



ROY COOPER  
Governor

ANTHONY M. COPELAND  
Secretary

September 25, 2017

Mr. Doug Hewett  
City Manager  
City of Fayetteville  
433 Hay Street  
Fayetteville, NC 28301-5537

Re: Contract Agreement for Grant Number 2018-025-1257-1534; Your Signature and Reply is Requested  
Project Title: "City of Fayetteville Parking Management Plan"

Dear City Manager Hewett:

Enclosed for your review and signature are two complete sets of contract documents required to finalize the grant award pursuant to N.C. S.L. 2017-57 § 15.8 (b). Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government.
Exhibit A	Grantee Proposal: This document is incorporated into the agreement as the scope of the project.	Highest Elected Official - Unit of Local Government.
Exhibit B	Sample Final Report Form: This is a <b>sample</b> of the progress/final report due to Commerce by <b>July 15, 2018</b> . Local governments should submit a final report detailing the outcomes and expenditures of the grant including copies of invoices/receipts for each expenditure paid with the grant funds. This form may be found on our website: <a href="http://www.nccommerce.com/rd/rural-grants-programs/forms">http://www.nccommerce.com/rd/rural-grants-programs/forms</a> within the Forms section.	Highest Elected Official - Unit of Local Government.
Exhibit C	Payment Request Form: This form outlines payment to be made from Commerce to the grantee. Please sign and date Section F.	Authorized Signatory - Unit of Local Government.
Exhibit D-1	Iran Divestment Act Certification	Highest Elected Official - Unit of Local Government.
Exhibit D-2	Iran Divestment Act Certification	Legal Property Owner listed on the Deed.

Execute two originals of these documents and return one of them to my attention at the address. If you have any questions regarding the enclosed documents, please contact me at (919) 814-4671.

Sincerely,

Nichole M. Gross  
Data and Compliance Specialist

Enclosure

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Revitalization and Economic Development Grant Agreement ("Grant Agreement") with the **City of Fayetteville** (the "Governmental Unit" or "Grantee" and, together with Commerce, the "Parties"), a local governmental unit.

WHEREAS, N.C. S.L. 2017-57 § 15.8 (b) (the "Authorizing Legislation") authorized the awarding of Revitalization and Economic Development Grants or ("Revitalization and Economic Development Grant") to provide grants to certain municipal governments to encourage revitalization and economic development through investment in **City of Fayetteville Parking Management Plan** referenced in the "Authorizing Legislation"; and

WHEREAS, Commerce, through its Rural Economic Development Division, administers the **Revitalization and Economic Development Grants**; and

WHEREAS, the Governmental Unit submitted a proposal and supporting materials (together, "Proposal") to Commerce for a grant (the "Grant") to fund a project (the "Project") as described in Grantee Proposal (Exhibit A).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Grant Agreement Documents.

This Grant Agreement consists of the following documents:

- (a). This Grant Agreement, including all documents incorporated by reference herein.
- (b). Grantee Proposal (Exhibit A).
- (c). Sample Progress/Final Report (Exhibit B).
- (d). Payment Request Form (Exhibit C)
- (d). Iran Divestment Act Certification (Exhibit D-1).
- (e). Iran Divestment Act Certification (Exhibit D-2).

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction, rehabilitation, the matching investment in the Project and/or the other significant source of funding (if applicable). A "Project Change" also includes any filing of bankruptcy by the Governmental Unit. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

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3. Term of Grant Agreement.

The effective period of this Grant Agreement shall commence on 7/1/2017 ("Effective Date") and shall terminate on 7/1/2019 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by Commerce.

4. Funding.

Commerce grants to the Governmental Unit an amount not to exceed \$100,000.00 for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with this Grant Agreement, the Authorizing Legislation and all other applicable laws, rules, regulations and requirements. The Governmental Unit shall not make or approve of any improper expenditure of Grant funds, including any expenditure of Grant funds for salary or wages for employees of the grantee organization, and food or refreshment expenses.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from Commerce and the State. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the Governmental Unit, Commerce, the State or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents or contractors) or any third party into employees, agents, members or officials of Commerce or the State. Neither the Governmental Unit (including its employees, agents or contractors) nor any third party shall have the ability to bind Commerce or the State to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to its employees, agents and contractors. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees, agents and contractors who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the State shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment.

