ populations.

PUBLIC PARTICIPATION

The CRTPO adopted an updated Public Involvement Plan in February 2023 that included goals and performance measures. This update refreshed

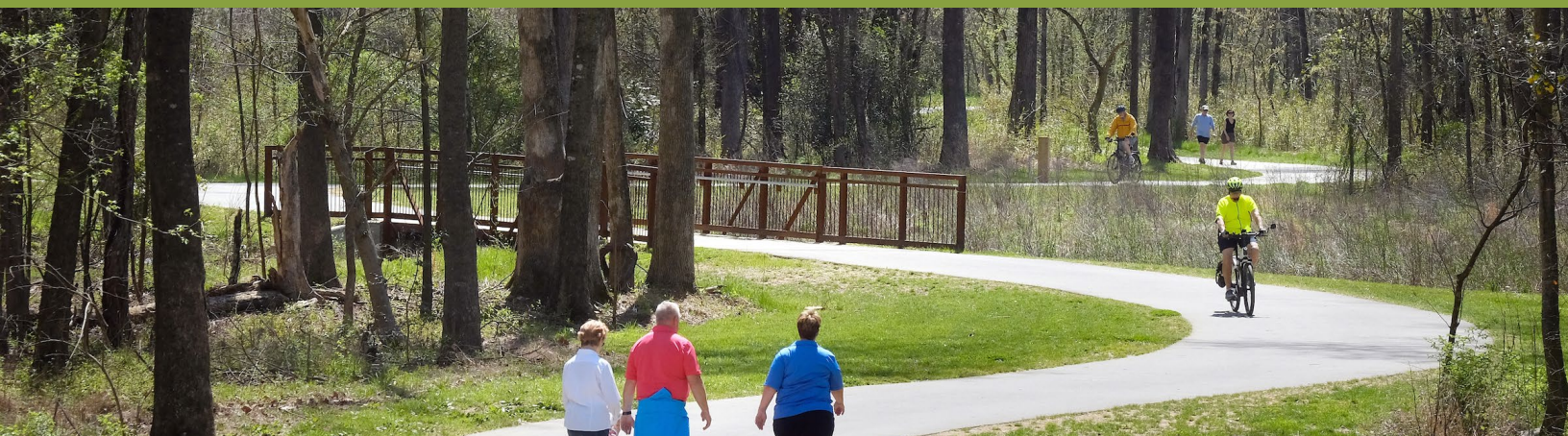
engagement goals and performance measures. Staff will continue efforts already underway to track progress on the goals and performance measures to ensure desired outcomes for engagement are achieved.

Additionally, extensive public outreach opportunities will be included as part of the development of the public involvement plan for the 2055 MTP. Prioritization 7.0 will likely present public participation opportunities and project-level outreach efforts will be pursued as needed.

The CRTPO will also continue to regularly update the public on the transportation planning process utilizing Social Media, The Quarterly Newsletter, Annual Report, and the CRTPO.org website.

ICATS will use Section 5303 funds towards demand response improvements, service route literature, website information, route stops and signage, and design and implement new demand response service. Also, ICATS will assess customer complaints and ADA-compliant route deviation requests. \$11,237 is allocated to this task.

UCT will use Section 5303 funds towards customer feedback and performance metrics, annual customer surveys, responding to customer complaints, and ADA reasonable modification requests. \$962 is allocated to this task.



Statewide & Extra Regional Planning

Task Code: III-D

Cost: \$66,309

The Strategic Plan places a strong emphasis on the CRTPO's role in regional and statewide affairs. The CRTPO will continue its participation in the Charlotte Regional Alliance for Transportation (CRAFT), the NC Association of MPOs, and the National Association of MPOs and its several working groups. Staff time will also be devoted to other regional initiatives that may emerge during the year, including the Catawba Crossings project.

ICATS will use Section 5303 funds for participation in the Centralina Regional Council Mobility Management meetings, webinars, and surveys.

Also, ICATS will participate in the provision and development of service delivery improvements and program updates with other public transportation agencies. \$844 is allocated for this task.

UCT will use Section 5303 funds for inter-agency coordination with the Anson and Mecklenburg transit systems, and attendance at the Anson County Transportation Advisory quarterly meetings. \$2,203 is allocated for this task.

Management & Operations

Task Code III-E

Cost: \$985,506

URBAN AREA CHANGES

The changes to the Census-designated Charlotte urban area resulted in the need to review the Memorandum of Understanding and CRTPO bylaws. This process will be conducted through a Board subcommittee established in FY 2023. This process will likely also include necessary updates to metropolitan planning agreements with adjacent MPOs.

GRANTS MANAGEMENT

Effective grants management ensures that all Federal and State grants are implemented within the established parameters of grantor agency regulations.

ADMINISTRATIVE SUPPORT

Work in this task code support the TCC and Board, including maintenance of membership and appointments, meeting planning, agenda preparation and posting, conducting meetings, minutes preparation, and compliance with open meetings and public records statutes. Support for staff-level committees, such as the weekly Transportation Staff meetings, falls under this task code. Lastly, it also supports day-to-day operational necessities. Examples include filling out paperwork for finance departments, preparing time-sheets,

leave requests, expense reports, benefit forms, etc. Other tasks that do not have a specified category are also covered here.

SECTION 5303

Section 5303 funds are programmed in this task code for use by the CRTPO, Charlotte Area Transit System, Charlotte Department of Transportation (for the Metrolina Regional Model), Iredell County Area Transportation System, and Union County Transportation.

ICATS will use Section 5303 funds for administrative tasks associated with local, state, and federal grants for administrative, operational, and capital funding. Also, ICATS will participate and collaborate with the CRTPO, municipalities, and the county to provide improved service delivery with state and regional transportation programs. \$1,900 is allocated for this task.

UCT will use Section 5303 funds for the development of local, state, and federal grants for administrative, operational, and capital funding, and for participation in regional and state transportation activities and organizations. \$36,345 is allocated for this task.

Local Transportation Planning Projects

Local projects are transportation planning projects that use CRTPO funds but are administered by member jurisdictions. The project sponsor is responsible for the 20% local match. The following summarizes the local transportation planning projects included in the FY 2023 UPWP. The first table lists projects approved by the policy board in February 2022 through the discretionary projects approval process. The following tables list projects originally funded in FY 2023, FY 2022, and FY 2021 but have been carried over into FY 2024.

FY 2021 Planning Projects

Project	Sponsor	Original Funding Amount	Funds to be Carried Over into FY 2024
I-77 and Jane Sowers Road Interchange Conversion (Feasibility Study)	Statesville	\$242,000	\$6,250

FY 2022 Planning Projects

Project	Sponsor	Funds to be Carried Over into FY 2024
The Seam Advancement Study	Charlotte	\$218,750

FY 2023 Planning Projects

Project	Sponsor	Funds to be Carried Over into FY 2024
Mint Hill Traffic Data Collection and Analysis	Mint Hill	\$25,000
Troutman Mobility Plan	Troutman	\$36,250
Mooresville Vision Zero Action Plan	Mooresville	\$6,250
Huntersville Mobility Plan	Huntersville	\$62,500
Union County	Union County	\$60,000
CONNECT Beyond Implementation	Centralina Regional Council	\$366,037
Silver Line Rail Trail	CATS	\$53,750
Total		\$609,787

FY 2024 Planning Projects		
Project	Sponsor	Total
Centralina Linking Transit & Land Use at the Community Scale	Centralina Regional Council	\$42,000
Indian Trail Transportation Master Plan	Indian Trail	\$150,000
Matthews John St Corridor Pedestrian & Bicycle Study	Matthews	\$150,000
Mooresville Mobility Plan	Mooresville	\$200,000
Stallings Silver Line Plan Integration	Stallings	\$125,000
Total		\$667,000



Task Code Allocation Summary

Task Code	Task Description	Grand Total
II-A	Data & Planning Support	\$1,001,403
II-B	Planning Process	\$1,997,339
III-B-3	Special Studies	\$1,953,796
III-A	Unified Planning Work Program	\$59,508
III-B	Transportation Improvement Program	\$345,436
III-C-1	Title VI	\$160,566
III-C-2	Environmental Justice	\$20,000
II-C-6	Public Participation	\$152,749
III-D	Statewide & Extra Regional Planning	\$66,309
III-E	Management, Operations & Program Support Administration	\$985,506
Total		\$6,742,612



Section 5303 Allocations

Section 5303 funds are provided by the Federal Transit Administration (FTA) to support urban areas with planning and technical studies related to urban public transportation. The funds are allocated to the four transit providers in the CRTPO planning area through an application process. The Charlotte Area Transit System (CATS), Iredell County Area Transportation System (ICATS), and Union County Transportation (UCT) each applied for FY 2024 funds and were awarded their full requests. Mecklenburg Transportation System (MTS) did not apply for FY 2024 funds. The Metrolina Regional Travel Demand Model received funds to support the transit-related components of the transportation modeling process. Lastly, the CRTPO will use a portion of Section 5303 funds to support its activities to integrate transit planning into the overall metropolitan transportation planning process.

A 20% local match is required for Section 5303 funds. Half of the match is provided by NCDOT's Integrated Mobility Division (IMD) and the remaining half is provided by the three jurisdictions using the funds: City of Charlotte, Iredell County, and Union County.

The following table summarizes how the funds are allocated. A more detailed breakdown of the allocations by agency is found in the appendix.

Section 5303 Funding Summary

Task Code	Task Description	Local	State	Federal	Total
II-A	Data & Planning Support	\$28,710	\$28,710	\$229,682	\$287,103
II-B	Planning Process	\$77,264	\$77,264	\$618,111	\$772,639
III-A	Unified Planning Work Program	\$2,826	\$2,826	\$22,606	\$28,258
III-B	Transportation Improvement Program	\$3,294	\$3,294	\$26,349	\$32,936
III-B-3	Special Studies	\$1,055	\$1,055	\$8,437	\$10,546
III-C-1	Title VI	\$14,057	\$14,057	\$112,453	\$140,566
III-C-2	Environmental Justice	\$0	\$0	\$0	\$0
II-C-6	Public Participation	\$1,525	\$1,525	\$12,199	\$15,249
III-D	Statewide & Extra Regional Planning	\$381	\$381	\$3,047	\$3,809
III-E	Management, Operations & Program Support Administration	\$7,281	\$7,281	\$58,245	\$72,806
Total		\$136,391	\$136,391	\$1,091,129	\$1,363,911

FY 2024 Section 5303 Detailed Funding Table Appendix D.

Appendix

Appendix A - Transmittal Letter

Appendix B - Adoption Resolution

Appendix C - FY 2024 UPWP Detailed Funding Sources and Projects
Table

Appendix D - Detailed Section 5303 Table

Appendix E - FTA Task Narrative

Appendix F - Self-Certification Resolution

Appendix G - Anticipated DBE Contracting Opportunities for FY 2024





March 31, 2023

Ryan Brumfield, Director
Integrated Mobility Division
N.C. Department of Transportation
1550 Mail Service Center
Raleigh, NC 27699-1550

Dear Mr. Brumfield:

Attached for approval is the Charlotte Regional Transportation Planning Organization's FY 2024 Unified Planning Work Program (UPWP). The UPWP was approved by the CRTPO policy board on March 15, 2023.

The UPWP also serves as the Urban Area's Metropolitan Planning Program grant application requesting Federal Transit Administration Section 5303 planning funds. A complete description and budget of planning activities is included in the UPWP.

The Federal Transit Administration (FTA) grant amount requested is \$1,363,911 (Section 5303). Section 5303 funds will be matched with local funds in the amount of \$136,391. The local match will be provided by the City of Charlotte, Iredell County, and Union County. The City of Charlotte is the designated grant recipient for Section 5303 grant funds.

Sincerely:

Robert W. Cook, AICP

cc:

Jamal Alavi, P.E, Transportation Planning Division
Dr. Yvette G. Taylor, FTA Region IV Administrator
Pamela DiGiovanni, NCDOT, Integrated Mobility Division
John A. Bailey, NCDOT, Transportation Planning Division
Dominique Boyd, NCDOT, Transportation Planning Division
Daryl Vreeland, AICP, NCDOT, Transportation Planning Division
Temekia Dae, Finance Officer, CRTPO

RESOLUTION

**APPROVING THE FY 2024 UNIFIED PLANNING WORK PROGRAM
OF THE
CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

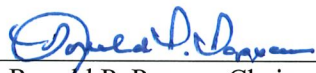
WHEREAS, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Charlotte Regional Transportation Planning Organization; and

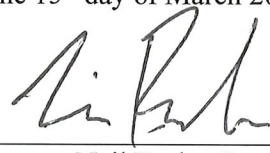
WHEREAS, the City of Charlotte has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds; and

WHEREAS, members of the Charlotte Regional Transportation Planning Organization agree that the Unified Planning Work Program will effectively advance transportation planning for FY 2024.

NOW, THEREFORE BE IT RESOLVED that the Charlotte Regional Transportation Planning Organization hereby adopts the FY 2024 Unified Planning Work Program.


.....
I, Ronald P. Pappas, Chair of the Charlotte Regional Transportation Planning Organization, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Charlotte Regional Transportation Planning Organization, duly held on this the 15th day of March 2023.

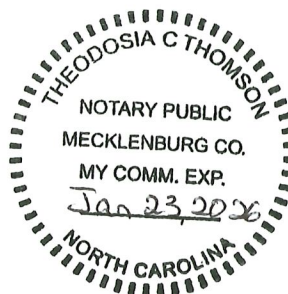

Ronald P. Pappas, Chair


Neil Burke, Secretary

North Carolina
Mecklenburg County

I, Theodosia C. Thomson, a Notary Public for said County and State, do hereby certify that Ronald P. Pappas and Neil Burke both personally appeared before me on this the 15th day of March 2023, and acknowledge the due execution of the foregoing instrument.
Witness my hand and official seal, this the 15th day of March, 2023.


Theodosia C. Thomson
Notary Public
My Commission expires January 23, 2026.



		SEC. 1040 PL			Safe & Acc Transp Options PL104 set aside (Program Code 1410)			STBG-DA			SECTION 5303				FTA TOD Grant 5307				Route Planning Restoration Program American Rescue Plan		TASK FUNDING SUMMARY			GRAND TOTAL	
TASK CODE	TASK DESCRIPTION	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	NCOT 10%	Transit/Highway 10%	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	FTA 80%	Total 100%	LOCAL	STATE	FEDERAL	GRAND TOTAL					
II-A	Data & Planning Support	\$0	\$238,440	\$238,050	\$0	\$0	\$0	\$0	\$28,710	\$28,710	\$228,662	\$287,103	\$0	\$0	\$0	\$0	\$28,710	\$0	\$228,662	\$287,103	\$238,440	\$296,050	\$0		
II-A	Metrolina Regional Travel Demand Model	\$59,610	\$238,440	\$298,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,610	\$0	\$238,440	\$296,050	\$193,750	\$73,000	\$0		
II-A	Traffic Counts	\$38,750	\$193,750	\$232,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,750	\$0	\$193,750	\$232,500	\$150,000	\$60,000	\$0		
II-A	Traffic Data Program	\$15,000	\$60,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$60,000	\$75,000	\$87,500	\$17,500	\$0		
II-A	CommunityViz	\$12,000	\$48,000	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0	\$48,000	\$60,000	\$150,000	\$30,000	\$0		
II-A	GIS Analysis & Database	\$17,500	\$70,000	\$87,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500	\$0	\$70,000	\$87,500	\$200,000	\$40,000	\$0		
II-B	Planning Process	\$0	\$0	\$0	\$225,000	\$900,000	\$1,125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B	Air Quality	\$3,000	\$12,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$12,000	\$15,000	\$15,000	\$15,000	\$0		
II-B	Safe & Acc Transp Options	\$0	\$0	\$0	\$64,700	\$0	\$0	\$0	\$2,826	\$2,826	\$22,605	\$28,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B	Transportation Improvement Program	\$62,500	\$250,000	\$312,500	\$0	\$0	\$0	\$0	\$3,294	\$3,294	\$26,349	\$32,936	\$0	\$0	\$0	\$0	\$62,500	\$0	\$250,000	\$312,500	\$50,000	\$50,000	\$0		
II-B-3	Special Studies (CRTP Staff Support for Local Projects)	\$4,000	\$16,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$0	\$16,000	\$20,000	\$0	\$0	\$0		
II-B-3	Special Studies (Breakdown Below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B-3	Centennial Linking Transit & Land Use at the Community Scale	\$0	\$0	\$0	\$8,400	\$33,600	\$42,000	\$0	\$1,055	\$1,055	\$8,437	\$10,546	\$0	\$0	\$0	\$0	\$8,400	\$0	\$33,600	\$42,000	\$120,000	\$150,000	\$0		
II-B-3	Indian Trail Transportation Master Plan	\$0	\$0	\$0	\$30,000	\$120,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$120,000	\$150,000	\$200,000	\$200,000	\$0		
II-B-3	Matthews John St Corridor Pedestrian & Bicycle Study	\$0	\$0	\$0	\$40,000	\$160,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$160,000	\$200,000	\$100,000	\$100,000	\$0		
II-B-3	Mocksville Mobility Plan	\$0	\$0	\$0	\$25,000	\$100,000	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$100,000	\$125,000	\$0	\$0	\$0		
II-B-3	Stallings Silver Line Plan Integration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B-3	Planning Project Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B-3	TOD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-B-3	Route Planning Restoration Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
II-C-1	Title VI	\$4,000	\$16,000	\$20,000	\$0	\$0	\$0	\$0	\$14,057	\$14,057	\$12,453	\$140,566	\$0	\$0	\$0	\$0	\$4,000	\$0	\$16,000	\$20,000	\$29,025	\$122,199	\$53,047		
II-C-2	Environmental Justice	\$27,500	\$110,000	\$137,500	\$0	\$0	\$0	\$0	\$1,525	\$1,525	\$12,189	\$15,249	\$0	\$0	\$0	\$0	\$27,500	\$0	\$110,000	\$137,500	\$12,199	\$53,047	\$66,309		
II-C-6	Public Participation	\$12,500	\$50,000	\$62,500	\$0	\$0	\$0	\$0	\$381	\$381	\$50,047	\$53,809	\$0	\$0	\$0	\$0	\$12,500	\$0	\$50,000	\$62,500	\$18,821	\$78,847	\$98,506		
II-E	Statewide & Extra Regional Planning Management, Operations & Program Support Administration	\$132,540	\$530,160	\$662,700	\$0	\$50,000	\$200,000	\$250,000	\$7,281	\$7,281	\$58,245	\$72,806	\$0	\$0	\$0	\$0	\$132,540	\$0	\$530,160	\$662,700	\$0	\$0	\$0		
FY2024 TOTALS		\$399,150	\$1,596,600	\$1,995,750	\$84,700	\$408,400	\$1,633,600	\$2,042,000	\$136,391	\$136,391	\$1,091,129	\$1,363,911	\$101,250	\$405,000	\$506,250	\$750,000	\$1,045,191	\$136,391	\$5,561,029	\$6,742,611					
		SEC. 1040 PL			STBG-DA			SECTION 5303			FTA TOD Grant 5307			TASK FUNDING SUMMARY			TASK FUNDING SUMMARY			GRAND TOTAL					
TASK CODE	TASK DESCRIPTION	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	FTA 80%	Total 100%	LOCAL 10%	NCOT 10%	Transit/Highway 10%	LOCAL 20%	FTA 80%	Total 100%	LOCAL	STATE	FEDERAL	GRAND TOTAL								
II-B-3	Special Studies (Breakdown Below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
II-B-3	FY21 Statesville I-77/Jane Sowers Rd Interchange Study	\$0	\$0	\$0	\$1,250	\$5,000	\$6,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$5,000	\$6,250	\$0	\$0			
TOTALS		\$0	\$0	\$0	\$1,250	\$5,000	\$6,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$5,000	\$6,250	\$0	\$0			
		SEC. 1040 PL			STBG-DA			SECTION 5303			FTA TOD Grant 5307			TASK FUNDING SUMMARY			TASK FUNDING SUMMARY			GRAND TOTAL					
TASK CODE	TASK DESCRIPTION	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	FTA 80%	Total 100%	LOCAL 10%	NCOT 10%	Transit/Highway 10%	LOCAL 20%	FTA 80%	Total 100%	LOCAL	STATE	FEDERAL	GRAND TOTAL								
II-B-3	Special Studies (Breakdown Below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
II-B-3	FY22 Charlotte The Seam Advancement Study	\$0	\$0	\$0	\$43,750	\$175,000	\$218,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,750	\$0	\$175,000	\$218,750	\$0	\$0			
TOTALS		\$0	\$0	\$0	\$43,750	\$175,000	\$218,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,750	\$0	\$175,000	\$218,750	\$0	\$0			
		SEC. 1040 PL			STBG-DA			SECTION 5303			FTA TOD Grant 5307			TASK FUNDING SUMMARY			TASK FUNDING SUMMARY			GRAND TOTAL					
TASK CODE	TASK DESCRIPTION	LOCAL 20%	FTA 80%	Total 100%	LOCAL 20%	FTA 80%	Total 100%	LOCAL 10%	NCOT 10%	Transit/Highway 10%	LOCAL 20%	FTA 80%	Total 100%	LOCAL	STATE	FEDERAL	GRAND TOTAL								
II-B-3	Special Studies (Breakdown Below)	\$0	\$0	\$0	\$5,000	\$20,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$20,000	\$25,000	\$0	\$0			
II-B-3	Mont Hill Traffic Data Collection and Analysis	\$0	\$0	\$0	\$5,000	\$20,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$20,000	\$25,000	\$36,250	\$6,250			
II-B-3	Trouman Mobility Plan	\$0	\$0	\$0	\$7,250	\$29,000	\$36,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,250	\$0	\$29,000	\$36,250	\$5,000	\$5,000			
II-B-3	Mocksville Vision Zero Action Plan	\$0	\$0	\$0	\$1,250	\$5,000	\$6,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$5,000	\$6,250	\$0	\$0			
II-B-3	Huntersville Mobility Plan	\$0	\$0	\$0	\$12,500	\$50,000	\$62,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500	\$0	\$50,000	\$62,500	\$60,000	\$60,000			
II-B-3	Union County	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0	\$6,000	\$60,000	\$36,604	\$292,830			
II-B-3	CONNECT Beyond Implementation	\$0	\$0	\$0	\$0	\$0	\$0	\$36,604	\$36,604	\$36,604	\$0	\$0	\$0	\$0	\$0	\$0	\$36,604	\$0	\$36,604	\$366,037	\$43,000	\$53,750			
II-B-3	Silver Line Rail Trail	\$0	\$0	\$0	\$0	\$0	\$0	\$5,375	\$5,375	\$43,000	\$53,750	\$0	\$0	\$0	\$0	\$0	\$5,375	\$0	\$43,000	\$53,750	\$0	\$0			
II-A	Data & Planning Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
II-A	Metrolina Regional Travel Demand Model	\$11,317	\$45,270	\$56,587	\$0	\$0	\$0	\$5,659	\$5,659	\$45,270	\$56,587	\$0	\$0	\$0	\$0	\$0	\$11,317	\$0	\$90,539	\$113,174	\$53,637	\$578,369			
TOTALS		\$11,317	\$45,270	\$56,587	\$26,000	\$104,000	\$130,000	\$53,637	\$53,637	\$429,099	\$536,374	\$0	\$0	\$0	\$0	\$0	\$53,637	\$578,369	\$722,961						

[illegible]

HEADING	MPO RESPONSE
1- MPO	Charlotte Regional
2 -FTA Code	44.23.01
3- Task Code	II-A
4- Title	Data & Planning Support
5- Task Objective	<p>CATS: GIS Analysis: Planning, Mapping and Data Analysis for Planning Projects and Service Analysis. Improved feedback of systems and operational metrics.</p> <p>CDOT-Metrolina Regional Model: Model maintenance and updates (staff/consultant/data); travel surveys, both onboard and household travel.</p> <p>ICATS: Ridership analyses; examine additional and/or improved demand response & route services in Iredell County with use of Remix software programs providing GIS analysis and mapping.</p> <p>UCT: Ridership analyses: Demographic trends, origin-destination trends; Socio-economic analysis: Census analysis for equity and market analysis; Route analysis: Performance metrics for routes and enabling improved efficiency opportunities; Rate analysis: Analysis of per mile and per trip rates charged for service.</p>
6 - Tangible Product Expected	<p>CATS: Maps, tables, and development of dashboards to present results.</p> <p>CDOT-Metrolina Regional Model: Improvements and maintenance of the Metrolina Regional Travel Demand Model; completed survey work.</p> <p>ICATS: Demand response & route modification(s) & service awareness programs. Customer evaluations for service delivery.</p> <p>UCT: Customer in-home evaluations; quarterly driver ride-a-longs every quarter to collect and validate ridership information; maps of county population by age, income, disability status, veteran status, and other variables relevant for transit planning; creation of new routes and continued efficiency initiatives; reports and analyze trip cost data.</p>
7- Expected Completion	June 2024 and ongoing
8 - Previous Work	<p>CATS: GIS Analysis: Planning, Mapping and Data Analysis for Planning Projects and Service Analysis. Improved feedback of systems and operational metrics.</p> <p>CDOT-Metrolina Regional Model: Model maintenance and updates (staff/consultant/data); travel surveys, both onboard and household travel.</p> <p>ICATS: Ridership analyses; examine additional and/or improved demand response & route services in Iredell County with use of</p>

HEADING	MPO RESPONSE
	Remix and Ecolane software programs providing GIS analysis and mapping. UCT: Ridership analyses: Demographic trends, origin-destination trends; Socio-economic analysis: Census analysis for equity and market analysis; Route analysis: Performance metrics for routes and enabling improved efficiency opportunities; Rate analysis: Analysis of per mile and per trip rates charged for service.
9 - Prior FTA Funds	327897
10 - Relationship	Work to be performed will be done as part of a regional effort to conduct travel demand modeling. Development of an updated Transportation Improvement Program. Data collection and analysis.
11 -Agency	Charlotte Area Transit System (CATS) Charlotte Department of Transportation (CDOT) – Metrolina Travel Demand Model Iredell County Area Transit System (ICATS) Union County Transportation (UCT)
12- HPR - Highway - NCDOT 20%	
13- HPR - Highway - F11WA 80%	
14- Section 104 (f) PI, Local 20%	142860
15- Section 104 (f) PI FHWA 80%	571440
16- Section 5303 Local 10%	28710
17- Section 5303 NCDOT 10%	28710
18- Section 5303 FTA 80%	229682
19- Section 5307 Transit - Local 10%	
20- Section 5307 Transit - NCDOT 10%	
21- Section 5307 Transit - FTA 80%	
22- Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1- MPO	Charlotte Regional
2 -FTA Code	44.23.01
3- Task Code	II-B
4- Title	Planning Process
5- Task Objective	<p>CATS: Route and ridership analysis: Performance metrics to improve route efficiency; Corridor-based bus analysis: corridor bus recommendations; Schedule analysis and development: performance metrics to improve route efficiency, public education, and review of public input; Regional Service and Coordination and Management of Service Development and Schedule Planning: service planning and scheduling for CATS transit, the participation in and implementation of regional transit and corridor studies; Interagency, state, and regional coordination: preparation of the annual FTA Section 5307 split letter, regional planning coordination and studies; Management of transit planning initiatives and studies; participation in the CRTPO TCC and policy board meetings and other partner agencies meetings</p> <p>CDOT- Metrolina Regional Model: Air quality and conformity analyses.</p> <p>CRTPO: CRTPO will continue its efforts to further the integration of transit planning into the overall metropolitan transportation planning process. This will involve, but not be limited to, the following matters: 1) Evaluate the feasibility of establishing a transit work group; 2) Effective management of FTA funds; 3) Work with regional partners to implement CONNECT Beyond recommendations; 4) Participation in regional transit planning initiatives such as the Silver Line Transit Oriented Development (TOD) planning process; 5) Incorporation of transit components into key CRTPO documents; 6) Implementation of transit-related performance-based planning requirements.</p> <p>ICATS: Collaborate with residents of Iredell County and community partners and leaders to promote existing demand response & route services.</p>
6 - Tangible Product Expected	<p>CATS: New and revised transit routes, enhanced bus service on key corridors; public and customer understanding and support; intergovernmental and regional policies, enhancements, and efficiencies to services and routes; annual FTA Section 5307 split letter; regional initiatives; transit plans, metrics, and reports; multimodal transportation plan and system coordination.</p> <p>CDOT: Work associated with the travel demand model elements of the air quality conformity process.</p>

HEADING	MPO RESPONSE
	<p>CRTPO: Updated key CRTPO documents, such as beginning work on the 2055 Metropolitan Transportation Plan, Comprehensive Transportation Plan, and Transportation Improvement Program.</p> <p>ICATS: Demand response and route modifications, service awareness programs to enhance service delivery.</p>
7- Expected Completion	June 2024 and ongoing.
8 - Previous Work	<p>CATS: Transit service and route modifications, annual FTA Section 5307 split letter, transit plans, metrics, and reports, multimodal transportation plans</p> <p>CDOT: Monitoring and updating of the Transit Corridor System Plan. Air quality conformity analyses, including analysis work associated with the 2050 MTP.</p> <p>CRTPO: Transit-related work associated with preparation of the 2050 MTP, Beyond 77, and performance-based planning.</p> <p>ICATS: Transit service and route modifications, informational materials to customers and public.</p>
9 - Prior FTA Funds	891253
10 - Relationship	Long-range planning (CTP & MTP); air quality; alternative vehicles; congestion management process; performance-based planning
11 -Agency	<p>Charlotte Area Transit System (CATS)</p> <p>Charlotte Department of Transportation (CDOT) – Metrolina Regional Travel Demand Model</p> <p>Charlotte Regional Transportation Planning Organization (CRTPO)</p> <p>Iredell County Area Transit System (ICATS)</p>
12- HPR - Highway - NCDOT 20%	
13- HPR - Highway - F11WA 80%	
14- Section 104 (f) PI, Local 20%	3000
15- Section 104 (f) PI FHWA 80%	12000
16- Section 5303 Local 10%	77264
17- Section 5303 NCDOT 10%	77264
18- Section 5303 FTA 80%	618111
19- Section 5307 Transit - Local 20%	
20- Section 5307 Transit - NCDOT 10%	
21- Section 5307 Transit - FTA 80%	
22- Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1- MPO	Charlotte Regional
2 -FTA Code	44.23.01
3- Task Code	III-B
4- Title	Transportation Improvement Program
5- Task Objective	Prepare TIP amendments for projects to be advanced, preparation of P7.0 project submissions within the CRTPO planning area adopted as part of the NCDOT STIP
6 - Tangible Product Expected	Updated and accurate CRTPO 2024-2033 TIP and products associated with development of the 2026-2035 TIP, including participation in NCDOT's Prioritization process.
7- Expected Completion	June 2024 and ongoing.
8 - Previous Work	Amendments to the current TIP.
9 - Prior FTA Funds	23723
10 - Relationship	Funds will assist in the development of the CRTPO's 2026-2035 TIP.
11 -Agency	Charlotte Area Transit System (CATS) Charlotte Regional Transportation Planning Organization (CRTPO)
12- HPR - Highway - NCDOT 20%	
13- HPR - Highway - F11WA 80%	
14- Section 104 (f) PI, Local 20%	62500
15- Section 104 (f) PI FHWA 80%	250000
16- Section 5303 Local 10%	3294
17- Section 5303 NCDOT 10%	3294
18- Section 5303 FTA 80%	26349
19- Section 5307 Transit - Local 10%	
20- Section 5307 Transit - NCDOT 10%	
21- Section 5307 Transit - FTA 80%	
22- Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1 - MPO	Charlotte Regional
2 - FTA Code	44.23.01
3 - Task Code	III-E
4 - Title	Management, Operations & Program Support Administration
5 - Task Objective	<p>CRTPO: Grants management responsibilities.</p> <p>ICATS: Local, state, and federal grant development, processing and billing, miscellaneous administrative tasks; participation in CRTPO, municipal, county transportation, and transit meetings; webinars; studies, surveys and updates.</p> <p>UCT: Development of local, state, and federal grants for administrative, operational, and capital funding; oversight of grant funded activities and state award programs; coordinates and administers activities related to the grant monitoring and compliance; participation in state and regional events.</p>
6 - Tangible Product Expected	Improved operational efficiencies; effective grant management and compliance.
7 - Expected Completion	June 2024 and ongoing.
8 - Previous Work	N/A
9 - Prior FTA Funds	83229
10 - Relationship	Improved coordination between regional providers and partners.
11 - Agency	<p>Charlotte Regional Transportation Planning Organization (CRTPO)</p> <p>Iredell County Area Transit System (ICATS)</p> <p>Union County Transportation (UCT)</p>
12 - HPR - Highway - NCDOT 20%	
13 - HPR - Highway - F11WA 80%	
14 - Section 104 (f) PI, Local 20%	132540
15 - Section 104 (f) PI FHWA 80%	530160
16 - Section 5303 Local 10%	7281

HEADING	MPO RESPONSE
17 - Section 5303 NCDOT 10%	7281
18 - Section 5303 FTA 80%	58245
19 - Section 5307 Transit - Local 10%	
20 - Section 5307 Transit - NCDOT 10%	
21 - Section 5307 Transit - FTA 80%	
22 - Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1 - MPO	Charlotte Regional
2 - FTA Code	44.23.01
3 - Task Code	III-B-3
4 - Title	Special Studies
5 - Task Objective	CATS: Connect Beyond: support implementation management, regional fare study, region transportation demand management (TDM) analysis; study and development of a structure of joint funding of advancing corridor planning efforts in neighboring counties. LYNX Silver Line Rail Trail multiuse path study and Transit Oriented Development (TOD) grant-funded activities around the proposed high-capacity transit corridor. CATS initiating the Route Restoration Grant program for the first-mile/last-mile connectivity within the CATS service area.
6 - Tangible Product Expected	CATS: Regional Fare Report, Regional TDM report, joint funding structure for regional corridor planning with adjacent counties; CONNECT Beyond implementation manager; route restoration study
7 - Expected Completion	June 2024 and ongoing.
8 - Previous Work	I-77 North bus rapid transit study; advancement of regional and corridor Studies; completion of the regional transit study (CONNECT Beyond).
9 - Prior FTA Funds	567020
10 - Relationship	Integration of transit planning into the overall transportation planning process.
11 - Agency	Charlotte Area Transit System (CATS)
12 - HPR - Highway - NCDOT 20%	
13 - HPR - Highway - F11WA 80%	
14 - Section 104 (f) PI, Local 20%	0
15 - Section 104 (f) PI FHWA 80%	0
16 - Section 5303 Local 10%	1055
17 - Section 5303 NCDOT 10%	1055
18 - Section 5303 FTA 80%	8437
19 - Section 5307 Transit - Local 20%	101250
20 - Section 5307 Transit - NCDOT 10%	
21 - Section 5307 Transit - FTA 80%	405000

HEADING	MPO RESPONSE
22 - Additional Funds - Local 100%	750000

HEADING	MPO RESPONSE
1 - MPO	Charlotte Regional
2 - FTA Code	44.27.00
3 - Task Code	III-C-1
4 - Title	Title VI
5 - Task Objective	Title VI analysis
6 - Tangible Product Expected	CATS: Socio-economic analysis; Title VI analysis for accessibility of transit routes.
7 - Expected Completion	June 2024 and ongoing.
8 - Previous Work	N/A
9 - Prior FTA Funds	100482
10 - Relationship	Advancing equity in transportation services.
11 - Agency	Charlotte Area Transit System (CATS)
12 - HPR - Highway - NCDOT 20%	
13 - HPR - Highway - F11WA 80%	
14 - Section 104 (f) PI, Local 20%	4000
15 - Section 104 (f) PI FHWA 80%	16000
16 - Section 5303 Local 10%	14057
17 - Section 5303 NCDOT 10%	14057
18 - Section 5303 FTA 80%	112453
19 - Section 5307 Transit - Local 10%	
20 - Section 5307 Transit - NCDOT 10%	
21 - Section 5307 Transit - FTA 80%	
22 - Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1- MPO	Charlotte Regional
2 -FTA Code	44.21.00
3- Task Code	III-A
4- Title	Unified Planning Work Program
5- Task Objective	Participation in the development, management, and billing of the CATS portions of activities for the UPWP.
6 - Tangible Product Expected	FY 2024 UPWP maintenance and documentation tracking with quarterly reports; FY 2025 UPWP development.
7- Expected Completion	June 2024 and ongoing.
8 - Previous Work	None
9 - Prior FTA Funds	17215
10 - Relationship	Coordination with CRTPO.
11 -Agency	Charlotte Area Transit System (CATS)
12- HPR - Highway - NCDOT 20%	
13- HPR - Highway - F11WA 80%	
14- Section 104 (f) PI, Local 20%	6250
15- Section 104 (f) PI FHWA 80%	25000
16- Section 5303 Local 10%	2826
17- Section 5303 NCDOT 10%	2826
18- Section 5303 FTA 80%	22606
19- Section 5307 Transit - Local 10%	
20- Section 5307 Transit - NCDOT 10%	
21- Section 5307 Transit - FTA 80%	
22- Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1- MPO	Charlotte Regional
2 -FTA Code	44.27.00
3- Task Code	III-D
4- Title	Statewide & Extra Regional Planning
5- Task Objective	<p>ICATS: Participation in the Centralina Regional Council Mobility Management meetings, webinars, surveys, and policy updates.</p> <p>UCT: Interagency coordination with transportation partners in Anson and Mecklenburg counties.</p>
6 - Tangible Product Expected	<p>ICATS: Development of the interagency cooperative efforts in service delivery with other regional and state transportation providers and agencies; initiate regional programs with exchanging and sharing of information.</p> <p>UCT: Enhanced coordination with Anson County; Anson County Transportation Relay.</p>
7- Expected Completion	June 2024 and ongoing.
8 - Previous Work	None
9 - Prior FTA Funds	3051
10 - Relationship	Improved regional coordination as envisioned by the CONNECT Beyond initiative.
11 -Agency	<p>Iredell County Area Transit System (ICATS)</p> <p>Union County Transportation (UCT)</p>
12- HPR - Highway - NCDOT 20%	
13- HPR - Highway - F11WA 80%	
14- Section 104 (f) PI, Local 20%	12500
15- Section 104 (f) PI FHWA 80%	50000
16- Section 5303 Local 10%	381
17- Section 5303 NCDOT 10%	381
18- Section 5303 FTA 80%	3047
19- Section 5307 Transit - Local 10%	
20- Section 5307 Transit - NCDOT 10%	
21- Section 5307 Transit - FTA 80%	
22- Additional Funds - Local 100%	

HEADING	MPO RESPONSE
1 - MPO	Charlotte Regional
2 - FTA Code	44.27.00
3 - Task Code	III-C-6
4 - Title	Public Participation
5 - Task Objective	Improved public facing route information for potential system users.
6 - Tangible Product Expected	Brochures, signage, service awareness programs
7 - Expected Completion	June 2024 and ongoing.
8 - Previous Work	N/A
9 - Prior FTA Funds	19389
10 - Relationship	Improved information available to potential system users.
11 - Agency	Iredell County Area Transit System (ICATS) Union County Transportation (UCT)
12 - HPR - Highway - NCDOT 20%	
13 - HPR - Highway - F11WA 80%	
14 - Section 104 (f) PI, Local 20%	27500
15 - Section 104 (f) PI FHWA 80%	110000
16 - Section 5303 Local 10%	1525
17 - Section 5303 NCDOT 10%	1525
18 - Section 5303 FTA 80%	12199
19 - Section 5307 Transit - Local 10%	
20 - Section 5307 Transit - NCDOT 10%	
21 - Section 5307 Transit - FTA 80%	
22 - Additional Funds - Local 100%	

RESOLUTION

**CERTIFYING THE TRANSPORTATION PLANNING PROCESS OF THE
CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION
FOR FY 2023**

WHEREAS, the Charlotte Regional Transportation Planning Organization has found that it is conducting transportation planning in a continuous, cooperative, and comprehensive manner in accordance with 23 USC 134 and 49 USC 1607; and

WHEREAS, the Charlotte Regional Transportation Planning Organization has found the transportation planning process to be in compliance with Sections 174 and 176 (c) and (d) of the Clean Air Act (42 USC 7504, 7506 (c) and (d); and

WHEREAS, the Charlotte Regional Transportation Planning Organization has found the transportation planning process to be in full compliance with Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by each State under 23 USC 324 and 29 USC 794; and

WHEREAS, the Charlotte Regional Transportation Planning Organization has considered how the transportation planning process will affect the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning projects (Section 105(f), Pub. L. 97-424, 96 Stat. 2100, 49 CFR part 23); and

WHEREAS, the Charlotte Regional Transportation Planning Organization has considered how the transportation planning process will affect the elderly and disabled per the provision of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the US DOT implementing regulations; and

WHEREAS, the Charlotte Regional Transportation Planning Organization Transportation Improvement Program is a subset of the currently conforming 2045 Metropolitan Transportation Plan; and

WHEREAS, the 2050 Metropolitan Transportation Plan has a planning horizon year of 2050 and meets all the requirements of an adequate Transportation Plan.