Commerce shall endeavor to pay the Grant funds to the Governmental Unit within 30 calendar days of actual receipt of this Grant Agreement executed by Governmental Unit and the satisfaction of all other conditions precedent to payment of grant funds to Governmental Unit.

**Funds may only be used in accordance with this Grant Agreement and the uses set forth in the Authorizing Legislation.** Commerce may request, and the Governmental Unit must produce, any information from the Governmental Unit justifying the use of the Grant funds. The submission of any reports required by Exhibit B and Paragraph 8 below, or any requests for reimbursement required by this Paragraph or Exhibit B, representing that any work on the Project

has been performed shall constitute a certification that the work represented has actually been performed.

7. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for any separate awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the date of the last disbursement of Grant funds or the Termination Date, whichever is later. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that time schedules are being met and other performance goals are being achieved. Further, the Grantee, or designated agent, shall maintain records and accounts that properly document and account for the application of all Grant funds for a minimum of five (5) years after the date of the last disbursement or the Termination Date, whichever is later.
- (b). The Governmental Unit shall furnish Commerce a detailed written final report within 30 days of the Termination Date. If the Termination Date is extended a final report shall be furnished within 30 days of the new Termination Date. The Governmental Unit shall furnish detailed written progress reports as otherwise requested by Commerce within 30 days of the request from Commerce. Such progress and final reports should describe the progress made by the Governmental Unit toward achieving the requirements and purpose(s) of the Project, and shall include detailed financial documentation proving funds were appropriately expended. Such descriptions should include the successes and problems encountered during the reporting period. In Commerce's sole discretion, failure to submit a required report by the scheduled submission date or submission of an inadequate report will trigger Repayment Requirements addressed in Paragraph 12(b) of this Grant Agreement.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. Likewise, the Governmental Unit shall ensure that any third party it employs

or contracts with to work on the Project provides the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving the Governmental Unit written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

10. Liabilities and Loss.

The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of any third party arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Governmental Unit Representations and Warranties.

The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Commerce can, in its discretion, terminate the Grant Agreement upon notice and require the Governmental Unit to repay to Commerce the entire amount of the Grant.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.

12. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 12 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State 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 Grant 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 Grant 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 Grant Agreement or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement.

13. No Waiver by the State.

Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

14. Waiver of Objections to Timeliness of Legal Action.

The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

15. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Governmental Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Grant Agreement may be assigned to any commercial bank or other financial institution without such approval.

Rural Economic Development Grant Agreement  
**Revitalization and Economic Development**

2018-025-1257-1534

16. Notice.

All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Melody Adams**  
North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:           Attn: **Mr. Doug Hewett**  
City of Fayetteville  
433 Hay Street  
Fayetteville, NC 28301-5537

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

17. Entire Agreement.

This Grant Agreement supersedes all prior agreements between Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

18. Execution.

This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

19. Construction.

This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

20. Severability.

Each provision of this Grant Agreement is intended to be severable and, if any provision of this Grant Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



Rural Economic Development Grant Agreement  
Revitalization and Economic Development

2018-025-1257-1534

21. Acceptance.

If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1. This Grant may be withdrawn if Commerce has not received such documents within ten (10) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**City of Fayetteville**

Signature: \_\_\_\_\_

*Douglas J. Hewett*

Printed Name: \_\_\_\_\_

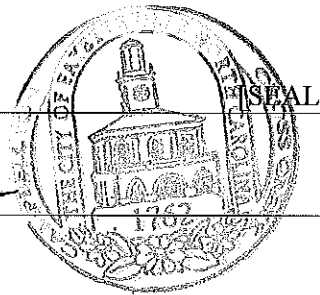
Douglas J. Hewett

Title: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

10/05/17



**North Carolina Department of Commerce**

Signature: \_\_\_\_\_

*Napoleon Wallace*

[SEAL]