NOW THEREFORE BE IT RESOLVED that the Charlotte Regional Transportation Planning Organization certifies its transportation planning process on this the 15th day of March 2023.

I, Ronald P. Pappas, CRTPO Chair, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Charlotte Regional Transportation Planning Organization duly held on the 15th day of March 2023.



Ronald P. Pappas, Chair



Neil Burke, Secretary

Anticipated DBE Contracting Opportunities for FY2024

Name of MPO: Charlotte Regional ☒ Check here if there are no anticipated DBE opportunities

Person Completing Form: Robert Cook Telephone Number: area code (704)-336-8643

Prospectus Task Code	Prospectus Description	Name of Agency Contracting Out	Type of Contracting Opportunity (Consultant, etc.)	Federal Funds to be Contracted Out	Total Funds to be Contracted Out

► **Note:** This form must be submitted to NCDOT-IMD even if you anticipate no DBE Contracting Opportunities. Note “No contracting opportunities” on the table if you do not anticipate having any contracting opportunities.



FY 2024 **Unified Planning Work Program**

crtpo.org - email@crtpo.org - 600 E. Fourth Street, 8th Floor, Charlotte, NC 28202

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

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

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

WHEREAS, the City will reimburse Union County up to \$95,450 for FY 2024; and,

WHEREAS, the City will reimburse Iredell County up to \$56,261 for FY 2024; and,

WHEREAS, the format and cost sharing philosophy are consistent with past interlocal agreements; and,

WHEREAS, the City Manager, or his designee, is hereby empowered to sign and execute the Agreement with Iredell County and Union County.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the City of Charlotte Planning, Design, and Development Department and Iredell County and Union County is hereby formally approved by the City Council of the City of Charlotte.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 416-477.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

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STATE OF NORTH CAROLINA

SECTION 5303

COUNTY OF MECKLENBURG

GRANT AGREEMENT

This **AGREEMENT** is made and entered into this _____ day of _____, 2023 (the Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **UNION COUNTY, NC**, through its public transit department, the Union County Transportation System (“Union” or “Subrecipient”) (collectively, the “Parties”) for a transit project for data and planning support, public participation, statewide & extra-regional planning, and management, operations, and program support administration.

GENERAL RECITALS

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. §5303, Provides metropolitan transportation planning (“Section 5303”); and

WHEREAS, the Federal Transit Administration (the “FTA”) has designated the City as a grant recipient for planning funds to conduct analyses, programs involving transit or related activities for Federal Fiscal Year 2024 funds; and

WHEREAS, the Governor of North Carolina designated the City, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selected projects proposed by eligible subrecipients for Section 5303 funds; and

WHEREAS, the Unified Planning Work Program (UPWP) is adopted annually in accordance with FTA transportation planning guidelines; and

WHEREAS, grant (UPWP) funds are allocated by the FTA to communities through a locally designed recipient, specifically Charlotte Regional Transportation Planning Organization (CRTPO); and

WHEREAS, the City is the lead planning agency for the CRTPO and is designated, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selected projects proposed by eligible subrecipients for Section 5303 funds; and

WHEREAS, the Parties desire to secure and utilize FY2024 Section 5303 grant funds for Union for data and planning support, public participation, statewide & extra-regional planning, and management, operations, and program support administration.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree follows.

AGREEMENT

1. Purpose.

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Project Implementation. Subrecipient agrees to carry out the Project as follows:

- 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements";
 - b. FTA Circular 9045.1, "New Freedom Program Guidance and Application Instructions";
 - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
 - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
 - e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
 - f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
 - g. FTA Master Agreement, dated October 1, 2016;
 - h. FTA Circular 4220.1F, "Third Party Contracting Guidance";
 - i. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
 - j. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
 - k. Subrecipient's Application.

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

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

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- 3.1 City or Direct Recipient means the City of Charlotte.
- 3.2 Common Rules means DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200.
- 3.3 Applicant, or Subrecipient means Union County, NC.
- 3.4 Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term "disability" means, with respect to an individual—
- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - (b) A record of such impairment; or
 - (c) Being regarded as having such an impairment.
- 3.5 DOT means the U.S. Department of Transportation.
- 3.6 FTA means the Federal Transit Administration.
- 3.7 Grant Funds means the FTA funds provided by the City for Subrecipient's Section 5303 Project.
- 3.8 Master Agreement means The FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.
- 3.9 NCDOT means the North Carolina Department of Transportation.
- 3.10 OMB means the United States Office of Management and Budget.
- 3.11 Prior Approval means securing the City's or NCDOT's written permission prior to taking action or incurring a certain cost.
4. **Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:
- Exhibit A: Subrecipient's Application
- Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:
- Any clause required by Federal law shall control over all Agreement provisions;
 - All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.
5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.
- 5.1. Agreement Modification. In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section

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5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. Cost of Project. The total cost of the Project approved by the City is set forth in the Subrecipient's Application, incorporated into this Agreement as Exhibit A.

- 6.1 City Share. The City shall provide, from Federal funds, eighty percent (80%) of the actual costs of the project, not to exceed eighty-four thousand eight hundred and forty-four dollars (\$84,844).
- 6.2 State Share. The City shall provide, from NCDOT funds, ten percent (10%) of the actual cost of the project, not to exceed ten thousand six hundred and six dollars (\$10,606). The total not to exceed City Share is ninety-five thousand four hundred fifty dollars (\$95,450).
- 6.3 Subrecipient Share. Subrecipient shall provide Ten Percent (10%) of the actual costs of the Project as defined in Subrecipient's Application and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Application.

7. Grant Disbursements. Each month Subrecipient shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

- 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
- 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).
- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by Subrecipient. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. **Employment Taxes and Employee Benefits.** Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

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8. Period of Performance. This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2023 to June 30, 2024. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. Accounts and Records.

- 9.1. Establishment and Maintenance of Accounting Records. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.
- 9.3. Allowable Costs. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
 - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - b. Necessary in order to accomplish the Project;
 - c. Reasonable in amount for the services purchased;
 - d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
 - e. Made in conformance with the federal cost principles set forth in the Common Rules;
 - f. Satisfactorily documented; and
 - g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

10. Audit and Inspection. In compliance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703, subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

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11. Representations and Warranties of Subrecipient. Subrecipient represents and covenants that:

- 11.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.
- 11.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 11.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 11.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6 of this Agreement.

12. Termination of Agreement.

- 12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5303 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 12.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement

without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.

12.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

13. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

14. Indemnification.

14.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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14.2 This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

14.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

15. Insurance.

15.1 General Requirements.

- (a) Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.
- (c) Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Agreement. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).
- (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- (e) Within three (3) days after execution of this Agreement, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Agreement.
- (f) Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
- (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.

15.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:

- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
- (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
- (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

16. Drug-Free Workplace. The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has, or it will within thirty (30) days after execution of this Agreement:

16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

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16.7 A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

17. Non-Discrimination Policy. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

18. Notices and Principal Contacts. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient _____:

Theresa Torres

610 Patton Avenue

Monroe, NC 28110

Phone: (704) 283-3598

Fax: (704) 283-3551

E-mail: theresa.torres@unioncountync.gov

For the City:

Robert Cook, Assistant Director

600 East Fourth Street

Charlotte, NC 28202

Phone: (704) 336-8643

Fax: (704) 353-0797

Email: Robert.W.Cook@charlottenc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

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For Subrecipient:

Jason Kay
 Union County Government Office of Legal Counsel
 500 North Main Street
 Suite 925
 Monroe, NC 28112
 Phone: (704) 283-3784
 Email: jason.kay@unioncounty.gov

For the City:

Lisa Flowers
 City Attorney's Office
 600 East Fourth Street
 Charlotte, NC 28202
 Phone: (704) 432-2568
 Fax: (704) 353-0797
 E-mail: lflowers@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

19. Governing Law, Jurisdiction and Venue. North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

20. Breaches and Dispute Resolution.

20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

20.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.2.1 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.2.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.4 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

20.3 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

20.4 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

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- 21. No Liability for Special or Consequential Damages.** The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.
- 22. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 23. No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
- 24. Approvals.** All approvals or consents required under this Agreement must be in writing.
- 25. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
- 26. Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:
- | | |
|-------------|--|
| Section 7.5 | "Employment Taxes and Employee Benefits" |
| Section 11 | "Representations and Warranties of Subrecipient" |
| Section 12 | "Termination of Agreement" |
| Section 14 | "Indemnification" |
| Section 15 | "Insurance" |
| Section 18 | "Notices and Principal Contacts" |
- 27. Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.
- 28. Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible

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with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

29. Construction of Terms. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30. Federal Clauses. The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

30.1 Access to Records and Reports.

- (a) **Record Retention.** Subrecipient shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) **Retention Period.** The Subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Subrecipient shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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- (c) Access to Records. The Contractor agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserve30.3 Cargo Preference. Reserve30.4 Charter Service. Subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d)
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or any other appropriate remedy that may apply.

Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Subrecipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Subrecipient agrees that:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA "List of Violating Facilities;"
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing

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regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Subrecipient agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy

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Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income *Populations*," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Subrecipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

Failure by the Subrecipient to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

30.7 Disadvantaged Business Enterprises (DBE). Union shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Union shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Union to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Union from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

30.8 Contract Work Hours and Safety Standards. Reserved

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

30.10 Fly America - Reserve

30.11 Government-Wide Debarment and Suspension.

- (a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of

Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

- (b) Certification. Upon execution of this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions."

- (c) Verification. Subrecipient and all lower-tier participants must verify that the entity with whom the Subrecipient or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Subrecipient and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.
- (d) Disclosing Information. Subrecipient and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

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employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Application in Exhibit A.

Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to

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the provisions.

30.17 Reserved.

30.18 Recycled Products. Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** Union is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Union or the City.
- b) **Distracted Driving.** Union agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Union owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserved

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.
- (b) Subrecipient agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

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- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.


(SIGNATURES ON NEXT PAGE)

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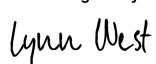
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IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

UNION COUNTY

By: 
Print Name: Brian W Matthews
Title: County Manager
Date: August 30, 2023

Attest:

By: 
Print Name: Lynn West
Title: Clerk to the Board of Commissioners
Date: August 30, 2023

No UC
Pre-Audit
Required

CITY OF CHARLOTTE

By: _____
Print Name: _____
Title: _____
Date: _____

Attest:

By: _____
Print Name: _____
Title: _____
Date: _____



Federal Transit Administration Section 5303

Call for Projects and Grant Application Package for FY 2024

DATE OF ISSUANCE: OCTOBER 5, 2022

DEADLINE FOR SUBMISSION TO CRTPO: NOVEMBER 10, 2022

The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes they have been discriminated against should contact the CRTPO at 704-336-4979.

1 Grant Overview

1.1 Public Notice

The Charlotte Regional Transportation Planning Organization (“CRTPO”) is the federally-designated Metropolitan Planning Organization (“MPO”) for the Charlotte area and is a division of the City of Charlotte’s Planning, Development & Design Department (“City”).

The CRTPO is opening a call for projects that are eligible for Federal Transit Administration Section 5303 formula funds. The CRTPO allocates these funds to support transit and transit related planning activities.

1.2 Funding Overview

The Metropolitan Planning Program (MPP) provides Federal financial assistance to help urban areas (UA) plan for the development, improvement, and effective management of their multi-modal transportation systems in accordance with the transportation planning requirements of the joint Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) planning regulations (23 CFR Part 450). The CRTPO is the MPO for the North Carolina portion of the Charlotte urban area (UA). CRTPO is responsible for developing the long-range transportation plan and the Transportation Improvement Program (TIP) in accordance with 49 U.S.C. § 5303.

The North Carolina Department of Transportation (NCDOT) has allocated the projected amount of **\$980,000** in the Section 5303 MPP grant funds for the planning projects in FY 2024. This amount is subject to change, and the final amount will be released in December 2022 by the NCDOT Integrated Mobility Division (NCDOT-IMD). Please also note that approximately **\$130,000** for CRTPO and **\$180,000** for the (CDOT Metrolina Regional Travel Demand Model/MRM) of that said 5303 funding amount will be set aside.

2 Call for Projects Information and Instructions

2.1 Call for Projects Overview

CRTPO allocates federal funding for multimodal transportation planning to its member jurisdictions and transit agencies within its planning area. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities.

The Section 5303 program requires a local match to ensure projects are 100% funded. On actual costs occurred, the FTA’s contribution will be 80%, 10%, state funds from NCDOT, and 10% from the awardee up to the awarded amount. The awardee will be responsible for excess costs and shall initiate and prosecute the project to the completion.

All questions and completed grant application documents shall be submitted to:

Mr. Jerrel Leonard, AICP, Transit Planner
Charlotte Regional Transportation Planning Organization
600 East Fourth Street, Eighth Floor
Charlotte, NC 28202

jerrel.leonard@charlottenc.gov

704-336-4979

2.2 Section 5303 Call for Projects Schedule:

- Application Issuance and Announcement: October 5, 2022
- **APPLICATION DEADLINE:** **NOVEMBER 10, 2022 5:00 P.M.**
- CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board: March 2, 2023
- CRTPO Board to Approve Projects: March 15, 2023
- CRTPO Award Notification to Applicants: March 17, 2023

2.1 Application Package:

This package contains the following items:

- PDF Fillable Application Form - Required (you may substitute the application into a Word document, for example, but please keep the order)
- Project Funding Worksheet - Required (Excel, but please submit a PDF or the worksheet)
- Application Checklist
- Example of the Agreement
- Example of a Project Funding Worksheet

3 Application Evaluation

Applications must be submitted to CRTPO staff and thoroughly evaluated for eligibility based upon federal eligibility requirements. After evaluating the proposals, projects meeting federal eligibility requirements will be presented to the CRTPO TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board will vote on funding of the recommended projects. The list of approved projects will be published and submitted to the FTA for funding.

4 Section 5303 Metropolitan Transportation Planning - Statutory Reference

Section 5303 formula program provides funding and procedural requirements for multimodal transportation planning in metropolitan areas and states. The eligible planning tasks need to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities. The federal statutory regulations associated with the Section 5303 formula program is as follows:

<https://www.govinfo.gov/content/pkg/USCODE-2007-title49/pdf/USCODE-2007-title49-subtitleIII-chap53-sec5303.pdf>

5 Project Reporting

There will be on-going reporting responsibilities. The funded organization will be required to comply with various federal requirements and federal certifications and assurance such as civil rights, drug and alcohol testing, procurement and others. These responsibilities and requirements will be outlined through an agreement between the recipient and the City of Charlotte/CRTPO. An example of the agreement is attached.

Application

PART I: Funding Request	
Name of Applicant Organization:	Union County Transportation
Mailing Address:	610 Patton Avenue Monroe, NC 28110
Name and Title of Person Authorized to Submit the Grant Application:	Theresa Torres
Address, Phone Number and E-Mail Address for Authorized Person:	610 Patton Avenue, Monroe, NC 28110 704-283-3598,
Project Name:	Research and Development Project
Project Description:	<p>Our project will use the funding associated with this grant to complete tasks including:</p> <ul style="list-style-type: none">- Data and Planning Support- Ridership analysis, socio-economic analysis, census analysis for equity, market analysis, route analysis, creation and analysis of performance metrics, and rate analysis.- Public Participation – Rider Surveys, Annual customer surveys, responding to customer complaints, and ADA reasonable modification requests.- Statewide & Extra Regional Planning – Interagency

Application

PART II: Project Narrative (use supplemental pages as needed)	
Project Needs:	We need the funding for the employees involved in the project to successfully research and implement any and all measures that will help Union County Transportation plan for and manage growing transit needs, maximize service efficiency, and provide quality customer service.
Goals and Objective:	Union County Transportation's goals and objectives are to continue planning efforts by studying the growing need for transportation in our area and developing and implementing solutions to identified needs and opportunities. Not only is our population growing, but the complexity of residents' transit needs is also growing. We will continue to examine demographic trends and performance metrics to improve efficiency. With the growing demand for transportation in
Implementation Plans:	Union County Transportation will continue updating and using our Performance Measures and our Success Plan to guide our efforts. These measures and plan are continuously monitored, and success is gaged in part by customer and employee feedback collected throughout the year, which helps us understand whether we are meeting goals and help determine if our system needs are changing. Ridership analysis and route analysis will be studied using maps and county population data by age, income, disability status, veteran status, and other variables relevant to transit planning. We monitor our passenger-per-hour statistics, average miles per trip, and trips per revenue hour to evaluate the efficiency of our system and make educated changes to increase ridership and productivity.

Application

PART III: Proposed Project Budget	
Project Funding Local Match Commitment:	Worksheet is attached. Local match of \$16,606 represents approximately 10% of overall anticipated cost of the project, and will be provided through the use of Union County general funds.
Project Funding Worksheet:	Please attach your worksheet

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Application Checklist

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

PART I: Funding Request – Grants Title Page

- ☐ Applicant Information
- ☐ Project Description

PART II: Project Narrative

- ☐ Project Needs
- ☐ Goals & Objectives
- ☐ Implementation Plan

PART III: Proposed Project Budget

- ☐ Project Funding Worksheet
- ☐ Project Funding & Local Match

Budget Narrative Report

July 1, 2023 - June 30, 2024

Total SMO		
	Total	100.055
	Federal 80%	80.055
	Federal 80%	80.055
	Federal 80%	80.055

September 14, 2028
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FY 24 FTA 5303 Planning Budget and Narrative - Union County Transportation

Task	Outcomes	Deliverables	Staff Name(s)	Hours	Rate	Hourly Rate Total Cost
II-C-6 Rider surveys	Customer feedback and performance metrics	Annual customer surveys. Responding to customer complaints and ADA Reasonable Modification Requests.	Dominick Sheppard	40	\$ 30.07	\$ 1,202.80
II-A Ridership analysis	Demographic trends, origin-destination trends	Customers in home evaluations. Perform drivers ride alongs every quarter to collect and validate ridership information.	Dominick Sheppard	360	\$ 30.07	\$ 10,825.20
II-A Socio-economic analysis	Census analysis for equity and market analysis	Maps of county population by age, income, disability status, veteran status, and other variables relevant for transit planning.	Bjorn Hansen	120	\$ 41.97	\$ 5,036.40
II-A Route analysis	Performance metrics for routes and enabling improved efficiency opportunities	Oversee the creation of new routes and continued efficiency initiatives.	Brandon Earp	1,150	\$ 32.54	\$ 37,421.00
II-B Planning Process	Evaluate the provision of Microtransit within Union County. Reviewing trends, and demand data	Identify opportunities for Microtransit within Union County	Bjorn Hansen	50	\$ 41.97	\$ 2,098.50
II-B Planning Process	Evaluate the provision of Microtransit within Union County. Reviewing trends, and demand data	Identify opportunities for Microtransit within Union County	Matthew Rea	50	\$ 25.72	\$ 1,286.00
III-E Grant development	Development of local, state, and federal grants for administrative, operational, and capital funding	Research, prepare and submit annual grants.	Theresa Torres	80	\$ 37.79	\$ 3,023.20
III-E Management, Operations and Program Support	Assist in the development of local, state, and federal grants for administrative, operational, and capital funding. Assist in overseeing federal grants and state awards programs and coordinates and administers activities relating to the development and monitoring of compliance for all grant funding.	Assists in the research, preperation and submittal of annual grants.	Grants & Compliance Coordinator	785.382	\$ 45.78	\$ 35,955
III-D Interagency coordination	Coordination with Anson and Mecklenburg transit systems	Attend Anson County's quarterly Transportation Advisory Meetings.	Theresa Torres	4	\$ 37.79	\$ 151.16
III-D Interagency coordination	Coordination with Anson and Mecklenburg transit systems	Facilitate the coordination of Anson County Relay.	Brandon Earp	80	\$ 32.54	\$ 2,603.20
III-E State and Regional Coordination	Attending regional and state events	Attend CRTPO, Centralina COG and other relevant meetings.	Bjorn Hansen	10	\$ 41.97	\$ 419.70
III-E Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Janet Payne	20	\$ 68.67	\$ 1,373.40
III-E Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Theresa Torres	40	\$ 37.79	\$ 1,511.60
III-E Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Dominick Sheppard	20	\$ 30.07	\$ 601.40
III-E Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Bjorn Hansen	10	\$ 41.97	\$ 419.70
III-E Training and Conference Events	Attending regional and state events	Attend annual training sponsored by NCDOT and other agencies.	Grants & Compliance Coordinator	10	\$ 45.78	\$ 457.80
III-E Training and Conference Events	NCPA Membership Fee	NCPA provides the support necessary for the System Members to continuously improve the efficiency and effectiveness of the transportation services provided to the public.	Theresa Torres	0	\$ -	\$ 770.00
III-E Training and Conference Events	NCPA Conference Fee	NCPA brings transit agencies and partners together to collaborate with other agencies and improve the efficiency and effectiveness of Public Transportation.	UCT Staff	0	\$ -	\$ 900.00

	Total	\$ 106,055.85
80%	Federal Share	\$ 84,844.68
10%	State	\$ 10,605.58
10%	Local Share	\$ 10,605.58

STATE OF NORTH CAROLINA

SECTION 5303

COUNTY OF MECKLENBURG

GRANT AGREEMENT

This **AGREEMENT** is made and entered into this _____ day of _____, 2023 (the Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **IREDELL COUNTY, NC**, through its public transit department, the Iredell County Area Transportation System (“ICATS” or “Subrecipient”) (collectively, the “Parties”) for a transit project for fixed-route and para-transit, demand response evaluation, public participation, and community outreach.

GENERAL RECITALS

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. §5303, Provides metropolitan transportation planning (“Section 5303”); and

WHEREAS, the Federal Transit Administration (the “FTA”) has designated the City as a grant recipient for planning funds to conduct analyses, programs involving transit or related activities for Federal Fiscal Year 2024 funds; and

WHEREAS, the Governor of North Carolina designated the City, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selection Projects proposed by eligible subrecipients for Section 5303 funds; and

WHEREAS, the Unified Planning Work Program (UPWP) is adopted annually in accordance with FTA transportation planning guidelines; and

WHEREAS, grant (UPWP) funds are allocated by the FTA to communities through a locally designed recipient, specifically Charlotte Regional Transportation Planning Organization (CRTPO); and

WHEREAS, the City is the lead planning agency for the CRTPO and is designated, as the “designated recipient” of Section 5303 funds for CRTPO with the responsibility of evaluating and selection Projects proposed by eligible subrecipients for Section 5303 funds; and

WHEREAS, the Parties desire to secure and utilize FY2024 Section 5303 grant funds for ICATS fixed-route and para-transit, demand response evaluation, and community outreach.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree follows.

AGREEMENT

1. Purpose.

The purpose of this Agreement is to provide for the undertaking of non-urbanized and small urban public transportation services as described in the project application, Exhibit A (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Project Implementation. Subrecipient agrees to carry out the Project as follows:

- 2.1 Scope. Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
- a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements";
 - b. FTA Circular 9045.1, "New Freedom Program Guidance and Application Instructions";
 - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
 - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";
 - e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
 - f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
 - g. FTA Master Agreement, dated October 1, 2016;
 - h. FTA Circular 4220.1F, "Third Party Contracting Guidance";
 - i. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
 - j. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
 - k. Subrecipient's Application.

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

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Charlotte.

- 3.2 Common Rules means DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200.
- 3.3 Applicant, or Subrecipient means Iredell County, NC, through its public transit department, the Iredell County Area Transportation System (ICATS).
- 3.4 Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual—
- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - (b) A record of such impairment; or
 - (c) Being regarded as having such an impairment.
- 3.5 DOT means the U.S. Department of Transportation.
- 3.6 FTA means the Federal Transit Administration.
- 3.7 Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5303 Project.
- 3.8 Master Agreement means The FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.
- 3.9 NCDOT means the North Carolina Department of Transportation.
- 3.10 OMB means the United States Office of Management and Budget.
- 3.11 Prior Approval means securing the City’s or NCDOT’s written permission prior to taking action or incurring a certain cost.
4. **Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:
- Exhibit A: Subrecipient’s Application
- Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:
- Any clause required by Federal law shall control over all Agreement provisions;
 - All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.
5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.
- 5.1. Agreement Modification. In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5303 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or

modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. Cost of Project. The total cost of the Project approved by the City is set forth in the Subrecipient's Application, incorporated into this Agreement as Exhibit A.

6.1 City Share. The City shall provide, from Federal funds, eighty percent (80%) of the actual costs of the project, not to exceed fifty-six thousand and ten dollars (\$56,010).

6.2 State Share. The City shall provide, from NCDOT funds, ten percent (10%) of the actual cost of the project, not to exceed six thousand two hundred and fifty-one dollars (\$6,251). The total not to exceed City Share is fifty-six thousand five hundred and thirty-one dollars (\$56,531).

6.3 Subrecipient Share. Subrecipient shall provide Ten Percent (10%) of the actual costs of the Project as defined in Subrecipient's Application and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Application.

7. Grant Disbursements. Each month Subrecipient shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.

7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).

7.3. The City shall disburse the City's Share within thirty (30) days of each valid Monthly Report submitted by Subrecipient. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.

7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.

7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

8. Period of Performance. This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2023 to June 30, 2024. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. Accounts and Records.

- 9.1. Establishment and Maintenance of Accounting Records. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.
- 9.3. Allowable Costs. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
 - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - b. Necessary in order to accomplish the Project;
 - c. Reasonable in amount for the services purchased;
 - d. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
 - e. Made in conformance with the federal cost principles set forth in the Common Rules;
 - f. Satisfactorily documented; and
 - g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

10. Audit and Inspection. In compliance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703, subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project

Subrecipient shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

11. Representations and Warranties of Subrecipient. Subrecipient represents and covenants that:

- 11.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 11.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A.

- 11.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 11.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 11.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 11.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6 of this Agreement.

12. Termination of Agreement.

- 12.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 12.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5303 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 12.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 12.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 12.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 12.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

13. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

14. Indemnification.

14.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

14.2 This Section 14 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

14.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

15. Insurance.

15.1 General Requirements.

- (a) Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 15, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence

work on its subcontract until all insurance required of the subcontractors has been obtained and approved.

- (b) All insurance policies required by Section 15.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by Section 15.2.
 - (c) Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Agreement. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 14).
 - (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
 - (e) Within three (3) days after execution of this Agreement, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 15 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Agreement.
 - (f) Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
 - (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 15**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 15.2. Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
 - (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less

than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

- (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.

16. Drug-Free Workplace. The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has, or it will within thirty (30) days after execution of this Agreement:

16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

16.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

16.7 A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

17. Non-Discrimination Policy. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

- 18. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient :

Bradley Johnson, Transit Director
2611 Ebony Circle
Statesville, NC 28677
Phone: (704) 873-9393
Fax: (704) 873-8125
E-mail: Bradley.johnson @co.iredell.nc.us

For the City:

Robert Cook, Assistant Director
600 East Fourth Street
Charlotte, NC 28202
Phone: (704) 336-8643
Fax: (704) 353-0797
E-mail: Robert.W.Cook@charlottenc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City:

Lisa Flowers
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202
Phone: (704) 432-2568
Fax: (704) 353-0797
E-mail: Lisa.Flowers@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 19. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby

irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

20. Breaches and Dispute Resolution.

20.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

20.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

20.3.1 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

20.3.2 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 20.6 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

20.3 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties

shall initiate mediation as set forth below.

20.4 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

21. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

22. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

23. No Publicity. No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

24. Approvals. All approvals or consents required under this Agreement must be in writing.

25. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

26. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	"Employment Taxes and Employee Benefits"
Section 11	"Representations and Warranties of Subrecipient"
Section 12	"Termination of Agreement"
Section 14	"Indemnification"
Section 15	"Insurance"
Section 18	"Notices and Principal Contacts"

27. Familiarity and Compliance with Laws and Ordinances. Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

28. Conflict of Interest and Code of Conduct. Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

29. Construction of Terms. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30. Federal Clauses. The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any sub-agreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State

and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

30.1 Access to Records and Reports.

- (a) Record Retention. Subrecipient shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Subrecipient shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Subrecipient agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

30.2 Buy America. Reserve

30.3 Cargo Preference. Reserve

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

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d)
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include, barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or any other appropriate remedy that may apply.

Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

30.5 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Subrecipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Subrecipient agrees that:

- (a) It will not use any violating facilities;
- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA “List of Violating Facilities;”
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30.6 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et.seq.*, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Subrecipient agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Subrecipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

30.7 Disadvantaged Business Enterprises (DBE). Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall

carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Subrecipient from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

30.8 Contract Work Hours and Safety Standards. Reserved

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

30.10 Fly America - Reserved

30.11 Government-Wide Debarment and Suspension.

(a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) Certification. Upon execution of this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions."

(c) Verification. Subrecipient and all lower-tier participants must verify that the entity with whom the Subrecipient or lower-tier participant intends to do business with is not

excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Subrecipient and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.

- (d) Disclosing Information. Subrecipient and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

30.12 Lobbying Restrictions. Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Application in Exhibit A.

Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

30.13 No Government Obligation to Third Parties.

- (a) The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5303 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5303 grant.
- (b) Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30.14 Reserved.

30.15 Reserved.

30.16 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that

may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30.17 Reserved.

30.18 Recycled Products. Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

30.19 Safe Operation of Motor Vehicles.

- a) **Seat Belt Use.** Iredell County is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Iredell County or the City.
- b) **Distracted Driving.** Iredell County agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Iredell County owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

30.20 School Bus Operations. – Reserved

30.21 Reserved.

30.22 Reserved.

30.23 Reserved.

30.24 Reserved.

30.25 Federal Changes.

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's

failure to so comply shall constitute a material breach of this Agreement.

- (b) Subrecipient agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

30.26 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

30.27 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's

requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

IREDELL COUNTY

Attest:

By:

By:

Print Name: Bradley Johnson

Print Name:

Title: Transit Director

Title:

Date:

Date:

CITY OF CHARLOTTE

Attest:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A



Federal Transit Administration Section 5303

Call for Projects and Grant Application Package for FY 2024

DATE OF ISSUANCE: OCTOBER 5, 2022

DEADLINE FOR SUBMISSION TO CRTPO: NOVEMBER 10, 2022

The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes they have been discriminated against should contact the CRTPO at 704-336-4979.

1 Grant Overview

1.1 Public Notice

The Charlotte Regional Transportation Planning Organization (“CRTPO”) is the federally-designated Metropolitan Planning Organization (“MPO”) for the Charlotte area and is a division of the City of Charlotte’s Planning, Development & Design Department (“City”).

The CRTPO is opening a call for projects that are eligible for Federal Transit Administration Section 5303 formula funds. The CRTPO allocates these funds to support transit and transit related planning activities.

1.2 Funding Overview

The Metropolitan Planning Program (MPP) provides Federal financial assistance to help urban areas (UA) plan for the development, improvement, and effective management of their multi-modal transportation systems in accordance with the transportation planning requirements of the joint Federal Transit Administration (FTA)/Federal Highway Administration (FHWA) planning regulations (23 CFR Part 450). The CRTPO is the MPO for the North Carolina portion of the Charlotte urban area (UA). CRTPO is responsible for developing the long-range transportation plan and the Transportation Improvement Program (TIP) in accordance with 49 U.S.C. § 5303.

The North Carolina Department of Transportation (NCDOT) has allocated the projected amount of **\$980,000** in the Section 5303 MPP grant funds for the planning projects in FY 2024. This amount is subject to change, and the final amount will be released in December 2022 by the NCDOT Integrated Mobility Division (NCDOT-IMD). Please also note that approximately **\$130,000** for CRTPO and **\$180,000** for the (CDOT Metrolina Regional Travel Demand Model/MRM) of that said 5303 funding amount will be set aside.

2 Call for Projects Information and Instructions

2.1 Call for Projects Overview

CRTPO allocates federal funding for multimodal transportation planning to its member jurisdictions and transit agencies within its planning area. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities.

The Section 5303 program requires a local match to ensure projects are 100% funded. On actual costs occurred, the FTA’s contribution will be 80%, 10%, state funds from NCDOT, and 10% from the awardee up to the awarded amount. The awardee will be responsible for excess costs and shall initiate and prosecute the project to the completion.

All questions and completed grant application documents shall be submitted to:

Mr. Jerrel Leonard, AICP, Transit Planner
Charlotte Regional Transportation Planning Organization
600 East Fourth Street, Eighth Floor
Charlotte, NC 28202

jerrel.leonard@charlottenc.gov
704-336-4979

2.2 Section 5303 Call for Projects Schedule:

- Application Issuance and Announcement: October 5, 2022
- **APPLICATION DEADLINE:** **NOVEMBER 10, 2022 5:00 P.M.**
- CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board: March 2, 2023
- CRTPO Board to Approve Projects: March 15, 2023
- CRTPO Award Notification to Applicants: March 17, 2023

2.1 Application Package:

This package contains the following items:

- PDF Fillable Application Form - Required (you may substitute the application into a Word document, for example, but please keep the order)
- Project Funding Worksheet - Required (Excel, but please submit a PDF or the worksheet)
- Application Checklist
- Example of the Agreement
- Example of a Project Funding Worksheet

3 Application Evaluation

Applications must be submitted to CRTPO staff and thoroughly evaluated for eligibility based upon federal eligibility requirements. After evaluating the proposals, projects meeting federal eligibility requirements will be presented to the CRTPO TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board will vote on funding of the recommended projects. The list of approved projects will be published and submitted to the FTA for funding.

4 Section 5303 Metropolitan Transportation Planning - Statutory Reference

Section 5303 formula program provides funding and procedural requirements for multimodal transportation planning in metropolitan areas and states. The eligible planning tasks need to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities. The federal statutory regulations associated with the Section 5303 formula program is as follows:

<https://www.govinfo.gov/content/pkg/USCODE-2007-title49/pdf/USCODE-2007-title49-subtitleIII-chap53-sec5303.pdf>

5 Project Reporting

There will be on-going reporting responsibilities. The funded organization will be required to comply with various federal requirements and federal certifications and assurance such as civil rights, drug and alcohol testing, procurement and others. These responsibilities and requirements will be outlined through an agreement between the recipient and the City of Charlotte/CRTPO. An example of the agreement is attached.

Application

PART I: Funding Request	
Name of Applicant Organization:	Iredell County - Iredell County Area Transit System (ICATS)
Mailing Address:	2611 Ebony Circle; Statesville, NC 28677
Name and Title of Person Authorized to Submit the Grant Application:	Bradley Johnson, Transit Director
Address, Phone Number and E-Mail Address for Authorized Person:	2611 Ebony Circle; Statesville, NC 28677; 704-873-9393; bradley.johnson@co.iredell.nc.us
Project Name:	FY 2024 ICATS Transit community engagement and service improvements.
Project Description:	Collaborate with residents of Iredell County and community partners and leaders to promote existing demand response & route services, to examine demand response and additional route services in Iredell County, to create improved demand response and route service brochures and web site information, to improve demand response service and route stops and signage, and to design and implement new routes or route modifications.

Application

PART II: Project Narrative <i>(use supplemental pages as needed)</i>	
	Funding to accommodate research and communication, updated literature & distribution, signage and bus stop fixtures & hardware.
Project Needs:	
	Collaborate with residents of Iredell County and community partners and leaders to promote existing demand response & route services, to examine demand response improvement & additional route services in Iredell County, to create improved demand response & route service brochures and web site information, to improve demand response service and route stops and signage, and to design and implement new routes or route modifications. Increased ridership on demand response and existing and/or new routes, improve existing demand response & route services via modifications and/or expansion, new demand response and route service literature and distribution, improved web site information, and expand interaction with the residents of Iredell County and community partners and leaders.
Goals and Objective:	
	Analyze data from communications with residents, community partners & leaders to improve, design, develop and/or modify demand response & route services. Update literature and electronic media. Install and update signage.
Implementation Plans:	

Application

PART III: Proposed Project Budget	
	Project funding of \$100,000; 80/10/10 Match; \$80,000 – 5303, \$10,000 - NC DOT, \$10.000 – from local funding resources currently contractually committed.
Project Funding Local Match Commitment:	Final awarded amounts are as followed: Federal: \$50,010 (80%); State: \$6,251 (10%); Local: \$6,251 (10%)
Project Funding Worksheet:	Please attach your worksheet

Application Checklist

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

PART I: Funding Request – Grants Title Page

- ☐ Applicant Information
- ☐ Project Description

PART II: Project Narrative

- ☐ Project Needs
- ☐ Goals & Objectives
- ☐ Implementation Plan

PART III: Proposed Project Budget

- ☐ Project Funding Worksheet
- ☐ Project Funding & Local Match

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

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

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

WHEREAS, the City will reimburse the Centralina Regional Council up to \$33,600

for FY 2024;

and, WHEREAS, the City will reimburse the Town of Indian Trail up to \$120,000

for FY 2024;

and, WHEREAS, the City will reimburse the Town of Matthews up to \$120,000 for

FY 2024;

and, WHEREAS, the City will reimburse the Town of Mooresville up to \$160,000

for FY 2024;

and, WHEREAS, the City will reimburse the Town of Stallings up to \$100,00 for

FY 2024;

and,

WHEREAS, the format and cost sharing philosophy are consistent with past interlocal agreements;
and,

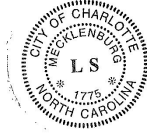
WHEREAS, the City Manager, or his designee, is hereby empowered to sign and execute the Agreement with Centralina Regional Council, the Town of Indian Trail, the Town of Matthews, the Town of Mooresville, and the Town of Stallings.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the City of Charlotte Planning, Design, and Development Department and Centralina Regional Council, the Town of Indian Trail, the Town of Matthews, the Town of Mooresville, and the Town of Stallings is hereby formally approved by the City Council of the City of Charlotte.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 478-601.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

THE STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF MECKLENBURG

This **AGREEMENT** is made and entered into this 1st day of July 2023 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and **CENTRALINA REGIONAL COUNCIL**, (the “Awardee” or “Centralina”) (collectively, the “Parties”) for the use of Planning Funds for **Linking Transit and Land Use at the Community Scale: Training Series and Resources** (the “Project”).