Printed Name: Napoleon Wallace

Title: \_\_\_\_\_

Deputy Secretary for Rural Economic Development and Workforce Solutions

Date: \_\_\_\_\_

9/26/17

## 2017-2018 Downtown Revitalization/Economic Development Proposal Form

### Local Government Information

Legal Name of Local Government: City of Fayetteville County: Cumberland Tier #           
Name of Chief Elected Official: Nat Robertson Title: Mayor  
Mailing Address: 433 Hay Street Street Address: 433 Hay Street  
City: Fayetteville State: NC Zip: 28301  
Primary Telephone(s): 910-433-1992 Fax: 910-433-1948  
Email: mayor@ci.fay.nc.us Federal Tax ID #: 56-6001226

### Local Government Project Contact:

Name: Douglas J. Hewell Title: City Manager  
Primary Telephone: 910-433-1990 Email: dhewell@ci.fay.nc.us

### Grant Administrator (if applicable)

City of Fayetteville  
Mailing Address: 433 Hay Street Street Address: 433 Hay Street  
City: Fayetteville State: NC Zip: 28301  
Name: Jay Reinstein Title: Assistant City Manager  
Primary Telephone: 910-433-1994 Fax: 910-433-1948  
Email: jreinstein@ci.fay.nc.us Federal Tax ID #: 56-6001226

### Community Information

- |   |  | Check One                           |                                     |
|---|--|-------------------------------------|-------------------------------------|
|   |  | Yes                                 | No                                  |
| 1 | Is your community designated by the Department of Commerce as a NC Main Street community?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2 | Is your community designated by the Department of Commerce as a NC Small Town Main Street community?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3 | Is your community receiving downtown strategic economic development planning services through the NC Main Street & Rural Planning Center's Downtown Associate Community program? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4 | Has your community received strategic economic development planning services through the NC Main Street & Rural Planning Center's Rural Planning program in the last 3 years?    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5 | Would you like for the staff at the Department of Commerce, NC Main Street & Rural Planning Center to contact you regarding strategic economic development planning services?    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

1. If yes, please provide the contact information for the person to contact

Name: Craig Harmon Title: Senior Planner  
Phone: 910-433-1417 Email: CHarmon@ci.fay.nc.us

### Project Information

- 1 Provide a description of the downtown revitalization/economic development activities to be funded by the grant along with the estimated cost for each activity.

This grant will be funding a parking management plan for the downtown area in the City of Fayetteville. The area defined as the downtown for the purposes of this plan is the area bounded by Eastern Boulevard, Russell Street, Robeson Street/Bragg Blvd and Grove Street/Rowan Street. The plan will consider current parking capacity/operations and how upcoming developments will alter the demand on these facilities. These developments include a minor league baseball stadium complex with retail amenities, a hotel, and a conversion of an existing hotel to residential units with a retail component. The estimated cost of the plan is \$100,000.

2. Provide a description of the proposed outcomes of the downtown revitalization/economic development project/activity.

The parking management plan will inventory existing parking facilities, operations, fee schedules, revenues and parking program administration. The plan will analyze the existing and future parking program and make recommendations based on existing and upcoming developments, such as the baseball stadium. The plan will also analyze parking demands related to the diverse nature of the special events that occur downtown. These recommendations should include, but not be limited to, additional on/off-street capacities, parking structures, staffing, smart parking technology, fees, ordinances, signing and zoning. These recommendations should include comparisons to Fayetteville's peer cities within NC and consider the multi modal nature of the downtown area

3. Provide a timeline for the implementation of the downtown revitalization/economic development project/activity.

After funds for the study are secured, a request for proposals will be drafted and advertised. Interviews may be conducted to select the most qualified consultant(s) for the plan. This process will take approximately 2 months. The draft plan should be completed and presented to City Council for approval within 16 months after procurement of a consultant(s), for a total process time of 18 months.

4. Include photos of the area where the project/activity will take place and provide a description of the photos below.

Included is a map that defines the existing parking capacity/operation and a map that defines the boundaries of the downtown area for the purpose of this plan.