GENERAL RECITALS

WHEREAS, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

WHEREAS, the City has been designated the Lead Planning Agency of CRTPO; and,

WHEREAS, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

WHEREAS, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

WHEREAS, the CRTPO conducted a competitive Call for Projects from August 15, 2022 to October 28, 2022 to award federal funds (the “Grant Funds”); and,

WHEREAS, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for Linking Transit and Land Use at the Community Scale: Training Series and Resources; and

WHEREAS, The CRTPO Board awarded the Centralina’s Project on March 15, 2023; and

WHEREAS, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

WHEREAS, the Parties desire to secure and utilize Grant Funds for Linking Transit and Land Use at the Community Scale: Training Series and Resources.

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

AGREEMENT

1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

3 Availability of Grant Funds

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

4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects:
https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf

5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and Centralina as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

6 Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2023, to June 30, 2025**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project outside of the Period of Performance.

7 Scope of Project

The scope of project is to create a training series and resources for linking transit and land use at the community scale (Exhibit A - Application for funds from the Centralina).

8 Reimbursement of the Project

The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$42,000**. The CRTPO shall provide, from Grant Funds, up to 100% of the actual net cost of the Project, not more than the identified amounts for eligible administrative, operating, and capital expenses.

9 Project Expenditures and Payments

9.1 General.

The CRTPO is utilizing available Grant Funds and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.

- d. The Awardee shall email invoices and required documentation to:

Temekia.Dae@charlottenc.gov, tthomson@charlottenc.gov, and
jennifer.stafford@charlottenc.gov.

- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook
Assistant Planning Director
City of Charlotte – CRTPO
600 East Fourth Street – 8th Floor
Charlotte, NC 28202
704-336-8643
rwcook@charlottenc.gov

For the Awardee:

Jason Wager
Regional Planning Director
Centralina Regional Council
10735 David Taylor Dr. #250, Charlotte, NC 28262
704-348-2707
jwager@centralina.org

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.

- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

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

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with

access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.

- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

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

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements,

and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

10 Termination

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

11 Civil Rights and Equal Opportunity

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

12 Choice of Law and Venue

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

13 Severability

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

14 Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

14 Federal Terms and Conditions

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a

party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

d. Program Fraud and False or Fraudulent Statements or Related Acts.

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

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

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

e. Federal Changes.

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

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

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

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

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

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

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

h. Incorporation of Federal Terms

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

i. Energy Conservation

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

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

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


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

Signature Page Follows

THIS AGREEMENT, entered into as of the day and year first written above for Centralina Regional Council for Linking Transit and Land Use at the Community Scale: Training Series and Resources, in an amount not to exceed **\$42,000**.

AWARDEE:

Centralina Regional Council
10735 David Taylor Dr. #250
Charlotte, NC 28262

By: 
Geraldine Gardner (Jun 30, 2023 15:44 EDT)

Signature

Geraldine Gardner

Print Name

Executive Director

Title

Jun 30, 2023

Date



Attest Signature

Jun 30, 2023

Attest Date

Denise Strosser, Finance Director

Approved as to Form

Jun 30, 2023

Title and Date

CITY OF CHARLOTTE:

600 East Fourth Street
Charlotte NC 28202

By:

Signature

Print Name

Title

Date

Attest Signature

Attest Date

Exhibit A – Planning Funds Application

PLANNING PROJECTS

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization
Discretionary Projects Program**

**Call for Project Submissions
Fall 2022**

**GRANT APPLICATION PACKAGE
FOR
PLANNING PROJECTS**

PLANNING PROJECTS

Submittal Guide and Grant Application Package

All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 14, 2022 BY 5:00 PM. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors **must** submit a complete application package including all attachments that are due by 5:00 p.m. on October 28. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at Jennifer.Stafford@charlottenc.gov.

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## PLANNING PROJECT INFORMATION

### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2023, with all reimbursable work completed by June 30, 2024. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2023)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
  - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - a bulleted list of accomplishments during the quarter
  - invoices submitted by consultants
  - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2023                                |
| 2       | October 1 - December 31 | December 30, 2023                               |
| 3       | January 1 - March 31    | April 30, 2024                                  |
| 4       | April 1 - June 30       | July 10, 2024                                   |

*Continue to next page to start the planning funds application process.*

## APPLICATION FOR PLANNING FUNDS

### CONTACT INFORMATION

Applicant / Lead Agency: *Centralina Regional Council*

Contact Name and Title: *Michelle Nance, Senior Director*

Contact Email and Phone Number: [mnance@centralina.org](mailto:mnance@centralina.org) 704-348-2709

CRTPO Member Jurisdiction: *Centralina Regional Council*

Secondary Applicant Name and Email (or N/A): *Jason Wager* [jwager@centralina.org](mailto:jwager@centralina.org)

Briefly describe the project management experience in managing federally funded projects:

*Centralina Regional Council has experience in managing federally funded projects, including: CONNECT Our Future (2012-2015), Greater Charlotte Regional Freight Mobility Study (2015-2016), and CONNECT Beyond (2020-2021), including consultant selection and management, stakeholder engagement and analysis, deliverable review and presentation, budget creation and monitoring.*

### PROJECT INFORMATION

Project Name: ***Linking Transit and Land Use at the Community Scale: Training Series and Resources***

Provide a summary of the project, including the location, purpose and need:

The CONNECT Beyond Regional Mobility Initiative includes 5 Mobility Moves, including “Create Mobility-Friendly Places.” This move recognizes that land use patterns, mix of uses, and density play a critical role in the current and future accessibility of a place. Mobility friendly places are vibrant communities where residents can live, work, shop and play and include a variety of mobility options, pedestrian-friendly infrastructure, targeted mixed-use density and enhanced pedestrian amenities. Mobility friendly land use and development patterns need clear intent through land use plans and development codes, both of which occur at the local level.

Accommodating growth, growing economic competitiveness and achieving goals of sustainability and equity are reliant upon our ability to move the workforce and create livable communities that support a variety of mobility options. However, connecting daily land use decisions to larger-scale mobility plans is difficult and will not happen without intentional action. The CONNECT Beyond plan recognized this issue while holding focus groups with local land use planners. Communities understand the importance of integrating transit and land use and the impact it can make on a community, but need on-the-ground practices that can be integrated into the local development process.

Change occurs by addressing systems and policies. This training series will include **four sessions** that will take a deep dive into proactive, practical steps toward integrating mobility and land use at the local scale through tools, resources, peer learning, and best practices. Topic areas will include issues such as plan and policy alignment, zoning ordinance best practices, implementing mobility hub elements, incentivizing mobility-friendly development, integrating housing density, connectivity with parks and public spaces, process improvement, stakeholder involvement, and coordination with other disciplines. The project will also produce **model plan and code language** to support incorporation of missing middle housing and mixed-use development around mobility hubs.

***Supporting local governments in adopting transit supportive development policies*** is one of CONNECT Beyond’s near-term recommendations. This training series addresses this goal and develops the groundwork for local action.



**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: ***Linking Transit and Land Use at the Community Scale: Training Series and Resources***

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

CRTPO Goal: Provide, manage, and maintain a safe, efficient, and **sustainable transportation system**.

- The project will support a more sustainable transportation network that will better meet the needs of residents. People want to live and work in communities that offer transportation choices beyond the single-occupancy vehicle. Land use plans and policies promoted through this project will help to meet residents' needs and create mobility-friendly places. The resulting mobility supportive development patterns can help lessen the load and increase sustainability of the current transportation network.

CRTPO Goal: Promote an **integrated, accessible, multimodal transportation system**.

- Mobility friendly places help to create one-stop environments with the goal of providing residents access to a mobility network that is safe, convenient and accessible. Through this educational training series, Centralina will assist CRTPO in creating a knowledge base for member jurisdictions to develop local land use plans and policies that encourage this type of development and promote an integrated, multimodal transportation system.

CRTPO Goal: Develop transportation **plans and policies** that improve quality of life for residents, are sensitive to significant features of the natural and human environment, and **encourage linkages between transportation and land use**.

- The project addresses this goal by providing resources, guidance and practical steps for local governments to integrate transportation into their land use practices. These new mobility-friendly plans and policies will help create mixed-use, walkable places for residents to live, work, shop and play, all benefitting the quality of life for people living in these communities.

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: ***Linking Transit and Land Use at the Community Scale: Training Series and Resources***

Provide details of anticipated deliverables and final products:

Anticipated deliverables include:

- Coordination and communication with CRTPO staff on workshop design, audience, and timing.
- Design and deployment of a pre-project survey to assess specific topics of interest to training audience, level of knowledge on specific topics and identify areas to explore in more detail. Analysis of survey results and a survey summary will be provided to CRTPO and used to design the training sessions.
- Design and development of training session promotional materials, including flyers and invitations.
- Development of each training session will include: topical outline, speaker coordination, PowerPoint presentation and associated educational materials.
- Assistance in securing AICP credits for training sessions.
- Conducting four capacity building training sessions, including meeting facilitation, development of meeting summary, and delivery of training materials.
- Development of model plan and code language specific to incorporating missing middle housing and mixed-use development near mobility hubs.
- Development of resource summary and findings for use by future CRTPO member government representatives.

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: ***Linking Transit and Land Use at the Community Scale: Training Series and Resources***

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no) ***no***  
If yes, explain below.

N/A

The planning funds that you are applying for need to be spent from July 1, 2023 to June 30, 2024. Please describe your schedule to meet the deadline.

July 2023: Coordination with CRTPO on project audience, timing, and project advisors.

August 2023: Conduct pre-training survey, analyze results.

September 2023: Training Session 1

November 2023: Training Session 2

February 2023: Training Session 3

April 2023: Training Session 4

May/June 2023: Development of resources and summary document, project summary and final reporting.

**\*\* Timeline may be modified based on CRTPO and member government needs, standing meetings and conferences, etc.**

## APPLICATION FOR PLANNING FUNDS - *continued*

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Linking Transit and Land Use at the Community Scale: Training Series and Resources*

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

| Planning Project                                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|-----------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| Happy Valley Critical Intersection Analysis Project<br>Planning Funds<br>80% CRTPO/ 20% Local Match | \$60,000           | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                                                                 | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| Linking Transit and Land Use at the Community Scale: Training Series and Resources<br><br>Planning Funds<br>80% CRTPO /20% Local | <b>\$42,000</b>    | <b>\$33,600</b><br>(not to exceed)               | <b>\$8,400</b>                           |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

- 1.
- 2.
- 3.
- 4.

**APPLICATION FOR PLANNING FUNDS - *continued***

**ACKNOWLEDGEMENTS**

Project Name: ***Linking Transit and Land Use at the Community Scale: Training Series and Resources***

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2023, to June 30, 2024).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Centralina Regional Council*

Authorizing Official and Title: *Geraldine Gardner, Executive Director*

Authorizing Official Signature: \_\_\_\_\_

Application Date: *10/26/2022*

*End of Application for Planning Funds*

# PL Funds Interlocal Agreement Centralina

Final Audit Report

2023-06-30

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-06-30                                   |
| By:             | Geraldine Gardner (ggardner@centralina.org)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAyqjN3WN8dDSPR6WL87HCyZ_Y0_TaPS5I |

## "PL Funds Interlocal Agreement Centralina" History

-  Document created by Geraldine Gardner (ggardner@centralina.org)  
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-  Agreement completed.  
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**THE STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF MECKLENBURG**

This **AGREEMENT** is made and entered into this 1st day of July 2023 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF INDIAN TRAIL**, (the “Awardee” or “Indian Trail”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Indian Trail – Transportation Master Plan** (the “Project”).

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2022 to October 28, 2022 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Indian Trail Transportation Master Plan Integration; and

**WHEREAS**, The CRTPO Board awarded the Town of Indian Trail Transportation Master Plan project on March 15, 2023; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Indian Trail Transportation Master Plan.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects:  
[https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Indian Trail as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.



**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2023, to June 30, 2025**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Transportation Master Plan for the Town of Indian Trail (Exhibit A - Application for funds from the Town of Indian Trail).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$120,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not more than the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts more than the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

| <b>Funding Source</b>                  | <b>Total Project Cost</b> | <b>Reimbursement from CRTPO to the Town of Indian Trail (not to exceed)</b> | <b>Non-Federal Match by the Town of Indian Trail</b> |
|----------------------------------------|---------------------------|-----------------------------------------------------------------------------|------------------------------------------------------|
| <b>80% Federal<br/>20% Local Match</b> | <b>\$150,000</b>          | <b>\$120,000</b>                                                            | <b>\$30,000</b>                                      |

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Todd Huntsinger  
Director of Engineering  
PO Box 2430, Indian Trail, NC 28079  
704-821-5401  
[tdh@indiantrail.org](mailto:tdh@indiantrail.org)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

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

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans related to the project received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may

directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.



#### **10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

#### **Additional Repayment Requirements and Remedies**

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

#### **11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

#### **12 Choice of Law and Venue**

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

#### **13 Severability**

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

#### **14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

#### **14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

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



The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

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

e. Federal Changes.

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

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

*Race, Color, Religion, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

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

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

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

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

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

h. Incorporation of Federal Terms

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

i. Energy Conservation

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

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

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

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

*Signature Page Follows*

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Indian Trail Transportation Master Plan, in an amount not to exceed **\$120,000**.

**AWARDEE:**

Town of Indian Trail  
315 Matthews-Indian Trail Rd  
Indian Trail, NC 28079



By:

*Michael McLaurin*

Signature

*Michael McLaurin*

Print Name

*Town Manager*

Title

*6/14/23*

Date

*Phena Shi*

Attest Signature

*6/14/23*

Attest Date

*Melani D. Cox*

Approved as to Form

*Town Attorney 6/20/23*

Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By:

Signature

Print Name

Title

Date

Attest Signature

Attest Date

**Exhibit A – Planning Funds Application**

**PLANNING PROJECTS**

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2022**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**



## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 14, 2022 BY 5:00 PM. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors must submit a complete application package including all attachments that are due by 5:00 p.m. on October 28. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

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PLANNING PROJECT INFORMATION

Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

PLANNING PROJECTS

Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2023, with all reimbursable work completed by June 30, 2024. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2023)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
 - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
 - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
 - a bulleted list of accomplishments during the quarter
 - invoices submitted by consultants
 - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

Quarter	Quarter Duration	Quarterly Reporting and Invoicing Form Due Date
1	July 1 - September 30	October 30, 2023
2	October 1 - December 31	December 30, 2023
3	January 1 - March 31	April 30, 2024
4	April 1 - June 30	July 10, 2024

Continue to next page to start the planning funds application process.

APPLICATION FOR PLANNING FUNDS

CONTACT INFORMATION

Applicant / Lead Agency: *Town of Indian Trail*

Contact Name and Title: *Todd Huntsinger, Director of Engineering*

Contact Email and Phone Number: tdh@indiantrail.org and 704-821-5401

CRTPO Member Jurisdiction: *Indian Trail, Union County*

Secondary Applicant Name and Email (or N/A): *Adam McLamb, Director of Public Works*

Briefly describe the project management experience in managing federally funded projects:

Completed U-5987 Unionville-Sardis Intersection Improvements. Currently working on two federally funded projects (U-5731) and (U-5723).

PROJECT INFORMATION

Project Name: *Town of Indian Trail Transportation Master Plan*

Provide a summary of the project, including the location, purpose and need:

The Town of Indian Trail has experienced unpresented growth in the last decade. In response to this growth, several new development projects are coming online, and several transportation projects are planned or underway.

The Town's Bicycle and Pedestrian Plans were completed in 2009. The Town recently updated its Comprehensive Plan in 2022, which includes transportation recommendations within sub-areas and the Villages and carries forward recommendations from the bicycle and pedestrian plans. The Town is undertaking work on several plans, including an update to the Pedestrian Plan, a Downtown Master Plan, and is also involved in regional transit initiatives.

Development of a Transportation Master Plan would allow the Town to update and build upon these efforts to establish an overall vision for the Town's transportation system.

Through development of the Transportation Master Plan, the Town will address the #1 subject of concern of our citizens – transportation. We will gain valuable insight into what resident's feel are the biggest transportation issues and the most important projects in Town. It will also provide a much-needed opportunity to educate residents on complicated topics related to funding, project prioritization, and regional initiatives.

The final plan document will serve as a guide for addressing the Town's transportation needs. It will help us both understand our greatest needs now and anticipate future needs which can translate into needed CTP amendments. By creating a prioritized project list(s) for all modes of transportation projects, the Town can be more proactive in addressing these needs. The plan will guide Town Council decisions regarding transportation spending and help the Town to be competitive when applying for funding.

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION *(continued)*

Project Name: *Town of Indian Trail Transportation Master Plan*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

The Transportation Master Plan will meet all of the 2050 MTP goals.

Goal #1 – This plan will include a traffic and safety analysis i which will help the Town provide, manage, and maintain a safe, efficient, and sustainable transportation system.

Goal #2 – The plan will include an active transportation and transit analysis, including coordination with regional efforts like CONNECT Beyond, which promotes an integrated, accessible, multimodal transportation system.

Goal #3 – Any potential new projects identified as a part of the planning process will undergo a high-level environmental screening to ensure compatibility with the natural and built environment. Existing and future land use will also be considered when finalizing project corridor recommendations.

Goal #4 –The plan will include a robust public engagement process and seek input from transportation-disadvantaged and environmental justice communities. The active transportation and transit analysis will strive to connect these communities to jobs, schools, medical offices, and other essential services.

Goal #5 – We will coordinate with other regional planning initiatives, like CONNECT Beyond and the LYNX Silver Line, to ensure project recommendations are consistent with recommendations from these initiatives.

Goal #6 – The plan will include a freight analysis which identifies freight hotpots and design and safety concerns on corridors with concentrations of freight-related land uses.

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION *(continued)*

Project Name: *Town of Indian Trail Transportation Master Plan*

Provide details of anticipated deliverables and final products:

Initial DRAFT of plan shall be provided to CRTPO staff and the Town for review before finalizing product. Once approved by both agencies, a final deliverable shall be submitted (both paper and digital copies).

Anticipated deliverables include:

- Public Outreach and Community Involvement Summary*
- Existing Conditions Analysis*
- Initial Project List*
- Project Screening Results*
- Final Prioritized Project List*
- Recommendations (including typical sections, CTP amendments, funding sources)*
- Designs and Cost Estimates*
- Implementation Plan*
- Draft Plan Document*
- Final Plan Document*

The final plan will integrate all past and current mobility plans the Town has as well as the new pedestrian plan the Town will be working closely with NCDOT on in the next calendar year.

This plan will also provide needed updates to the transportation section of the Town's Comprehensive Plan that was recently updated and our Downtown Master Plan that has just begun.

The final product will also be used to share intersection data with Union County Transportation Department in coordination with their critical intersection program.

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION (*continued*)

Project Name: *Town of Indian Trail Transportation Master Plan*

Have CRTPO planning funds been previously used to fund a planning study on this project?
(yes or no) If yes, explain below.

No.

The planning funds that you are applying for need to be spent from July 1, 2023, to June 30, 2024. Please describe your schedule to meet the deadline.

This anticipated plan was discussed at a Town budget workshop in early 2022 with the goal to apply for this grant. If awarded this planning grant, this will be included in next fiscal year budget (FY23/24) which begins July 1, 2023. Anticipated Schedule would proceed as:

- 1) Draft RFQ and NCDOT submittal (March 2023)*
- 2) NCDOT approval and Advertise (April 2023)*
- 3) Selection w/ NCDOT approval (May 2023)*
- 4) Contract Approval (June 2023)*
- 5) Execute Contract (July 2023)*
- 6) Start Project (late July 2023)*
- 7) Project Completion (June 2024)*

NOTE: Schedule is dependent on NCDOT review times being at a minimum.

APPLICATION FOR PLANNING FUNDS - *continued*

PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Town of Indian Trail Transportation Master Plan*

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
Happy Valley Critical Intersection Analysis Project Planning Funds 80% CRTPO/ 20% Local Match	\$60,000	\$48,000 (not to exceed)	\$12,000

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
<i>Town of Indian Trail Transportation Master Plan</i> Planning Funds 80% CRTPO /20% Local	\$150,000	\$120,000 (not to exceed)	\$30,000

SUPPORTING DOCUMENTATION

Please email all supporting documentation to Jennifer.Stafford@charlottenc.gov. Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *Letter of Support by Town Manager*
- 2.
- 3.
- 4.

APPLICATION FOR PLANNING FUNDS - *continued*

ACKNOWLEDGEMENTS

Project Name: *Town of Indian Trail Transportation Master Plan*

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2023, to June 30, 2024).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Todd Huntsinger, Director of Engineering*

Application Date: *10/12/2022*

End of Application for Planning Funds

THE STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF MECKLENBURG

This **AGREEMENT** is made and entered into this 1st day of July 2023 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF MATTHEWS**, (the “Awardee” or “Matthews”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Matthews East John Street Pedestrian and Bicycle Study** (the “Project”).

GENERAL RECITALS

WHEREAS, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

WHEREAS, the City has been designated the Lead Planning Agency of CRTPO; and,

WHEREAS, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

WHEREAS, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

WHEREAS, the CRTPO conducted a competitive Call for Projects from August 15, 2022 to October 28, 2022 to award federal funds (the “Grant Funds”); and,

WHEREAS, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Matthews East John Street Pedestrian and Bicycle Study; and

WHEREAS, The CRTPO Board awarded the Town of Matthews East John Street Pedestrian and Bicycle Study project on March 15, 2023; and

WHEREAS, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

WHEREAS, the Parties desire to secure and utilize Grant Funds for the Town of Matthews East John Street Pedestrian and Bicycle Study.

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

AGREEMENT

1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

3 Availability of Grant Funds

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

4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects:
https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf

5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Matthews as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

6 Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2023, to June 30, 2025**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project outside of the Period of Performance.

7 Scope of Project

The scope of project is to create an East John Street Pedestrian and Bicycle Study for the Town of Matthews (Exhibit A - Application for funds from the Town of Matthews).

8 Reimbursement of the Project

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$120,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not more than the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts more than the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

Funding Source	Total Project Cost	Reimbursement from CRTPO to the Town of Matthews (not to exceed)	Non-Federal Match by the Town of Matthews
80% Federal 20% Local Match	\$150,000	\$120,000	\$30,000

9 Project Expenditures and Payments

9.1 General.

The CRTPO is utilizing available Grant Funds and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:

Temekia.Dae@charlottenc.gov, tthomson@charlottenc.gov, and
jennifer.stafford@charlottenc.gov.

- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook
Assistant Planning Director
City of Charlotte – CRTPO
600 East Fourth Street – 8th Floor
Charlotte, NC 28202
704-336-8643
rwcook@charlottenc.gov

For the Awardee:

Dana Stoogenke
Senior Transportation Planner
Town of Matthews
1600 Tank Town Road, Matthews, NC 28105
704-708-1245
dstoogenke@matthewsnc.gov

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

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

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee's policy addressing conflicts of interest that may arise involving the Awardee's management employees and the members of its board of directors or other governing body. The Awardee's policy shall address situations in which any of these individuals may

directly or indirectly benefit, except as the Awardee's employees or members of its board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

10 Termination

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

11 Civil Rights and Equal Opportunity

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

12 Choice of Law and Venue

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

13 Severability

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

14 Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

14 Federal Terms and Conditions

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- d. Program Fraud and False or Fraudulent Statements or Related Acts.
The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

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

e. Federal Changes.

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

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

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

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

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

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

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

h. Incorporation of Federal Terms

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

i. Energy Conservation

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

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

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

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

Signature Page Follows

THIS AGREEMENT, entered into as of the day and year first written above for the Town of Matthews East John Street Pedestrian and Bicycle Study, in an amount not to exceed **\$120,000**.

AWARDEE:

Town of Matthews
1600 Tank Town Road
Matthews, NC 28105

By: John F. Higdon
Signature

John F. Higdon
Print Name

Mayor
Title

6/26/2023
Date

[Signature]
Attest Signature

6/26/2023
Attest Date

Charles R. Buckley Jr
Approved as to Form

Town Attorney, 7/28/23
Title and Date

CITY OF CHARLOTTE:

600 East Fourth Street
Charlotte NC 28202

By: _____
Signature

Print Name

Title

Date

Attest Signature

Attest Date

Exhibit A – Planning Funds Application

PLANNING PROJECTS

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization
Discretionary Projects Program**

**Call for Project Submissions
Fall 2022**

**GRANT APPLICATION PACKAGE
FOR
PLANNING PROJECTS**

PLANNING PROJECTS

Submittal Guide and Grant Application Package

All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 14, 2022 BY 5:00 PM. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors **must** submit a complete application package including all attachments that are due by 5:00 p.m. on October 28. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at Jennifer.Stafford@charlottenc.gov.

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## PLANNING PROJECT INFORMATION

### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.



## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2023, with all reimbursable work completed by June 30, 2024. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2023)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
  - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - a bulleted list of accomplishments during the quarter
  - invoices submitted by consultants
  - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2023                                |
| 2       | October 1 - December 31 | December 30, 2023                               |
| 3       | January 1 - March 31    | April 30, 2024                                  |
| 4       | April 1 - June 30       | July 10, 2024                                   |

*Continue to next page to start the planning funds application process.*

## APPLICATION FOR PLANNING FUNDS

### CONTACT INFORMATION

|                                                                                           |                                               |
|-------------------------------------------------------------------------------------------|-----------------------------------------------|
| Applicant / Lead Agency:                                                                  | <i>Town of Matthews</i>                       |
| Contact Name and Title:                                                                   | <i>Dana Stoogenke</i>                         |
| Contact Email and Phone Number:                                                           | <i>dstoogenke@matthewsnc.org 980-581-6589</i> |
| CRTPO Member Jurisdiction:                                                                | <i>Town of Matthews</i>                       |
| Secondary Applicant Name and Email (or N/A):                                              | <i>Susan Habina Woolard</i>                   |
| Briefly describe the project management experience in managing federally funded projects: |                                               |

*Susan and I have years of experience with planning and construction federal grants. Including the Downtown Mobility and Parking Study.*

### PROJECT INFORMATION

Project Name: *John Street Pedestrian and Bicycle Study*

Provide a summary of the project, including the location, purpose and need:

*Downtown Matthews is a historic pedestrian-friendly center of town and John Street bisects this destination. People come on foot, bike, scooter, bus and vehicle to visit our town. Staff was directed by the Town Board to ensure all users are safely moving to and through Downtown Matthews, which was based on the Town's vision statements: "1: WELL-PLANNED, MULTIMODAL TRANSPORTATION SYSTEM-A system of improved arterial roads help divert non-local, commuter traffic away from Downtown Matthews. Street improvements accommodate cars, pedestrians, bicyclists and transit services... 2: VIBRANT, PEDESTRIAN FRIENDLY DOWNTOWN- Downtown Matthews is a true destination in the region, with a reputation for a variety of dining, entertainment and thriving local businesses. Pedestrian-friendly streetscapes create a safe and inviting environment..."*

*The John Street Pedestrian and Bicycle Plan is greatly needed for this corridor due to the lack of connectivity from I-485 and NC 51. This corridor has missing segments of sidewalk, has no wide sidepaths and lacks crosswalks and midblock crossings. There is residential and commercial development along this corridor that needs to be seamlessly integrated with appropriate multimodal amenities. Staff needs a consultant to gather needed data, provide input and gain stakeholder feedback to understand where improvements need to be made and how much each recommended improvement will cost. NCDOT will be a key partner in this process because John Street is a state road.*

*I spoke to several consultants about similar work and that is how the cost was estimated.*



**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *John Street Pedestrian and Bicycle Study*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

The John Street Pedestrian and Bicycle Study meets at least three CRTPO goals/objectives from the 2050 MTP, which are listed below. The Study will help create strategies and costs to allow town staff to improve the pedestrian and bicycle infrastructure along this corridor. Staff will be able to link new infrastructure to an existing greenway and multiple transit stops. This will be in coordination with adjacent residential, commercial and business land uses to optimize usage. The Study will provide greater multimodal options that will improve efficiency in the system. John Street has about 21,000 AADT and staff would like to try to reduce those trips by improving multimodal options.

1. Provide, manage and maintain a safe, efficient and sustainable transportation system.
2. Promote an integrated, accessible, multimodal transportation system.
3. Develop transportation plans and policies that improve the quality of life for residents, are sensitive to significant features of the natural and human environment and encourage linkages between transportation and land use.

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *John Street Pedestrian and Bicycle Study*

Provide details of anticipated deliverables and final products:

*We anticipate that the consultant will utilize the adopted recommendations from the Town's Downtown Mobility and Parking Study. The Mobility Study addresses a number of issues in the surrounding area, but did not address John Street. In addition, the Town is currently conducting a Downtown Study where the long-term cross-section of John Street will be recommended. Staff needs this proposed pedestrian study to address the following:*

*Executive Summary*

*1. Supporting Analyses: document current multimodal infrastructure on John Street, investigate accident history, coordinate with NCDOT on any model work for new crosswalks or midblock crossing on state streets and research best practices*

*2. Stakeholder Committee: communicate and incorporate Stakeholder Committee feed back into final report.*

*3. Infrastructure Recommendations:*

*Projects: Individual, stand-alone projects and systemwide improvements, show with maps, cross-sections and up to 15% design.*

*Programs: Help support changes in travel behavior, choices and demand.*

*Policies: Evaluate and recommend and changes to the Town's UDO or other documents.*

*4. Action Plan:*

*Prioritize Projects: Consider timing/phasing, need of project and cost.*

*Project bundles: For high prioritized projects, create NCDOT "ready" projects with appropriate documentation, such as modeling, 15% design, Map, Cross-section and other needed information to hand off to NCDOT staff for immediate implementation.*

**APPLICATION FOR PLANNING FUNDS - *continued***

**PROJECT INFORMATION** *(continued)*

Project Name: *John Street Pedestrian and Bicycle Study*

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no)      If yes, explain below.

*NO*

The planning funds that you are applying for need to be spent from July 1, 2023 to June 30, 2024. Please describe your schedule to meet the deadline.

*April 2023 – Write RFLOI*

*May 2023 – Governmental Stakeholders Meeting (NCDOT, CRTPO, Town of Matthews Public Works and Town of Matthews Planning Staff)*

*June 2023 – Work with NCDOT to set up the EBS portal*

*July 2023-Post (RFLOI/RFQ) for 30-day period*

*August 2023 – Select consultant/Board of Commission/CRTPO approval of contract*

*September 2023 – Kickoff*

*October-December 2023 – Public input and data gathering*

*January 2024 – Review data*

*February 2024 – Consultant work on Recommendations/Prioritization*

*March 2024 – Review Draft/ public review*

*May 2024 – Action by Board of Commissioners*



## APPLICATION FOR PLANNING FUNDS - *continued*

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *John Street Pedestrian and Bicycle Study*

Reference the example below to assist the project sponsor in completing the required charts within this section.

| Planning Project                                                           | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal Match by the town/city (20%) |
|----------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| <i>John Street Pedestrian Study</i> Planning Funds<br>80% CRTPO /20% Local | \$150,000          | \$120,000<br>(not to exceed)                     | \$30,000                                 |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *Support letter for match*
- 2.
- 3.
- 4.

**APPLICATION FOR PLANNING FUNDS - *continued***

**ACKNOWLEDGEMENTS**

Project Name; John Street Pedestrian and Bicycle Study

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2023, to June 30, 2024).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: *Dana Stoogenke*

Application Date: *10-18-2022*

*End of Application for Planning Funds*



**THE STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT**

This **AGREEMENT** is made and entered into this 1st day of July, 2023 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF MOORESVILLE**, (the “Awardee” or “Mooresville”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Mooresville Mobility Plan**.

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2022 to October 28, 2022 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Mooresville Mobility Plan; and

**WHEREAS**, The CRTPO Board awarded the Town of Mooresville Mobility Plan on March 15, 2023; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Mooresville Mobility Plan.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

**THE STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF MECKLENBURG**

This **AGREEMENT** is made and entered into this 1st day of July 2023 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF STALLINGS**, (the “Awardee” or “Stallings”) (collectively, the “Parties”) for the use of Planning Funds for the **Town of Stallings Silver Line Plan Integration** (the “Project”).

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 15, 2022 to October 28, 2022 to award federal funds (the “Grant Funds”); and,

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for the Town of Stallings Silver Line Plan Integration; and

**WHEREAS**, The CRTPO Board selected the Silver Line Plan Integration Project and awarded the Town of Stallings Grant Funds on March 15, 2023; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Town of Stallings Silver Line Plan Integration.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects:  
[https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Stallings as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2023, to June 30, 2025**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Silver Line Plan Integration for the Town of Stallings (Exhibit A - Application for funds from the Town of Stallings).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$100,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not more than the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts more than the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

| <b>Funding Source</b>                  | <b>Total Project Cost</b> | <b>Reimbursement from CRTPO to the Town of Stallings (not to exceed)</b> | <b>Non-Federal Match by the Town of Stallings</b> |
|----------------------------------------|---------------------------|--------------------------------------------------------------------------|---------------------------------------------------|
| <b>80% Federal<br/>20% Local Match</b> | <b>\$125,000</b>          | <b>\$100,000</b>                                                         | <b>\$25,000</b>                                   |

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Max Hsiang  
Planning Director  
Town of Stallings  
315 Stallings Road, Stallings, NC 28104  
704-821-0315  
[mhsiang@stallingsnc.org](mailto:mhsiang@stallingsnc.org)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.



9.5 Final Allowability Determination.

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

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.



9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

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

conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

**9.11 Assignment**

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

**9.12 Hold Harmless**

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

**9.13 Real Property, Equipment, and Supplies.**

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

**10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

**Additional Repayment Requirements and Remedies**

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

**12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina.

**13 Severability**

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

**14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

**14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.

b. Federal State Management Plan.

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

c. No Federal Government Obligations to Third Parties.

The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

d. Program Fraud and False or Fraudulent Statements or Related Acts.

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

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

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

e. Federal Changes.

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

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

*Race, Color, Religion, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

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



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

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

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

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

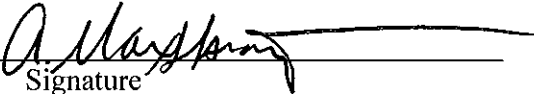
h. Incorporation of Federal Terms

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

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Stallings Silver Line Plan Integration, in an amount not to exceed **\$100,000**.

**AWARDEE:**

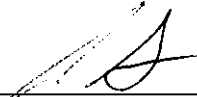
Town of Stallings  
315 Stallings Road  
Stallings, NC 28104

By:   
Signature


A. Max Hsiang  
Print Name

Planning Director  
Title

7/12/2023  
Date

  
Attest Signature

7/12/23  
Attest Date

  
Approved as to Form

Town Manager 7/12/23  
Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Attest Date



i. Energy Conservation

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

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

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

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

*Signature Page Follows*

**Exhibit A – Planning Funds Application**



## AGREEMENT

### 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

### 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

### 3 Availability of Grant Funds

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

### 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

### 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Mooresville as the Awardee of the Grant Funds. With the exception of the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2023, to June 30, 2025**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project that is outside of the Period of Performance.

**7 Scope of Project**

The scope of project is to create a Mobility Plan for the Town of Mooresville (Exhibit A - Application for funds from the Town of Mooresville).

**8 Reimbursement of the Project**

Grant Funds for the Project is detailed in the following table. The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$160,000**. The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not in excess of the identified amounts for eligible administrative, operating, and capital expenses.

The Awardee hereby agrees that it will provide the percentages of the actual net cost of the Project, and any amounts in excess of the CRTPO's maximum contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Awardee which have the effect of reducing the actual cost.

| <b>Funding Source</b>                  | <b>Total Project Cost</b> | <b>Reimbursement from CRTPO to the Town of Mooresville (not to exceed)</b> | <b>Non-Federal Match by the Town of Mooresville</b> |
|----------------------------------------|---------------------------|----------------------------------------------------------------------------|-----------------------------------------------------|
| <b>80% Federal<br/>20% Local Match</b> | <b>\$200,000</b>          | <b>\$160,000</b>                                                           | <b>\$40,000</b>                                     |

**9 Project Expenditures and Payments**

**9.1 General.**

The CRTPO is utilizing available Grant Funds, and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:  
  
[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Erika Martin  
Assistant Planning & Community Development Director  
Town of Mooresville  
413 N. Main Street Mooresville, NC 28115  
704-799-4221  
[emartin@mooresvillenc.gov](mailto:emartin@mooresvillenc.gov)

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent, they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary in order to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.



9.5 Final Allowability Determination.

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

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.

- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

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

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

**10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

10.1 Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

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

## **12 Choice of Law and Venue**

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

## **13 Severability**

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

## **14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

### **14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

d. C Program Fraud and False or Fraudulent Statements or Related Acts.

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

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

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

e. D Federal Changes.

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

f. E Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

*h. Race, Color, Religion, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment

opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

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

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

k. *F Disadvantaged Business Enterprises.*

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees,



including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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

l. G Incorporation of Federal Terms

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

m. H Energy Conservation

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

n. I Debarment Suspension, Ineligibility and Voluntary Exclusion.

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

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

**THIS AGREEMENT**, entered into as of the day and year first written above for the Town of Mooresville Mobility Plan, in an amount not to exceed **\$160,000**.

**AWARDEE:**

Town of Mooresville  
413 N. Main Street  
Mooresville, NC 28115

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Attest Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Date

**Exhibit A – Planning Funds Application**



# **Charlotte Regional Transportation Planning Organization Discretionary Projects Program**

## **Call for Project Submissions Fall 2022**

### **PLANNING PROJECTS**

## **Submittal Guide and Grant Application Package**

**PRE-SUBMITTAL DEADLINE: OCTOBER 14, 2022 at 5 PM**

**Application deadline: October 28, 2022 at 5 PM**

*Issued August 15, 2022*

#### **CRTPO Staff Contacts:**

Jennifer Stafford   [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov)   704-336-3369   Application Questions

*The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes they have been discriminated against should contact CRTPO at 704-336-4979.*





Call for Projects for Fall 2022  
Submittal Guide and Grant Application Package

**REQUEST FOR PROJECTS**  
**CRTPO 2022 FALL CALL FOR PROJECTS**

August 15, 2022

Dear CRTPO Member,

The Charlotte Regional Transportation Planning Organization (CRTPO) is pleased to accept requests for discretionary funding for your projects. The requirements for applying are stated in the attached Submittal Guide and Grant Application Package. Please review them carefully.

This year there are two new **MANDATORY** requirements:

1. You must submit a pre-submittal form (next page) acknowledging receipt of the application and that you intend to submit a completed application. Please use one form per project submittal. This due date is **OCTOBER 14, 2022, BY 5 PM.**
2. You must have one formal meeting with CRTPO staff to review both the project(s) and estimate(s) before **OCTOBER 14, 2022, BY 5 PM.** We prefer this meeting takes place in August or September and after your estimate is complete. Meeting times will be available upon request. You may coordinate the meeting or CRTPO will assist you.