### Applicant Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project; and
- 4 that as of the date listed below, the applicant is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

Signature of Chief Elected Official or Authorized Representative

Typed Name

Typed Title

9/11/17  
Date

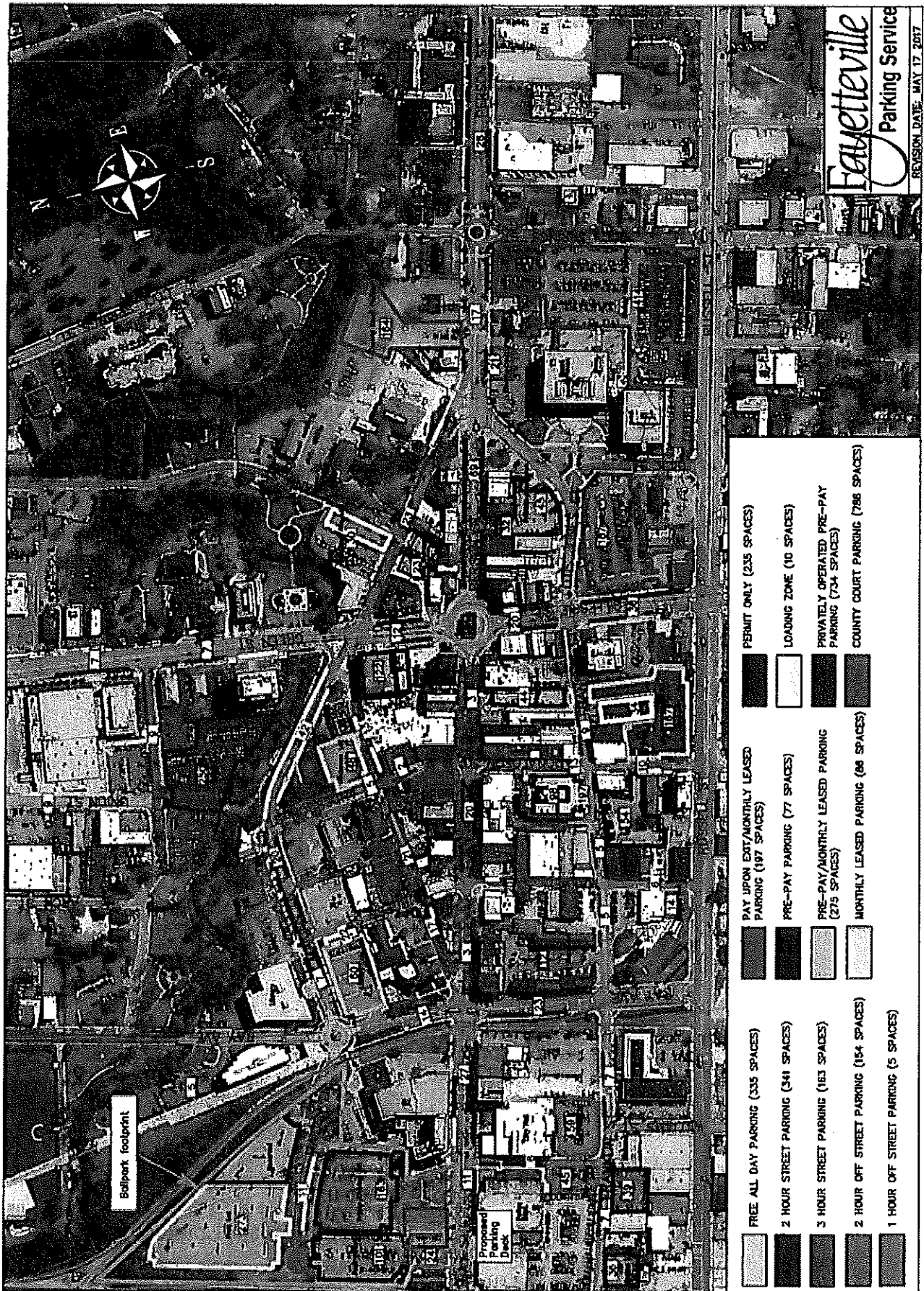
Complete proposals should be submitted no later than September 15, 2017 by one of the follow delivery options:

Via e-mail as a signed PDF to: [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com)

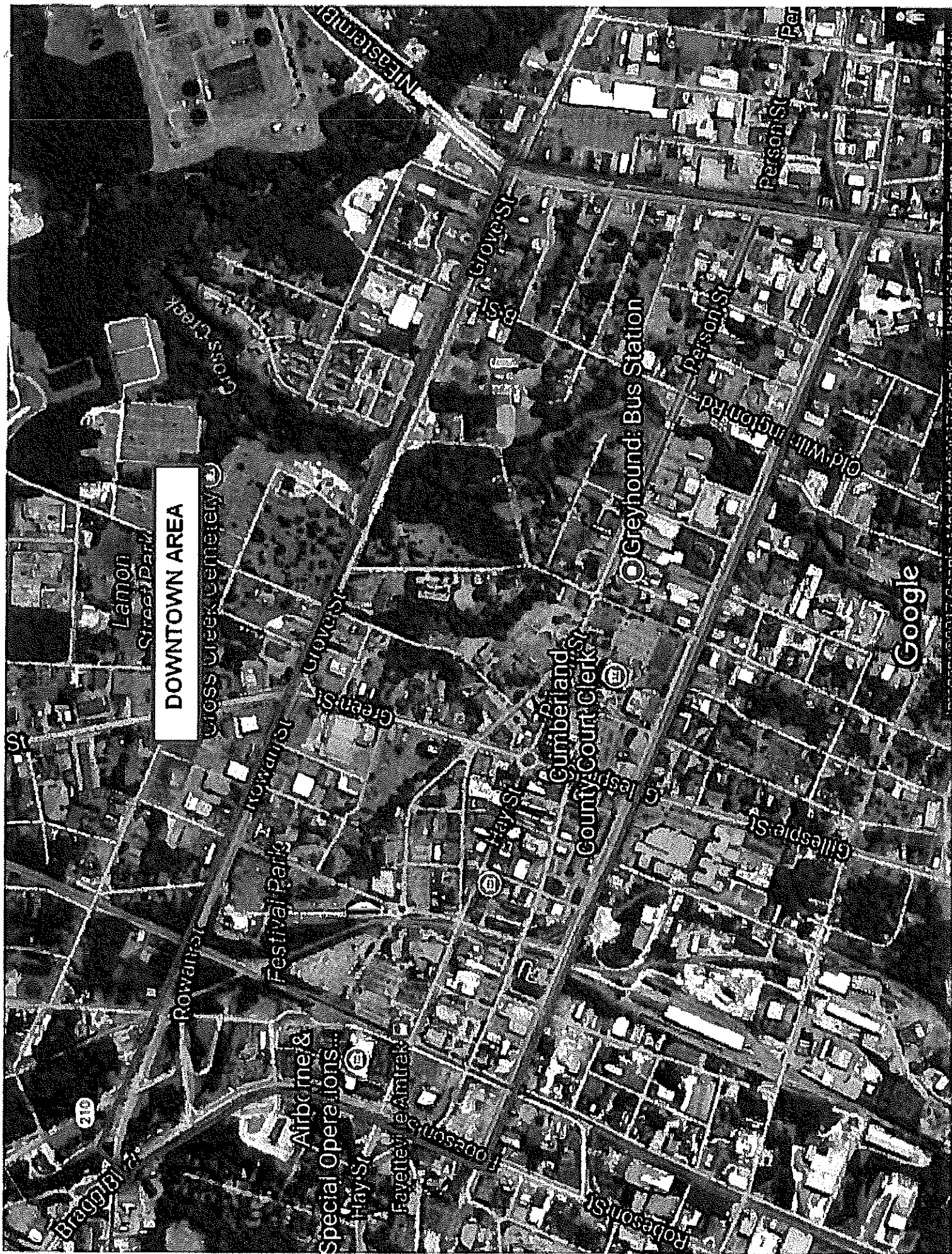
Or

Via postal or overnight delivery to:

Melody Adams, Director, Rural Grant Programs  
North Carolina Department of Commerce, Rural Economic Development Division  
301 N. Wilmington Street (For Overnight Delivery Services)  
4346 Mail Service Center (For US Postal Service)  
Raleigh, NC 27699







DOWNTOWN AREA

North Carolina Department of Commerce  
Rural Economic Development Division  
Rural Grant Programs

**Downtown Revitalization and Economic Development Progress and Final Report Form**

☒ Progress Report

☐ Final Report

**GRANTEE INFORMATION (to be completed by Grantee)**

**Reporting Period**

From: \_\_\_\_\_  
(date)

To: \_\_\_\_\_  
(date)

**Contract Information**

Contract Ref# 2018-025-1257-1534

Grantee Name: City of Fayetteville Project Title: City of Fayetteville Parking Management Plan

Project Contact Completing this Form: \_\_\_\_\_ Title: \_\_\_\_\_

Primary Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

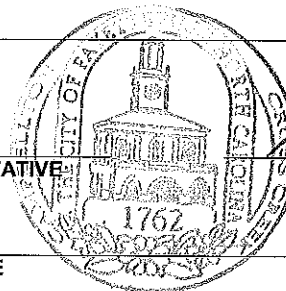
**PROJECT SUMMARY**

1) Please provide a detailed description of the project progress to date. 2) Provide a detailed list of expenditures including the item and cost. 3). Attach copies of invoices/receipts for each expenditure paid with grant funds.

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

NAT ROBERTSON, MAYOR

TYPED NAME/AND TITLE



10/9/17  
Date

Grant Recipient:	City of Fayetteville
Grant/Contract Number:	2018-025-1257-1534
Grant Award Amount:	\$100,000.00
Project Type:	Other

Request Number: 1  
Request Amount: \$100,000.00  
Termination Date: 7/1/2019

[illegible]

Amended 7/5/16

**Questions or Send Payment Request & Supporting Documentation to:**

E-Mail\*: [RGPreports@nccommerce.com](mailto:RGPreports@nccommerce.com)

**Mail:** Rural Grant Programs | 4346 Mail Service Center | Raleigh, NC 27699-4346

**OR**

**E-mail:** [hot\\_reports@mccommerce.com](mailto:hot_reports@mccommerce.com)  
(E-mail\* submission is only permissible if the entire request is less than 50 printed pages)

**Iran Divestment Act Certification  
Revitalization and Economic Development**

**EXHIBIT D-1**

**2018-025-1257-1534**

**Local Government Certification**

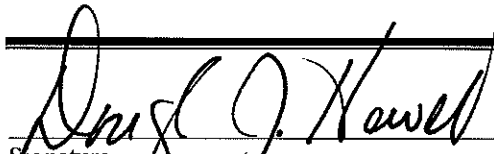
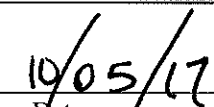
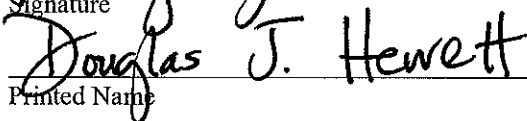
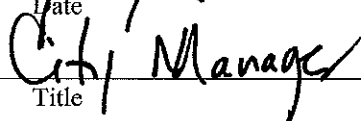
**Name of Entity:** \_\_\_\_\_

**Address of Entity:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

 _____ Signature	 _____ Date
 _____ Printed Name	 _____ Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.



**Iran Divestment Act Certification  
Revitalization and Economic Development**

**EXHIBIT D-2**

**2018-025-1257-1534**

**Property Owner Certification**

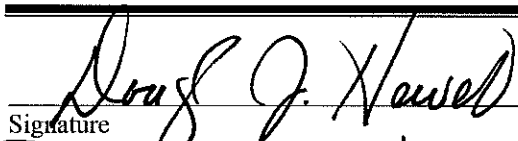
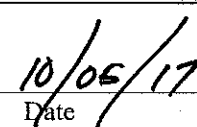
Name of Entity: \_\_\_\_\_

Address of Entity: \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

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The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature 	Date 
Printed Name Douglas J. Hewett	Title City Manager

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

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- When a contract is renewed or assigned

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