All applications are due to CRTPO no later than **October 28, at 5 PM.** You may submit your application electronically following the attached directions.

Application or submittal questions should be directed to Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov) or 704-336-3369.

Thank you for your interest in discretionary funds from CRTPO!

We wish you successful projects!



## Call for Projects for Fall 2022 REQUIRED: PRE-SUBMITTAL FORM

Please complete this Form to acknowledge that you will be applying for discretionary (grant) funds through the Discretionary Project Program – Call for Projects Fall 2022.

Please submit the completed Form to Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov) on or before **October 14, 2022, BY 5 PM**. Your mandatory pre-submittal meeting is also due before October 14, 2022. Pre-submittal meeting requirements follows this Form. When emailing this Form, please request a read receipt.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant (Town/City): <i>Mooresville NC</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Contact Name and Title: <i>Will Washam, Transportation Planner</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Contact Email: <i>wwasham@moorestvillenc.gov</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Project Name: <i>Mooresville Mobility Plan (CTP Update)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Mode Category: <i>Planning Project (i.e. feasibility study)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Improvement Type: <i>Other</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Mandatory Pre-submittal Meeting Date (complete or scheduled): <i>9/22/22</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Shortfall Projects – STIP/TIP Number: <i>N/A</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Project Limits (please be as exact as you can, especially for highway projects):<br><i>The Mooresville Mobility Plan will cover the entire planning boundary for the town of Mooresville. The purpose of this plan is to refresh our locally adopted CTP with ROW cross sections which incorporate the town's latest Comp plan and Transportation planning efforts. The plan will also seek to identify new thoroughfare or collector connections which the town can reserve through future development for a connected transportation system. Elements of this plan will be used to propose updates to the CRTPO CTP in Mooresville's jurisdiction.</i> |



Call for Projects for Fall 2022  
Submittal Guide and Grant Application Package

**PLANNING PROJECTS**  
**Pre-Submittal Meeting Requirements**

Please review the following list of requirements needed at your pre-submittal meeting. You may discuss more than one project application during your meeting.

Meetings will be held remotely. Please request a minimum of 1 hour for the first project and 30 minutes for each additional project. Please use one Pre-Submittal Form per application.

Please prepare to discuss the following information. Be prepared to share your screen to discuss your documents.

1. Project Scope and Limits: Verbally tell us about your project. (Suggested time 5 minutes)
  - a. The Mooresville Mobility Plan will cover the entire planning boundary for the town of Mooresville. The purpose of this plan is to refresh our locally adopted CTP with ROW cross sections which incorporate the town's latest Comp plan and Transportation planning efforts. The plan will also seek to identify new thoroughfare or collector connections which the town can reserve through future development for a connected transportation system. Elements of this plan will be used to propose updates to the CRTPO CTP in Mooresville's jurisdiction as well as produce updated transportation exhibits which are referenced in our town unified development ordinance.
2. Project Problem Statement: Verbally describe the problem and the solution that your proposed project offers the jurisdiction and the CRTPO planning area. (3 minutes)
  - a. Mooresville's existing locally adopted CTP is from 2012 with various updates between then and now. After the adoption of the ONE Mooresville comprehensive plan in 2019, the UDO in 2022, and the Pedal Mooresville Bicycle Plan in late 2022, there is a need to fully update our local CTP through this mobility plan.
3. Project Schedule: Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2022 with all reimbursable work completed by June 30, 2023. Please tell us how you will meet the one-year timeframe. (15 minutes)
  - a. Begin project in July 2023 and complete by July 2024
4. Project Challenges: Discuss challenges. For example, are you new to the federal process (this is ok, but it is helpful to know so that CRTPO and NCDOT can help support you)? (5 minutes)
  - a. The character of the town and the needs of our existing streets has changed and is continuing to change at a dramatic rate. This is due to development and STIP project delivery. This project needs to reevaluate our transportation system needs for the next 10 years.
5. Project Budget: Please tell how you are estimating your project. (10 minutes)
  - a. \$200,000; \$160,000 DA ask, \$40,000 local match
6. Additional Information: Any extra information that you would like CRTPO to know! (5 minutes)





Call for Projects for Fall 2022  
Submittal Guide and Grant Application Package

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## Call for Projects for Fall 2022 Submittal Guide and Grant Application Package

### 1. Overview

The Charlotte Regional Transportation Planning Organization (“CRTPO”) is the federally designated Metropolitan Planning Organization (MPO) for the Charlotte urbanized area.

CRTPO is responsible for long-range transportation planning in the region and ensures Federal Highway Administration (FHWA) transportation funds are allocated and spent properly. CRTPO also works with the North Carolina Department of Transportation (NCDOT). NCDOT passes through federal and/or state funds to local government agencies (LGAs) in order to implement a project, program, or study.

The objective of CRTPO’s transportation planning efforts is to create a more comprehensive and efficient transportation system that will improve both quality of life and economic outcomes for our residents. Our plans address all modes of transportation, including vehicles, transit, bicycles, and pedestrians.

CRTPO receives direct attributable funds, also known as discretionary funds or grants, to be allocated to member jurisdictions for specific projects on a competitive basis. Project selection is guided by CRTPO Board-approved Discretionary Funds Policy Guide ([Discretionary Funds Policy Guide](#)). The Guide prioritizes projects in the region that will utilize federal funds. Selected projects will be added to CRTPO’s Metropolitan Transportation Program (MTP) and adopted into the Transportation Improvement Program (TIP).

#### 1.1 CRTPO Member Notice

CRTPO is now accepting applications for federal discretionary funds (grant funds) on eligible projects. The annual fall call consists of the following opportunities for member jurisdictions within CRTPO planning area:

1. Call for new discretionary funded capital projects (roadway, bike/ped, and transit)
2. Call for supplementary funds on existing eligible projects
3. Call for new planning projects

#### 1.2 Funding Overview

The following information summarizes funding transportation projects in CRTPO planning area.

All CRTPO controlled funds, i.e., federal direct attributable (DA aka STBG-DA), transportation alternatives program (TA aka TAP), congestion mitigation air quality (CMAQ), and state bonus allocation funds (BA) are subject to the Discretionary Funds Policy Guide, which allocates funds based on data-driven scoring.

Allocation of funding is determined by the [Discretionary Funds Policy Guide](#) (revised August 19, 2020), which includes recommended funding targets.



## Call for Projects for Fall 2022 Submittal Guide and Grant Application Package

CRTPO principles and targets are as follows:

1. Projects must be eligible for federal funds
2. The jurisdiction or agency must have an annual schedule for proposing, scoring, and funding projects
3. Project scoring is consistent with the requirements of various funding sources
4. The process addresses project funding shortfalls
5. The process is iterative
6. The policy is transparent and easily understood by stakeholders

Recommended discretionary funding targets:

- \$500,000 or less for Planning Projects
- 20% Bicycle, Pedestrian and Transit Projects
- 80% Roadway Projects

## 2 Call for Projects Information and Instructions

### 2.1 Call for Projects Overview

In Federal Fiscal Years (FFY) (beginning on October 1), CRTPO will begin offering one annual call for new projects and shortfalls, this year from August 15 to October 28, in which all available discretionary funds will be considered for programming.

Applicants will submit **one** application per project, and CRTPO staff will evaluate the project's eligibility and suitability for the most appropriate funding source. Although applicants will not be asked to identify which funding source they are applying for, there are optional questions specific to project type, in addition to the core questions that must be answered for all projects.

All questions and completed grant application documents shall be submitted to:

Jennifer Stafford, RLA, CPCM  
Charlotte Regional Transportation Planning Organization  
[Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov) (call for questions 704-336-3369)

### 2.2 Fall 2022 Call for Projects Schedule

| Action                                                                                   | Deadline                      |
|------------------------------------------------------------------------------------------|-------------------------------|
| • Application Issuance and Announcement                                                  | August 15, 2022               |
| • <b>Mandatory CRTPO and Applicant Meeting</b>                                           | <b>OCTOBER 14, 2022, 5 PM</b> |
| • <b>Mandatory Pre-submittal Form Due</b>                                                | <b>OCTOBER 14, 2022, 5 PM</b> |
| • Application Deadline                                                                   | October 28, 2022, 5 PM        |
| • CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board | January 2023                  |
| • CRTPO Board to Review Projects and Award (if possible)                                 | February 2023                 |
| • CRTPO Award Notification to Applicants                                                 | March 2023                    |



## Call for Projects for Fall 2022 Submittal Guide and Grant Application Package

### 2.3 Application Packages

CRTPO has five applications available, based on project type. All applications have the same schedule as described above. Please use one application per project.

- Bicycle and Pedestrian Projects
- Roadway Projects
- Transit / Public Transportation
- Planning Projects (i.e., feasibility studies not planning for capital projects)
- Supplemental funding for existing CRTPO-funded projects

Please note that submission of an application does not guarantee an award of funds.

### 3 Application Evaluation

After CRTPO staff evaluates the applications, projects meeting federal eligibility requirements will be presented to the CRTPO Project Oversight Committee (POC). The POC will develop a recommended list of projects to the TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board may then vote to approve discretionary funds for the project and approve the amendment to the CRTPO's Transportation Improvement Program (TIP) or the Unified Planning Work Program (UPWP) to add the necessary funding. The list of approved projects will be published and submitted to NCDOT and FHWA for funding.

### 4 Local Government Agency (LGA) / Awardee

An Awardee can be a Municipality, County, or State Agency, who proposes to construct a transportation project or carry out a transportation program. The Awardee must be a full-time employee of a CRTPO member jurisdiction. Non-profit groups may also act as the initiator of a project, although NCDOT prefers to coordinate through a Local Government Agency. CRTPO's role is to recommend projects for the award of state and federal funds, also known as discretionary funds or sometimes simply as "grants" to the Awardee.

#### 4.1 Capital Projects (highway, transit, bicycle, pedestrian facilities)

The Awardee is responsible for carrying out the design and construction of the project. NCDOT's role is to advise, approve and oversee the proper expenditure of funds by an LGA on an eligible project or program. FHWA holds NCDOT accountable to ensure that Federal funds are expended appropriately. The State Auditor's Office holds NCDOT accountable for the responsible expenditure of state funds.

The NCDOT has provided LGAs and Awardees with a handbook on implementing capital projects. The handbook is designed to be a resource for administering projects with federal funds. NCDOT will also create a municipal agreement (MA) for each project.

The handbook follows the same organization as the MA but provides procedural detail. The handbook may be found at:

<https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>

There are ongoing reporting responsibilities. The Awardee will be required to comply with various



Call for Projects for Fall 2022  
Submittal Guide and Grant Application Package

state and federal requirements and certifications. For additional information, please refer to <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>

#### **4.2 Planning Projects.**

FHWA and NCDOT allocate planning (PL) funds to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA and dependent upon MPO population.

It should be noted that CRTPO chooses to sub-allocate PL funds to member jurisdictions to allow opportunities for transportation planning activities. However, CRTPO's primary duty is to ensure sufficient funds are available to carry out mandated tasks. The CRTPO is not obligated to provide PL funds for local projects.

There are ongoing reporting responsibilities for using PL funds. The Awardee will be required to comply with various state and federal requirements and certifications.

**The application begins on the next page.**

**PLANNING PROJECTS**

Submittal Guide and Grant Application Package



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2022**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**

## PLANNING PROJECTS

### Submittal Guide and Grant Application Package

**All project sponsors are required to attend a remote meeting with CRTPO staff prior to October 14, 2022 BY 5:00 PM. This is a mandatory pre-submittal meeting to review application requirements, estimates and answer questions. Your application will not be accepted without your attendance at this meeting.**

All project sponsors **must** submit a complete application package including all attachments that are due by 5:00 p.m. on October 28. The project sponsor must be a full-time employee of a CRTPO member jurisdiction.

Please complete the following application. **Remember to submit the entire guide and application.**

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

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PLANNING PROJECT INFORMATION

Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the said project. The applicants (if awarded) shall be responsible for all federal and state reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

The FHWA and NCDOT allocate Planning funds (PL) to MPOs in North Carolina each year based on a formula approved by NCDOT and FHWA with amounts based on MPO population.

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables.
- CRTPO staff participation is required on any technical team developed to guide the project
- Engineering, design, and construction projects are not eligible for these funds

Projects using PL funds are reimbursable at a fixed 80 percent rate for the amount requested for the transportation planning activities local match of 20 percent for that respective amount. For example, if a jurisdiction wants to move forward with a project for which the PL-funded transportation planning component will cost \$60,000, it must provide \$12,000 (or 20 percent) of that total budget cost. The federal reimbursable PL funds would cover the remaining \$48,000.

PLANNING PROJECTS

Submittal Guide and Grant Application Package

Planning funds must be expended within one fiscal year. Projects awarded with planning funds will start July 1, 2023, with all reimbursable work completed by June 30, 2024. Any work that is performed prior to that date is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2023)
9. Quarterly progress reports must be submitted that briefly describes the progress made on the project. Progress reports must include:
 - a rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
 - total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
 - a bulleted list of accomplishments during the quarter
 - invoices submitted by consultants
 - proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

Quarter	Quarter Duration	Quarterly Reporting and Invoicing Form Due Date
1	July 1 - September 30	October 30, 2023
2	October 1 - December 31	December 30, 2023
3	January 1 - March 31	April 30, 2024
4	April 1 - June 30	July 10, 2024

Continue to next page to start the planning funds application process.

APPLICATION FOR PLANNING FUNDS

CONTACT INFORMATION

Applicant / Lead Agency: Town of Mooresville, NC

Contact Name and Title: Will Washam, Transportation Planner

Contact Email and Phone Number: wwasham@moorevillenc.gov

CRTPO Member Jurisdiction: Mooresville

Secondary Applicant Name and Email (or N/A): N/A

Briefly describe the project management experience in managing federally funded projects:

Town of Mooresville Staff has successfully executed multiple planning projects using federal funds in the past 5 years. Projects including the Mooresville Downtown Transportation Study and the Mooresville Transportation Unit Feasibility Study

PROJECT INFORMATION

Project Name: Mooresville Mobility Plan

Provide a summary of the project, including the location, purpose and need:

The Mooresville Mobility Plan will cover the entire planning boundary for the town of Mooresville. The purpose of this plan is to refresh our locally adopted CTP with ROW cross sections which incorporate the town's latest Comprehensive plan (One Mooresville) and other Transportation planning efforts. The plan will also seek to identify new thoroughfare or collector connections which the town can reserve through future development for a connected transportation system. Elements of this plan will be used to propose updates to the CRTPO CTP in Mooresville's jurisdiction as well as produce updated transportation exhibits which are referenced in our town unified development ordinance.

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION *(continued)*

Project Name: Mooresville Mobility Plan

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

The Mooresville Mobility plan will meet multiple goals from the 2050 MTP. Particularly goal 3 to “develop transportation plans and policies that encourage linkages between transportation and land use”. The Town of Mooresville continues to experience rapid growth in residential, employment, and commercial development. Updating the town’s local CTP through the Mooresville Mobility Plan will ensure Mooresville is requiring the appropriate transportation elements through our UDO both on existing streets, and by providing new connections in our transportation network as currently vacant and former agricultural land is developed. All relevant updates resulting from this planning effort will be included in a CRTPO CTP update for streets on the CRTPO CTP in Mooresville’s jurisdiction.

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION *(continued)*

Project Name: Mooresville Mobility Plan

Provide details of anticipated deliverables and final products:

Anticipated deliverables include:

- Planning document which coalesces goals and transportation corridor recommendations from the One Mooresville Comprehensive Plan, the Pedal Mooresville Bicycle Plan and other existing town transportation planning documents*
- Maps, GIS files and tables that establish future ROW needs on all major corridors in Mooresville (NCDOT and Town maintained streets) to achieve the communities transportation goals and needs*
- Maps, GIS files, and tables that identify new street connections which should be pursued by the Town at the local level, and/or added to the CRTPO CTP at the regional level*
- Proposed amendments to the CRTPO CTP as needed to update street segment CTP status and information*

APPLICATION FOR PLANNING FUNDS - *continued*

PROJECT INFORMATION (*continued*)

Project Name: Mooresville Mobility Plan

Have CRTPO planning funds been previously used to fund a planning study on this project?
(yes or no) ☒ No If yes, explain below.

The planning funds that you are applying for need to be spent from July 1, 2023 to June 30, 2024. Please describe your schedule to meet the deadline.

To meet the deadlines above, the town will begin developing the necessary advertisement for professional services and municipal agreements as soon as the award is announced. A consultant would be under contract as close to July 1 as possible with the project kicking off in July of 2023.

APPLICATION FOR PLANNING FUNDS - *continued*

PLANNING PROJECT FUNDING PROPOSAL

Project Name: Mooresville Mobility Plan

Reference the example below to assist the project sponsor in completing the required charts within this section.

Example:

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
Happy Valley Critical Intersection Analysis Project Planning Funds 80% CRTPO/ 20% Local Match	\$60,000	\$48,000 (not to exceed)	\$12,000

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal Match by the town/city (20%)
Mooresville Mobility Plan Planning Funds 80% CRTPO/20% Local	\$200,000	\$160,000 (not to exceed)	\$40,000

SUPPORTING DOCUMENTATION

Please email all supporting documentation to Jennifer.Stafford@charlottenc.gov. Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *Letter of local match commitment by Mooresville Town Board and Town Manager*
- 2.
- 3.
- 4.

APPLICATION FOR PLANNING FUNDS - *continued*

ACKNOWLEDGEMENTS

Project Name: Mooresville Mobility Plan

- ☒ Acknowledgement of availability of local match at the start of this project
- ☒ Acknowledgement to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- ☒ Acknowledgement that your staff has availability to complete this project within one year (July 1, 2023, to June 30, 2024).
- ☒ Acknowledgement that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- ☒ Acknowledgement of the requirement to submit reporting forms to CRTPO.
- ☒ Acknowledgement that you have authority to submit this application on behalf of your town/city.

Applicant Name: Will Washam

Application Date: 10/26/2022

End of Application for Planning Funds

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

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

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

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 16, 2023 at 9am the surplus property described on (Exhibit A), located at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b). This matter will be advertised in advance on 8/29/2023, to comply with the notification requirements and assuming Council approval of the matter. If the matter is not approved, no City surplus property will be sold.

Adopted on this 11th day of September, 2023

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 602-609.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes, Deputy City Clerk

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	METER READING	METER TYPE	Notes
400	2008	Gilling	Low Floor	Low Floor Suburban 1 Door	627,048	MILEAGE	
401	2009	Gilling	Low Floor	Low Floor Suburban 1 Door	640,687	MILEAGE	
402	2009	Gilling	Low Floor	Low Floor Suburban 1 Door	620,336	MILEAGE	
404	2009	Gilling	Low Floor	Low Floor Suburban 1 Door	541,050	MILEAGE	
405	2009	Gilling	Low Floor	Low Floor Suburban 1 Door	634,909	MILEAGE	
406	2009	Gilling	Low Floor	Low Floor Suburban 1 Door	609,706	MILEAGE	
407	2009	Gilling	Low Floor	Low Floor Local 2 Door	617,508	MILEAGE	
410	2009	Gilling	Low Floor	Low Floor Local 2 Door	602,108	MILEAGE	
959	2004	Gilling	Low Floor	Low Floor Local 2 Door	939,458	MILEAGE	
960	2004	Gilling	Low Floor	Low Floor Local 2 Door	924,893	MILEAGE	
962	2007	Gilling	Low Floor	Low Floor Local 2 Door	818,428	MILEAGE	
964	2007	Gilling	Low Floor	Low Floor Local 2 Door	813,290	MILEAGE	
965	2007	Gilling	Low Floor	Low Floor Local 2 Door	786,414	MILEAGE	
2501	2005	Gilling	Low Floor	Low Floor Hybrid 2 Door	725,301	MILEAGE	
2502	2005	Gilling	Low Floor	Low Floor Hybrid 2 Door	708,253	MILEAGE	
ACB214	2015	CHEVROLET	G-2500	CARGO VAN	155,474	MILEAGE	**
BMB089	2008	CHEVROLET	G-2500	CARGO VAN	134,442	MILEAGE	**
CTA018	2002	FORD	TAURUS SW	MID SIZE STATION WAGON	102,379	MILEAGE	**
CTA107	2007	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	238,848	MILEAGE	
CTA120	2005	DODGE	DURANGO	MID SIZE SUV	114,720	MILEAGE	**
CTA136	2012	CHEVROLET	IMPALA	MID SIZE SEDAN	137,760	MILEAGE	
CTB300	2011	FORD	E-350	VAN	80,484	MILEAGE	**
F74224L84	2003	SMEAL	105	FIRE LADDER BODY	469	HOURL	**
F78906	2009	SPARTAN	PLACEHOLDER	FIRE PUMPER TRUCK	181,088	MILEAGE	**
F78906	2009	SPARTAN	RESERVE ENGINE 85	FIRE PUMPER TRUCK		MILEAGE	no odom.
FDA223	2012	CHEVROLET	TAHOE	FULL SIZE SUV	171,597	MILEAGE	**
LMU467	2004	FORD	F-150 EXT	PICKUP TRUCK	89,022	MILEAGE	
LMZ073	2012	VERMEER	BC1000XL	WOOD CHIPPER	2,652	HOURL	
MPA100	2012	NISSAN	LEAF	SMALL SEDAN ELECTRIC PLUG-IN	28,964	MILEAGE	
MPA103	2012	NISSAN	LEAF	SMALL SEDAN ELECTRIC PLUG-IN	28,395	MILEAGE	**
PDA012	2018	FORD	EXPLORER INTR	MID SIZE SUV	117,730	MILEAGE	**
PDA016	2015	FORD	EXPLORER INTR	MID SIZE SUV	147,601	MILEAGE	**
PDA034	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	84,233	MILEAGE	**
PDA038	2019	FORD	EXPLORER INTR	FULL SIZE SUV	20,361	MILEAGE	** wrecked
PDA055	2015	FORD	EXPLORER INTR	MID SIZE SUV	151,954	MILEAGE	**
PDA059	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	108,304	MILEAGE	**
PDA072	2017	FORD	EXPLORER INTR	MID SIZE SUV	105,760	MILEAGE	
PDA080	2015	FORD	EXPLORER INTR	MID SIZE SUV	119,652	MILEAGE	
PDA081	2017	FORD	EXPLORER INTR	MID SIZE SUV	59,176	MILEAGE	**
PDA094	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	152,310	MILEAGE	**
PDA1017	2019	FORD	EXPLORER INTR	FULL SIZE SUV	35,299	MILEAGE	** wrecked
PDA1031	2019	FORD	EXPLORER INTR	FULL SIZE SUV	44,153	MILEAGE	** wrecked
PDA1056	2020	FORD	EXPLORER INTR	MID SIZE SUV	15,737	MILEAGE	** wrecked

PDA1074	2020	FORD	EXPLORER INTR	MID SIZE SUV		26,370	MILEAGE	** wrecked
PDA1101	2020	FORD	EXPLORER INTR	MID SIZE SUV		22,541	MILEAGE	** wrecked
PDA1106	2020	FORD	EXPLORER INTR	MID SIZE SUV		37,154	MILEAGE	** wrecked
PDA1114	2020	FORD	EXPLORER INTR	MID SIZE SUV		30,720	MILEAGE	** wrecked
PDA1121	2020	FORD	EXPLORER INTR	MID SIZE SUV		16,053	MILEAGE	** wrecked
PDA1149	2020	FORD	EXPLORER INTR	MID SIZE SUV		63,477	MILEAGE	** wrecked
PDA1152	2020	FORD	EXPLORER INTR	MID SIZE SUV		21,730	MILEAGE	wrecked
PDA1156	2020	FORD	EXPLORER INTR	MID SIZE SUV		73,696	MILEAGE	** wrecked
PDA1167	2021	FORD	EXPLORER INTR	MID SIZE SUV		29,649	MILEAGE	** wrecked
PDA117	2017	FORD	EXPLORER INTR	MID SIZE SUV		123,731	MILEAGE	**
PDA1170	2021	FORD	EXPLORER INTR	MID SIZE SUV		12,822	MILEAGE	** wrecked
PDA1178	2021	FORD	EXPLORER INTR	MID SIZE SUV		34,168	MILEAGE	** wrecked
PDA1194	2021	FORD	EXPLORER INTR	MID SIZE SUV		31,859	MILEAGE	** wrecked
PDA1197	2021	FORD	EXPLORER INTR	MID SIZE SUV		12,970	MILEAGE	** wrecked
PDA1213	2021	FORD	EXPLORER INTR	MID SIZE SUV		33,204	MILEAGE	** wrecked
PDA1231	2021	FORD	EXPLORER INTR	MID SIZE SUV		25,777	MILEAGE	** wrecked
PDA1262	2021	FORD	EXPLORER INTR	MID SIZE SUV		26,732	MILEAGE	** wrecked
PDA160	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN		122,988	MILEAGE	
PDA167	2018	FORD	EXPLORER INTR	MID SIZE SUV		123,089	MILEAGE	
PDA190	2017	FORD	EXPLORER INTR	MID SIZE SUV		132,662	MILEAGE	**
PDA192	2017	FORD	EXPLORER INTR	MID SIZE SUV		84,623	MILEAGE	
PDA207	2018	FORD	EXPLORER INTR	MID SIZE SUV		113,693	MILEAGE	**
PDA208	2019	FORD	EXPLORER INTR	MID SIZE SUV		66,094	MILEAGE	**
PDA242	2018	FORD	EXPLORER INTR	MID SIZE SUV		135,742	MILEAGE	
PDA250	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN		112,618	MILEAGE	**
PDA292	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN		12,252	MILEAGE	** odom chgd
PDA293	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN		103,270	MILEAGE	
PDA309	2022	FORD	EXPLORER INTR	MID SIZE SUV		5,115	MILEAGE	** wrecked
PDA318	2018	FORD	EXPLORER INTR	MID SIZE SUV		95,997	MILEAGE	**
PDA327	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN		98,591	MILEAGE	**
PDA357	2017	FORD	EXPLORER INTR	MID SIZE SUV		100,477	MILEAGE	
PDA362	2019	FORD	EXPLORER INTR	MID SIZE SUV		102,786	MILEAGE	**
PDA362	2019	FORD	EXPLORER INTR	MID SIZE SUV		102,785	MILEAGE	
PDA375	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN		87,700	MILEAGE	**
PDA375	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN		87,700	MILEAGE	
PDA421	2017	FORD	EXPLORER INTR	MID SIZE SUV		89,231	MILEAGE	**
PDA439	2017	FORD	EXPLORER INTR	MID SIZE SUV		94,254	MILEAGE	
PDA441	2017	FORD	EXPLORER INTR	MID SIZE SUV		143,312	MILEAGE	
PDA443	2019	FORD	EXPLORER INTR	MID SIZE SUV		94,742	MILEAGE	**
PDA480	2015	FORD	EXPLORER INTR	MID SIZE SUV		70,721	MILEAGE	**
PDA484	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN		90,307	MILEAGE	
PDA489	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN		73,647	MILEAGE	
PDA534	2009	CHEVROLET	MALIBU	MID SIZE SEDAN		126,697	MILEAGE	**
PDA537	2013	CHEVROLET	IMPALA	MID SIZE SEDAN		120,539	MILEAGE	**
PDA5453	2013	CHEVROLET	IMPALA	MID SIZE SEDAN		164,378	MILEAGE	**

PDA5499	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	125,902	MILEAGE	**
PDA5502	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	113,163	MILEAGE	**
PDA5521	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	128,826	MILEAGE	**
PDA5559	2015	CHEVROLET	IMPALA	MID SIZE SEDAN	109,812	MILEAGE	**
PDA5605	2016	FORD	EXPLORER INTR	MID SIZE SUV	155,950	MILEAGE	**
PDA5616	2016	CHEVROLET	IMPALA	MID SIZE SEDAN	182,105	MILEAGE	**
PDA5618	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	132,095	MILEAGE	**
PDA5618	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	132,095	MILEAGE	**
PDA5633	2017	FORD	EXPLORER INTR	MID SIZE SUV	83,410	MILEAGE	**
PDA5675	2017	FORD	EXPLORER INTR	MID SIZE SUV	86,252	MILEAGE	**
PDA5727	2017	FORD	EXPLORER INTR	MID SIZE SUV	127,223	MILEAGE	**
PDA5753	2018	FORD	EXPLORER INTR	MID SIZE SUV	89,974	MILEAGE	**
PDA5756	2018	FORD	EXPLORER INTR	MID SIZE SUV	86,223	MILEAGE	**
PDA5770	2018	CHEVROLET	EQUINOX	MID SIZE SUV	87,760	MILEAGE	**
PDA5787	2018	CHEVROLET	EQUINOX	MID SIZE SUV	52,395	MILEAGE	**
PDA5816	2018	FORD	EXPLORER INTR	MID SIZE SUV	62,554	MILEAGE	**
PDA583	2017	FORD	EXPLORER INTR	MID SIZE SUV	77,208	MILEAGE	**
PDA5834	2018	FORD	EXPLORER INTR	MID SIZE SUV	15,810	MILEAGE	** wrecked
PDA5850	2019	CHEVROLET	EQUINOX	MID SIZE SUV	36,577	MILEAGE	** wrecked
PDA586	2019	FORD	EXPLORER INTR	MID SIZE SUV	67,416	MILEAGE	**
PDA588	2017	FORD	EXPLORER INTR	MID SIZE SUV	99,888	MILEAGE	**
PDA591	2017	FORD	EXPLORER INTR	MID SIZE SUV	142,611	MILEAGE	**
PDA591	2017	FORD	EXPLORER INTR	MID SIZE SUV	142,610	MILEAGE	**
PDA595	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	52,701	MILEAGE	**
PDA614	2015	FORD	EXPLORER INTR	MID SIZE SUV	134,931	MILEAGE	**
PDA6238	2019	FORD	FUSION	MID SIZE SEDAN	27,736	MILEAGE	**
PDA629	2016	FORD	EXPLORER INTR	MID SIZE SUV	104,742	MILEAGE	**
PDA641	2017	FORD	EXPLORER INTR	MID SIZE SUV	85,393	MILEAGE	**
PDA649	2016	FORD	EXPLORER INTR	MID SIZE SUV	121,243	MILEAGE	**
PDA659	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN	83,901	MILEAGE	**
PDA683	2017	FORD	EXPLORER INTR	MID SIZE SUV	137,435	MILEAGE	**
PDA717	2019	FORD	EXPLORER INTR	MID SIZE SUV	64,132	MILEAGE	**
PDA755	2019	FORD	EXPLORER INTR	MID SIZE SUV	40,225	MILEAGE	**
PDA761	2017	FORD	EXPLORER INTR	MID SIZE SUV	137,600	MILEAGE	**
PDA771	2014	FORD	EXPLORER INTR	MID SIZE SUV	68,250	MILEAGE	**
PDA796	2016	FORD	EXPLORER INTR	MID SIZE SUV	122,103	MILEAGE	**
PDA835	2016	FORD	EXPLORER INTR	MID SIZE SUV	113,584	MILEAGE	**
PDA851	2017	FORD	EXPLORER INTR	MID SIZE SUV	61,863	MILEAGE	**
PDA861	2017	FORD	EXPLORER INTR	MID SIZE SUV	136,217	MILEAGE	**
PDA881	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	54,229	MILEAGE	**
PDA887	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	122,091	MILEAGE	**
PDA901	2019	FORD	EXPLORER INTR	MID SIZE SUV	107,966	MILEAGE	**
PDA909	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	79,251	MILEAGE	**
SMD509	2005	INTERNATIONAL	4400	DUMP TRUCK	119,851	MILEAGE	**
SMD534	2006	FORD	F-650 C/C	DUMP TRUCK	117,769	MILEAGE	**

SMD535	2006	FORD	F-650 C/C	DUMP TRUCK	137,348	MILEAGE	
SMD545	2008	FORD	F-650 C/C	DUMP TRUCK	116,961	MILEAGE	
SMD707	2011	FORD	F-750	DUMP TRUCK	85,908	MILEAGE	
SMD801	2010	FREIGHTLINER	M2106	DUMP TRUCK	97,621	MILEAGE	
SMJ234	2002	INTERNATIONAL	4700	POT HOLE PATCH TRUCK	10,737	MILEAGE	odm chgd.
SMR801	2000	INGERSOL RAND	DD70	RIDING ROLLER	1,014	hour	
SMZ921R	1996	MASTCRAFT	S-8HX-6	FORKLIFT	3,441	hour	**
SNP717	2008	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	17,296	MILEAGE	odm chgd.
SNP838	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	N/A	MILEAGE	no odom.
SNP839	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	N/A	MILEAGE	cnc miles
SNP845	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	187,750	MILEAGE	**
SNP852	2013	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	7,181	MILEAGE	** odom chgd
SNP873	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	N/A	MILEAGE	no odom.
SNP874	2014	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	N/A	MILEAGE	no odom.
SNP881	2015	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	N/A	MILEAGE	fire damage
SSS705	2009	ISUZU	FVR	VACUUM STREET SWEEPER TRUCK	64,174	MILEAGE	
SSU050	2010	FORD	F-350 C/C	PICKUP TRUCK	234,062	MILEAGE	
TAA5295	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	145,920	MILEAGE	**
TAA5295	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	145,920	MILEAGE	
TEA025	2007	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	39,081	MILEAGE	
TEB288	2008	CHEVROLET	UPLANDER	MINIVAN	203,982	MILEAGE	**
TEB297	2008	DODGE	CARAVAN	MINIVAN	193,230	MILEAGE	**
TEB343	2012	DODGE	GRAND CARAVAN	MINIVAN	206,078	MILEAGE	**
TEB346	2012	DODGE	GRAND CARAVAN	MINIVAN	275,620	MILEAGE	**
TEB347	2012	DODGE	GRAND CARAVAN	MINIVAN	193,675	MILEAGE	**
TEB352	2012	DODGE	GRAND CARAVAN	MINIVAN	202,398	MILEAGE	
TEB353	2012	DODGE	GRAND CARAVAN	MINIVAN	258,231	MILEAGE	**
TOZ936	2014	RELIABLE EQUIPMENT	REL-HPU-2000	SMALL TOOL	N/A	hour	**
TPA059	2016	FORD	FIESTA	SMALL SEDAN	46,621	MILEAGE	**
TPU103	2012	CHEVROLET	COLORADO	PICKUP TRUCK	84,790	MILEAGE	**
WAA104	2014	FORD	EXPLORER	MID SIZE SUV	127,269	MILEAGE	
WAU101R	2009	FORD	F-150 EXT	PICKUP TRUCK	129,645	MILEAGE	
WCU116	2013	FORD	F-150	PICKUP TRUCK	130,458	MILEAGE	
WCU127	2018	FORD	F-150 EXT	PICKUP TRUCK	102,372	MILEAGE	**
WDC208	2002	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	704	hour	
WDD916	2010	INTERNATIONAL	7600 SBA	DUMP TRUCK	N/A	MILEAGE	
WDH625	2002	KUBOTA	B-21	WHEELED LOADER/BACKHOE	368	hour	**
WDJ844	2002	INTERNATIONAL	4700	UTILITY TRUCK	9,333	MILEAGE	odm chgd.
WDU103	2014	FORD	F-150	PICKUP TRUCK	108,505	MILEAGE	**
WDY805	2008	MCELRATH	710-D	FLAT BED TRAILER			
WEU152	2009	FORD	F-150 EXT	PICKUP TRUCK	177,361	MILEAGE	**
WEU306	2009	FORD	F-150	PICKUP TRUCK	108,100	MILEAGE	
WEU307	2009	FORD	F-150	PICKUP TRUCK	147,107	MILEAGE	
WUJ002	2008	FORD	F-150 EXT	PICKUP TRUCK	100,741	MILEAGE	
WSJ889	2009	FREIGHTLINER	M2112	COMBINATION SEWER TRUCK	93,000	MILEAGE	

WST855	2001	NEW HOLLAND	T-SERIES	UTILITY TRACTOR	2,388	HOUR	
WSU102	2014	FORD	F-150	PICKUP TRUCK	118,504	MILEAGE	**
WWJ306	2005	CHEVROLET	C-2500	UTILITY TRUCK	43,807	MILEAGE	
WWU110	2000	FORD	RANGER	PICKUP TRUCK	106,599	MILEAGE	
WWU117	2011	FORD	F-150	PICKUP TRUCK	160,718	MILEAGE	

Footnotes"

Various other small tools and equipment.

Some on the list (**) are "scheduled for decommission", but may not make the delivery deadline. Vehicles that do not make the delivery deadline will be included in the next rolling stock auction Exhibit – A listing for approval to dispose".

This list of vehicles and equipment are no longer necessary for the conduct of City business due to age, mileage, repair, or accident.

The vehicles/equipment on this list (excluding Airport and CATS) are provided by City Fleet Management who manages when vehicles and equipment go to surplus for disposal. Any questions concerning why vehicles are in the surplus queue should be directed to City Fleet Management.

NORTH CAROLINA

MECKLENBURG COUNTY

**DELEGATION OF AUTHORITY
TO TRANSFER TITLES**

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

Date: September 16, 2023, at 9:00 a.m.

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the _____ day of _____, 2023.

Signature: _____

Title: _____

Virtual Rolling Stock Auction: 9/16/2023

With the success of our virtual only live on-line auctions over the past year, we will continue to have a live, on-line only auctions:

- On-site preview day is scheduled for Tuesday, September 12th from 8:30am – 4pm.
- No live on-site auction.
- On-line auction process will be performed at the Rogers Auction Company office.

The auction process - With a virtual auction only (no live on-site auction bidders):

- The virtual auction can be found at www.rogersauctiongroup.com.
- Pictures and videos for each surplus asset will be on the auction website several weeks before the auction date (for review, questions, and pre-bidding).
- The auction will start a 9am on 9/16/2023.
- The bidding will be (on-line only) and each item will be auctioned in real time (live auction).
- Bidders will be bidding on-line against each other and the auctioneer will auction each item live.
- The winning bidder will pay Rogers Auction Company (electronic payment only).
- Bidders will have one week after auction to pick up their item (same as live on-site process).
- Rogers auction company will pay the City via Automated Clearing House (ACH) payment (just like they do for on-line items sold during our live on-site auctions).

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 **BECKWITH MEADOW SDIP**; 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 **BECKWITH MEADOW SDIP** and estimated to be:

692 sq. ft. (0.016 ac.) **Storm Drainage Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 093-023-01 said property currently owned **BRIAN J. BARNES AND MELINDA D. BARNES**, 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, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 610.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes, Deputy City Clerk

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 **SHAMROCK DRIVE IMPROVEMENTS**; 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 **SHAMROCK DRIVE IMPROVEMENTS** and estimated to be:

1,258 sq. ft. (0.029ac.) **Temporary Construction Easement**

127sq. ft. (0.003 ac.) **Sidewalk Utility Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 093-097-07 said property currently owned by **SHYAM B. PATIL AND ROSHNI DUBEY**, 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, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 611.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

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 **SHAMROCK DRIVE IMPROVEMENTS**; 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 **SHAMROCK DRIVE IMPROVEMENTS** and estimated to be:

1,007 sq. ft. (0.023 ac.) **Temporary Construction Easement**
11 sq. ft. (0.000 ac.) **Sanitary Sewer Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 093-102-12 said property currently owned by **JAMES T. WILKES AND ALEXANDRA A. ROMANOVSKAYA**, 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, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 11th day of September 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 612.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of September, 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk