

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of May, 2008 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (250-251).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.



Brenda R. Freeze, CMC, City Clerk

May 12, 2008

Resolution Book 41, Page 251

TAXPAYERS AND REFUNDS REQUESTED
(Clerical Error)

| NAME | AMOUNT |
|-------------|------------------------|
| DUKE POWER | <u>\$ 4,567,327.00</u> |
| TOTAL | <u>\$ 4,567,327.00</u> |

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

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

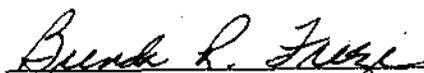
1. The City-County Tax Collector has collected certain taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of May 2008 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (252-253).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

May 12, 2008

Resolution Book 41, Page 253

**BUSINESS PRIVILEGE LICENSE
REFUNDS REQUESTED**

NAME

ANDREW ROBY, INC

TOTAL

AMOUNT

\$ 2,500.00

\$ 2,500.00

RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE an alleyway running off of Spruce Street in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **The Greater Galilee Baptist Church** has filed a petition to close an alleyway running off of Spruce Street in the City of Charlotte; and

Whereas, the portion of right-of-way to be closed lies within the Brookhill Community beginning from Spruce Street continuing approximately 103 feet north and turning approximately 134 feet north west to its terminus at a second alleyway that runs between West Park Avenue and Spruce Street as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B" both of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

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

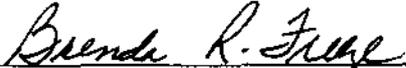
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at it's regularly scheduled session of May 12, 2008 that it intends to close an alleyway off of Spruce Street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 9th day of June, 2008 in CMGC meeting chamber, 600 East 4th Street Charlotte North Carolina.

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

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Page 254.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

May 12, 2008

Resolution Book 41, Page 255

RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a residual right-of-way at the corner of Sheffingdell Drive and Rea Forest Drive in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Edward H Estridge** has filed a petition to close a **residual right-of-way at the corner of Sheffingdell Drive and Rea Forest Drive** in the City of Charlotte; and

Whereas, the portion of right-of-way to be closed lies within the Old Providence Community beginning at the easterly most point of the corner radius of Rea Forest Drive continuing in a westerly direction approximately 108 feet around the radius to its southern terminus point on Sheffingdell Drive as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B" both of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

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

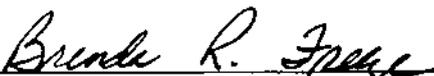
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at it's regularly scheduled session of May 12, 2008 that it intends to close the right-of-way off of Sheffingdell Drive and Rea Forest Drive (or portion thereof) being more particularly described on a map, and calls a public hearing on the question to be held at 7:00pm on Monday, the 9th day of June, 2008 in CMGC meeting chamber, 600 East 4th Street Charlotte North Carolina.

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

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Page 255.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 215 MILL ROAD
BY UPSET BID

WHEREAS, the City of Charlotte owns a .26-acre property more particularly identified as being Tax Parcel Number 069-035-31, located at 215 Mill Road in Charlotte, Mecklenburg County, North Carolina (the "Property"); and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, City Council previously authorized advertising the Property for sale pursuant to the upset bid process; and

WHEREAS, the City received an offer to purchase the property described above in the amount of \$72,500.00, submitted by Mr. Edwin Wilson; and

WHEREAS, Mr. Wilson paid the required five percent (5 %) deposit on the offer; and

WHEREAS, the offer was published on 4/4/08 in a notice of sale by upset bid which included a description of the property, the amount of the offer, and the terms under which the offer might be upset; and

WHEREAS, the terms of the final sale are that Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; the buyer must pay cash at closing; and the property will be sold subject to the condition that a single family residence be constructed on the property; and

WHEREAS, a ten-day period has passed without any qualifying upset bid having been received;

WHEREAS, pursuant to Council policy, the proceeds from the sale of this property will be dedicated to the Capital fund;

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

Sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269, and upon the terms as set forth in the public notice described above, is authorized; and

No qualifying upset bid having been received after the public notice, the offer described above is hereby accepted, and the Manager or his Designee is authorized to execute the Purchase Contract and such other documents necessary to complete the sale of the Property to Mr. Edwin Wilson in accordance with the terms and conditions as advertised.

THIS THE 12th DAY OF MAY, 2008.

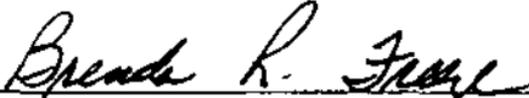
May 12, 2008

Resolution Book 41, Page 257

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (256-257).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.



Brenda R. Freeze, CMC, City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE
ADOPTING AND APPROVING THE SALE OF LAND RIGHTS ALONG THE
SOUTH BOULEVARD LIGHT RAIL CORRIDOR TO "THE BOULEVARD AT
1447 SOUTH TRYON LLC" (DEVELOPER), ITS SUCCESSORS AND ASSIGNS**

WHEREAS, the City of Charlotte (the "City") purchased the 130 foot wide Charter Right-of-Way, formerly owned by the Norfolk Southern Railroad, located in the SouthEnd area of the City; and

WHEREAS, in 2005, the City through the action of its council adopted the SouthEnd Transit Station Area Plan to guide the development along the buffer area of the 130-foot wide Rail Corridor; and

WHEREAS, some of the fee simple land and a portion of the Charter Right-of-Way in which the Developer is interested in lies outside of the currently preserved transit corridor; and

WHEREAS, the Developer is also interested in receiving a "No-Build" Easement to be located on City property that may prevent vertical structures to be constructed within the easement area (this area is part of the City-owned common area between the Bland Street Light Rail Station and Camden Street); and

WHEREAS, in order to proceed with construction of the Developer's property (former Fowler's Office Supply property), the City agrees to sell some of its property rights for full and fair compensation, as provided by the North Carolina General Statutes; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, as follows:

The City shall receive from The Boulevard at 1447 South Tryon LLC, its successors and assigns, the following, which is full and fair compensation for the exchange of property rights:

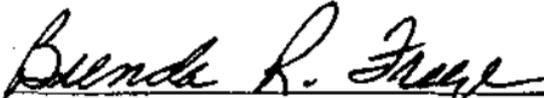
1. Approx. \$93,786.00 for approx. 2,233 sq. ft. (fee simple).
2. Approx. \$50,064.00 for approx. 2,384 sq. ft. (release of charter rights).
3. Approx. \$68,404.00 for approx. 2,443 sq. ft. ("no-build" easement).

FURTHER RESOLVED, that the City Council for the City of Charlotte authorizes the City Manager or his designee to execute any and all legal documents to complete the exchange of the land rights between the City and The Boulevard at 1447 South Tryon LLC, its successors and assigns.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (258-259).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.



Brenda R. Freeze, CMC, 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 the **REEDY CREEK BASIN-MECKLENBURG COUNTY PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **REEDY CREEK BASIN-MECKLENBURG COUNTY PROJECT** and estimated to be approximately **13,154 square feet (.302 acre) of sanitary sewer easement and temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 108-112-08, said property currently owned by **BETTY BYNUM OWENS and spouse, if any; BARBARA BYNUM RAINEY and spouse, if any; JAMES W. BYNUM and spouse, if any; THOMAS BYNUM and spouse, if any; RALPH BYNUM and spouse, if any; L'TANGA BYNUM ANDERSON (a/k/a L'Tanya Bynum Anderson); MECKLENBURG COUNTY TAX COLLECTOR, Any Other Parties in Interest, or the owners' successor-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, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Page 260.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

May 12, 2008

Resolution Book 41, Page 261

**A RESOLUTION EXTENDING MUNICIPAL SERVICE DISTRICT #5
FOR THE UNIVERSITY CITY AREA**

WHEREAS, effective July 1, 2003, the City Council of the City of Charlotte defined and established a municipal service district for the University City area after finding that the defined area is in need of promotional services to a greater extent than the remainder of the city pursuant to G.S. 160A-536; and

WHEREAS, G.S. 160A-538 authorizes cities within North Carolina to extend a service district pursuant to the procedure therein prescribed; and

WHEREAS, the City Council of the City of Charlotte deems it desirable to extend the University City area service district for the purpose of promotion, development, and advocacy of its University City urban area and providing services to the district to a greater extent than provided for the remainder of the city; and

WHEREAS, the City Council of the City of Charlotte finds that the area to be annexed to the service district is contiguous to the district, with at least one eighth of the area's aggregate external boundary coincident with the existing boundary of the district, and that the area to be annexed requires the services of the district; and

WHEREAS, the City Council of the City of Charlotte has caused to be prepared a report containing a map of the service district and the adjacent territory, showing the present and proposed boundaries, a statement that the area to be annexed meets the standards set forth in G.S. 160A-538, and a plan for extending services to the area to be annexed, and made the report available for public inspection as provided by G.S. 160A-538(c); and

WHEREAS, the City Council of the City of Charlotte has held a public hearing with public notice and property owner notification given as provided by G.S. 160A-538(d).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, that the parcels listed on Exhibit A attached hereto are annexed to the municipal service district for the University City area; and

BE IT FURTHER RESOLVED that this resolution shall be effective on July 1, 2008, which is the beginning of the City of Charlotte's 2008-2009 fiscal year.

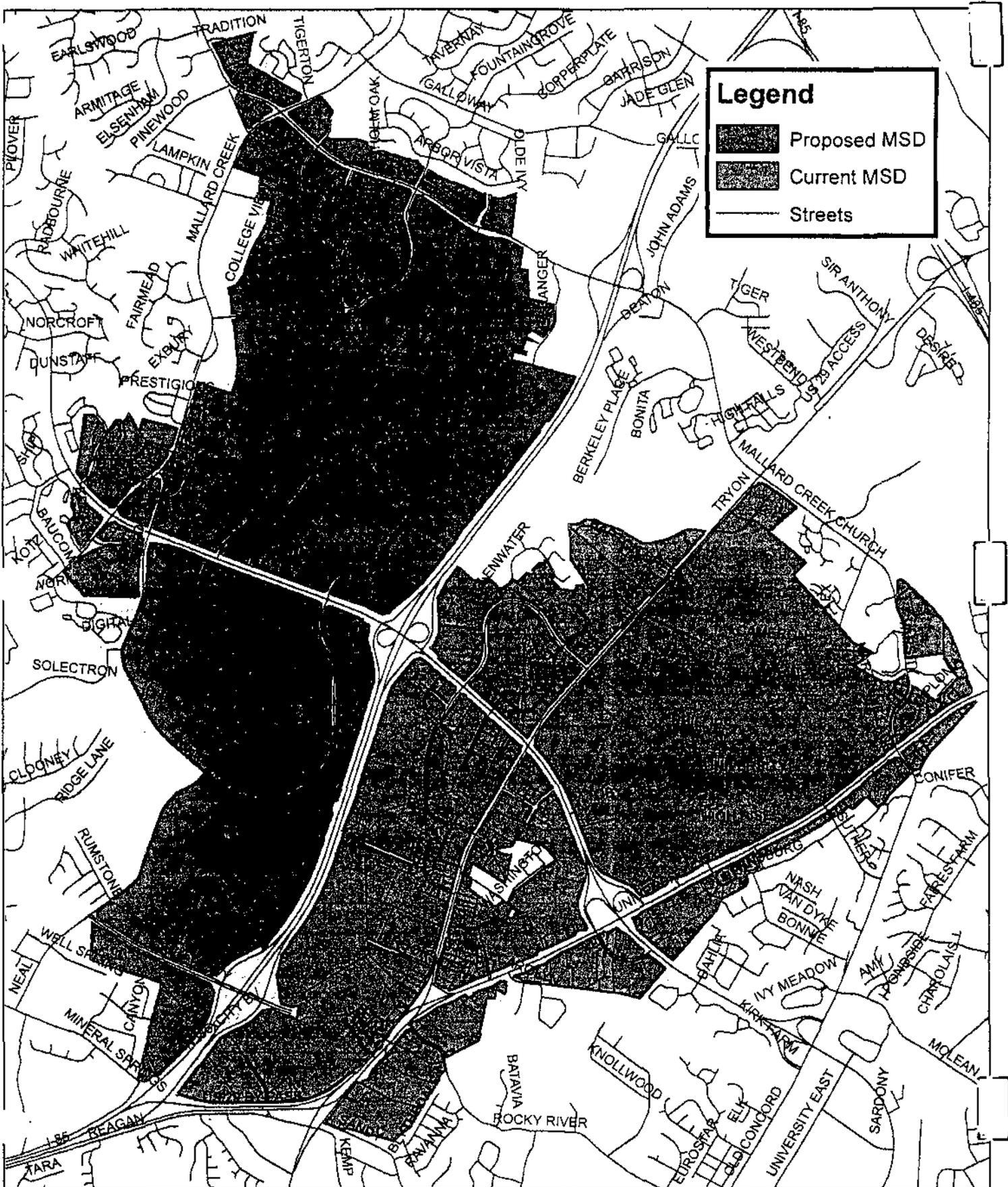
CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (261-266).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

Current and Proposed University City Municipal Service District



May 12, 2008

Resolution Book 41, Page 263

Parcel Listing for Proposed Extension of MSD #5

| TAXPID | OWNER/STMT | OWNERFIRST | HOUSENO | HODS EUM/ | STP | STNAME | STTYPE |
|-----------|----------------------------------|---------------------------|---------|--------------|-----|----------------------|--------|
| 04718820 | 10400 LC PRIVATE INVESTOR XV, | LLC | 10400 | | | MALLARD CREEK | RD |
| 02936137 | A GOODMAN COMPANY | | 3220 | 102 | | PROSPERITY CHURCH | IRD |
| 04742104 | ADAMS | RONALD H | 2107 | | W | MALLARD CREEK CHURCH | IRD |
| 02901152 | AHMAD | SUMAJRA N | 2315 | 125 | | WEST ARBORS | DR |
| 04715502 | AVONE INVESTMENTS LLC | | 10330 | | | DAVID TAYLOR | DR |
| 02901145 | ARBORS @ MALLARD CREEK LLC | | 2229 | | | WEST ARBORS | DR |
| 02901135 | ARBORS AT MALLARD CREEK | PROPERTY OWNERS ASSOC INC | | | | CLAUDE FREEMAN | DR |
| 02901137 | ARBORS AT MALLARD CREEK | PROPERTY OWNERS ASSOC INC | | | | CLAUDE FREEMAN | DR |
| 02901141 | ARBORS AT MALLARD CREEK | PROPERTY OWNERS ASSO INC | | | | EAST ARBORS | DR |
| 02901128 | ARBORS AT MALLARD CREEK LLC | | 2210 | | | WEST ARBORS | DR |
| 02901143 | ARBORS DEVELOPMENT GROUP LLC | | | | W | MALLARD CREEK CHURCH | IRD |
| 02901153 | ARBORS DEVELOPMENT GROUP LLC | | 2315 | 130 | | WEST ARBORS | DR |
| 02901163 | ARBORS DEVELOPMENT GROUP LLC | | 2315 | 205 | | WEST ARBORS | DR |
| 04714112 | ASHFORD CHARLOTTE LP | | 8620 | | | RESEARCH | DR |
| 04714120 | ASHFORD CHARLOTTE LP | | 8700 | | | RESEARCH | DR |
| 02703508 | AUTO | OWNERS LIFE INSURENCE CO | | | | MALLARD CREEK | RD |
| 02703502 | AUTO-OWNERS LIFE INS CO | | 8625 | | | MALLARD CREEK | RD |
| 04712110 | AUTUMN PARK ASSOCIATES LLC | | | | | IBM | DR |
| 02901156 | BARRETT | SYBIL | 2315 | 225 | | WEST ARBORS | DR |
| 02703104 | BB&T | | 8011 | | | MALLARD CREEK | RD |
| 04713179 | BEASLEY EVENTS LLC | | 1981 | 202 | | J N PEASE | PL |
| 04713180 | BEASLEY EVENTS LLC | | 1981 | 203 | | J N PEASE | PL |
| 02901127 | BEAZER HOMES CORP | | | | W | MALLARD CREEK CHURCH | IRD |
| 02901133 | BEAZER HOMES CORP | | | | | SENATOR ROYALL | DR |
| 04713133 | BELLER PROPERTIES LLC | | 8420 | 300 | | MEDICAL PLAZA | DR |
| 04713134 | BELLER PROPERTIES LLC | | 8420 | 400 | | MEDICAL PLAZA | DR |
| 02936207 | BELLSOUTH TELECOMMUNICATIONS INC | | 10415 | | | MALLARD CREEK | RD |
| 04740105 | BELLSOUTH TELECOMMUNICATIONS INC | | 9139 | | | RESEARCH | DR |
| 04740106 | BELLSOUTH TELECOMMUNICATIONS INC | | | | | RESEARCH | DR |
| 02901157 | BENNETT | JERRY L | 2315 | 230 | | WEST ARBORS | DR |
| 02936135 | BERTLING LLC | | 3210 | 201 | | PROSPERITY CHURCH | RD |
| 02936132 | BIG FOOT PROPERTIES LLC | | 3220 | 101 | | PROSPERITY CHURCH | RD |
| 04735102 | BOARD OF TRUSTEES OF THE | ENDOWMENT FUND OF UNCC | 19022 | | | RESEARCH | DR |
| 04735103 | BOARD OF TRUSTEES OF THE | ENDOWMENT FUND OF UNCC | 9801 | | | DAVID TAYLOR | DR |
| 02901138 | BRANCH BANKING AND TRUST | COMPANY | 2211 | | | WEST ARBORS | DR |
| 04713105 | BUDGET WAREHOUSE WORKSHOPS, IN | | 9700 | | | RESEARCH | DR |
| 04713110 | BULLARD | J TODD | 8310 | A | | MEDICAL PLAZA | DR |
| 04713128 | BURCHETT | JOYCE M | 8428 | 300 | | MEDICAL PLAZA | DR |
| 04713152 | C J HARRIS REAL ESTATE LLC | | 1905 | 201 | | J N PEASE | PL |
| 04713153 | C J HARRIS REAL ESTATE LLC | | 1905 | 202 | | J N PEASE | PL |
| 04713121 | CAROLINAS READY MIXED CONCRET | ASSOCIATION INC | | | | J N PEASE | PL |
| 04713162 | CAUNE | THOMAS M | 1973 | 103 | | J N PEASE | PL |
| 02901158 | CEENTA FAIRVIEW PROPERTIES | LLC | 2325 | 101 | | WEST ARBORS | DR |
| 02901180 | CEENTA FAIRVIEW PROPERTIES | LLC | 2325 | 201 | | WEST ARBORS | DR |
| 04740104 | CELLCO PARTNERSHIP | | 8921 | | | RESEARCH | DR |
| 04711105 | CHARLOTTE CORPORATE CENTER | ACQUISITION LLC | 8501 | | | IBM | DR |
| 04711106 | CHARLOTTE CORPORATE CENTER | ACQUISITION LLC | | | | IBM | DR |
| 04739108 | CHARLOTTE-MECKLENBURG | BOARD OF EDUCATION THE | 7816 | | | IBM | DR |
| 04713137 | CHOUHDERY | KHALID | 1813 | 101 | | J N PEASE | PL |
| 02901130 | CIRCLE K STORES INC | | 1809 | | | EAST ARBORS | DR |
| 04713154 | CKH GROUP LLC | | 1905 | 204 | | J N PEASE | PL |
| 04713149 | CLARICE PROPERTIES LLC | | 1905 | 101 | | J N PEASE | PL |
| 04735104 | CLARKE REALTY GROUP LLC | | 9711 | | | DAVID TAYLOR | DR |
| 04716819 | COGDILL INVESTORS (MALLARD) LLC | | 10310 | | | MALLARD CREEK | RD |
| 02901108 | COLUMBIA COCHRAN COMMONS | LLC | 2720 | | W | MALLARD CREEK CHURCH | IRD |
| 04711101 | COLUMBIA VINOY LLC | | 8115 | | | VINOY | BV |
| 02901122 | COOK | ELIZABETH P | 2800 | | W | MALLARD CREEK CHURCH | IRD |
| 02703301B | COUSINS PROPERTY INC | | 8401 | | | MEDICAL PLAZA | DR |
| 04715239 | CRESCENT RESOURCES INC | | 2401 | | | ALEXANDER | RD |
| 04716205 | CRESCENT RESOURCES INC | | 2411 | | W | MALLARD CREEK CHURCH | IRD |
| 04716213 | CRESCENT RESOURCES INC | | | | | DAVID TAYLOR | DR |
| 04716828 | CRESCENT RESOURCES INC | | | | | COLLEGE VIEW | LN |
| 04742101 | CRESCENT RESOURCES INC | | | | W | MALLARD CREEK CHURCH | IRD |
| 04738108 | CRESCENT RESOURCES LLC | | | | W | MALLARD CREEK CHURCH | IRD |
| 04742102 | CRESCENT RESOURCES LLC | | 1919 | | W | MALLARD CREEK CHURCH | IRD |
| 04716211 | CRESCENT RESOURCES, INC. | | 2615 | | W | MALLARD CREEK CHURCH | IRD |
| 02901162 | CUPID BOYS LLC | | 2325 | 102 | | WEST ARBORS | DR |
| 02901161 | DE LA VEGA ASSOCIATES LLC | | 2315 | 210 | | WEST ARBORS | DR |
| 02901108 | DICKERSON REALTY CORP | | 2424 | | W | MALLARD CREEK CHURCH | IRD |
| 02901109 | DICKERSON REALTY CORP | | 2400 | | W | MALLARD CREEK CHURCH | IRD |

May 12, 2008

Resolution Book 41, Page 264
Parcel Listing for Proposed Extension of MSD #5

| | | | | | | | |
|-----------|-------------------------------|--------------------------|----------|-----|---|-------------------|----|
| 04741211 | DIGITAL OPTICS CORP | | 9815 | | | DAVID TAYLOR | DR |
| 02936202 | DMC HOLDINGS LLC | | 3130 | | | DRIWOOD | CT |
| 02936204 | DMC HOLDINGS LLC | | 3020 | | | DRIWOOD | CT |
| 02936208 | DMC HOLDINGS LLC | | 3038 | | | DRIWOOD | CT |
| 02936209 | DMC HOLDINGS LLC | | 3030 | | | DRIWOOD | CT |
| 04735101 | DOW JONES & CO INC | | 9140 | | | RESEARCH | DR |
| 04716212 | DRA CRT CHARLOTTE UNIVERSITY | CENTER LP % DRA ADVISORS | 10926 | | | DAVID TAYLOR | DR |
| 04716821 | DRA CRT CHARLOTTE UNIVERSITY | CENTER LP % DRA ADVISORS | 10925 | | | DAVID TAYLOR | DR |
| 04715228 | DT PARTNERS LLC | | 10101 | | | DAVID TAYLOR | DR |
| 04717128 | DUKE POWER CO | ATTN: TAX DEPT-PB05B | 9700 | | | DAVID TAYLOR | DR |
| 04717130 | DUKE POWER COMPANY | ATTN: F CLARKE HOBSON JR | | | | DAVID TAYLOR | DR |
| 04714115 | E D S REALTY CORP | | 9014 | | | RESEARCH | DR |
| 04713124 | EASTER SEALS UCP NORTH | CAROLINA INC | 8430 | 100 | | MEDICAL PLAZA | DR |
| 04740101 | ELECTRIC POWER RESEARCH | INSTITUTE INC | 1300 | | W | W T HARRIS | BV |
| 02703507 | EMPIRE BUILDING LLC | | 8701 | | | MALLARD CREEK | RD |
| 04713119 | EYE TWO - DEVELOPMENT LLC | | 8316 | D | | MEDICAL PLAZA | DR |
| 04713117 | EYE2 DEVELOPMENT, LLC | | 8316 | C | | MEDICAL PLAZA | DR |
| 04713118 | EYETWO DEVELOPMENT LLC | | 8316 | D | | MEDICAL PLAZA | DR |
| 04715401A | FIRST CHARTER REAL ESTATE | HOLDINGS LLC | | | | DAVID TAYLOR | DR |
| 04715401B | FIRST CHARTER REAL ESTATE | HOLDINGS LLC | 10200 | | | DAVID TAYLOR | DR |
| 04738111 | FIRST CHARTER REAL ESTATE | HOLDINGS LLC | | | | DAVID TAYLOR | DR |
| 04742105 | FIRST CHARTER REAL ESTATE | HOLDINGS LLC | 10200 | | | CLAUDE FREEMAN | DR |
| 04711103 | FIRST UNION NATIONAL BANK OF | NORTH CAROLINA | | | W | W T HARRIS | BV |
| 04711104 | FIRST UNION NATIONAL BANK OF | NORTH CAROLINA | 1525 | | W | W T HARRIS | BV |
| 02703112 | FIRST-CITIZENS BANK | & TRUST COMPANY DAC50 | 8105 | | | MALLARD CREEK | RD |
| 02836140 | FISHER-HARRISS DEV NO 3 LLC | | 9210 | 203 | | PROSPERITY CHURCH | RD |
| 04713142 | FOXY ROXY LLC | | | | | J N PEASE | PL |
| 04714110 | FUND II & FUND II OW | | 1000 | | | LOUIS ROSE | PL |
| 04716801 | G & IV RESOURCE SQUARE 6 LP | | 10715 | | | DAVID TAYLOR | DR |
| 02901139 | GAVI THE ARBORS II LLC | | 2025 | | | EAST ARBORS | DR |
| 02901140 | GAVI THE ARBORS II LLC | | 2005 | | | EAST ARBORS | DR |
| 02901117 | GAVI THE ARBORS III LLC | | 1816 | | | EAST ARBORS | DR |
| 02901142 | GAVI THE ARBORS III LLC | | 2008 | | | EAST ARBORS | DR |
| 04713159 | GOYO PROPERTIES, LLC | | 2110-200 | | | BEN CRAIG | DR |
| 04713158 | GREEN | ALFRED MARK | 2110-100 | | | BEN CRAIG | DR |
| 02936203 | H&L ZOUKIS LLC | | 3021 | | | PROSPERITY CHURCH | RD |
| 02936122 | HAGERSON, LLC | | 3108 | | | PROSPERITY CHURCH | RD |
| 04713191 | HARGROW | ANGELA M | 1931 | 202 | | J N PEASE | PL |
| 04713112 | HARPER-BISSELL LLC | | 8310 | C | | MEDICAL PLAZA | DR |
| 04713196 | HARRIS | CORNELIUS J | 1935 | 201 | | J N PEASE | PL |
| 04713197 | HARRIS | CORNELIUS J | 1935 | 202 | | J N PEASE | PL |
| 04713198 | HARRIS | CORNELIUS J | 1935 | 204 | | J N PEASE | PL |
| 04713155 | HARRIS BLVD COMMUNITIES I LLC | | | | | TECHNOLOGY | DR |
| 02703110 | HARRIS TEETER PROPERTIES LLC | | 2201 | | W | W T HARRIS | BV |
| 02703111 | HARRIS TEETER PROPERTIES LLC | | 8121 | | | MALLARD CREEK | RD |
| 02901134 | HARSHMAN | JAMES C | 2130 | | | EAST ARBORS | DR |
| 02901138 | HARSHMAN | JAMES C | 2115 | | | EAST ARBORS | DR |
| 04713122 | HAWKEYE BUILDING CO | | 1905 | | | J N PEASE | PL |
| 04713139 | HAWKEYE BUILDING CO | | 1913 | 104 | | J N PEASE | PL |
| 04713143 | HAWKEYE BUILDING CO | | 1909 | 101 | | J N PEASE | PL |
| 04713144 | HAWKEYE BUILDING CO | | 1909 | 103 | | J N PEASE | PL |
| 04713150 | HAWKEYE BUILDING CO | | 1905 | 103 | | J N PEASE | PL |
| 04713161 | HAWKEYE BUILDING CO | | 1973 | 102 | | J N PEASE | PL |
| 04713163 | HAWKEYE BUILDING CO | | 1973 | 104 | | J N PEASE | PL |
| 04713168 | HAWKEYE BUILDING CO | | 1977 | 101 | | J N PEASE | PL |
| 04713169 | HAWKEYE BUILDING CO | | 1977 | 102 | | J N PEASE | PL |
| 04713170 | HAWKEYE BUILDING CO | | 1977 | 104 | | J N PEASE | PL |
| 04713176 | HAWKEYE BUILDING CO | | 1981 | 103 | | J N PEASE | PL |
| 04713177 | HAWKEYE BUILDING CO | | 1981 | 104 | | J N PEASE | PL |
| 04713188 | HAWKEYE BUILDING CO | | 1931 | 102 | | J N PEASE | PL |
| 04713189 | HAWKEYE BUILDING CO | | 1931 | 104 | | J N PEASE | PL |
| 04713192 | HAWKEYE BUILDING CO | | 1931 | 204 | | J N PEASE | PL |
| 04713193 | HAWKEYE BUILDING CO | | 1935 | 101 | | J N PEASE | PL |
| 04713194 | HAWKEYE BUILDING CO | | 1935 | 102 | | J N PEASE | PL |
| 04713195 | HAWKEYE BUILDING CO | | 1935 | 104 | | J N PEASE | PL |
| 02936130 | HAYMEADOW ROAD LLC | | 3210 | 101 | | PROSPERITY CHURCH | RD |
| 02936142 | HAYMEADOW ROAD LLC | | 3230 | 203 | | PROSPERITY CHURCH | RD |
| 04713115 | HAYNES | MARION E JR | 8316 | A | | MEDICAL PLAZA | DR |
| 04713111 | HENDERLITE | ROBERT L | 8310 | B | | MEDICAL PLAZA | DR |
| 04713129 | HENDERLITE | ROBERT L | 8426 | 400 | | MEDICAL PLAZA | DR |
| 02901107 | HIGH FAMILY PARTNERSHIP I LP | | 11020 | | | DAVID TAYLOR | DR |
| 04714107 | HIGHWOODS DLF 98/29 LP | | 8740 | | | RESEARCH | DR |
| 02901159 | HMS VENTURES LLC | | 2325 | 104 | | WEST ARBORS | DR |

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| | | | | | | | |
|-----------|---------------------------------|---------------------------|-------|-----|---|----------------------|----|
| 02936136 | HOMECARE MANAGEMENT CORP | | 3220 | 103 | | PROSPERITY CHURCH | RD |
| 04713190 | HUTCHINSON | CHARLES | 1931 | 201 | | J N PEASE | PL |
| 02703403 | IBM COASTAL EMPLOYEES FEDERAL | CREDIT UNION | 1835 | | W | W T HARRIS | BV |
| 04708214 | IBM CORPORATION | | | | N | I-85 | HY |
| 04739109 | IBM CORPORATION | | | | | IBM | DR |
| 04739101 | INTERNATIONAL BUSINESS | MACHINES CORP CLT 703/002 | | | | NEAL | RD |
| 04739110 | INTERNATIONAL BUSINESS | MACHINES CORP CLT 703/002 | | | | NEAL | RD |
| 04708213 | INTERNATIONAL BUSINESS MACHINE | CORP CLT 703/002 | | | | MINERAL SPRINGS | RD |
| 04713174 | JLS PARTNETS | LLP | 1981 | 101 | | J N PEASE | PL |
| 04714118 | KEY LLC | | 8620 | | | RESEARCH | DR |
| 04713114 | KICIDIS | JAMES M | 8310 | F | | MEDICAL PLAZA | DR |
| 04716207 | KING | DALLAS MERLE | 2509 | | W | MALLARD CREEK CHURCH | RD |
| 04716208 | KING | DALLAS MERLE | 9915 | | | MAPLEWOOD | RD |
| 04716209 | KING | DALLAS MERLE | 9907 | | | MAPLEWOOD | RD |
| 04713147 | KMB PROPERTIES LLC | | 1909 | 202 | | J N PEASE | PL |
| 02901131 | LANIER | ROBERT ERIC | | | W | MALLARD CREEK CHURCH | RD |
| 02936138 | LAW OFFICES OF RICHARD M KOCH | PA | 3220 | 201 | | PROSPERITY CHURCH | RD |
| 04716823 | LICHTIN/CHARLOTTE LLC | | 10200 | 1 | | MALLARD CREEK | RD |
| 04716826 | LICHTIN/CHARLOTTE LLC | | 10130 | 2 | | MALLARD CREEK | RD |
| 04716829 | LICHTIN/CHARLOTTE LLC | | 10150 | 3 | | MALLARD CREEK | RD |
| 04742103 | LILLY INDUSTRIES | (USA) INC | 10300 | | | CLAUDE FREEMAN | DR |
| 04713104 | LNR RESEARCH DRIVE INC | % LNR PROPERTY CROP | | | | MALLARD CREEK | RD |
| 04740107 | LNR RESEARCH DRIVE INC | % LNR PROPERTY CORP E/R | | | | RESEARCH | DR |
| 04713107 | LNR WESTBROOK BUSINESS CENTER | INC % LNR PROPERTY CORP | | | | MALLARD CREEK | RD |
| 04713130 | LNR WESTBROOK BUSINESS CENTER | INC % LNR PROP CORP E/R | | | | J N PEASE | PL |
| 04713157 | LNR WORTHINGTON INC | | | | | TECHNOLOGY | DR |
| 04713199 | LNR WORTHINGTON INC | | | | | TECHNOLOGY | DR |
| 04713171 | LONGITUDE & LATITUDE GROUP LLC | | 1977 | 201 | | J N PEASE | PL |
| 04715503 | MAINSTREET CLAUDE FREEMAN LLC | | 10133 | | | CLAUDE FREEMAN | DR |
| 04716202 | MAINSTREET CLAUDE FREEMAN LLC | | 10101 | | | CLAUDE FREEMAN | DR |
| 04716215 | MAINSTREET CLAUDE FREEMAN LLC | | | | W | MALLARD CREEK CHURCH | RD |
| 04713186 | MCCLUSKEY | JEFFREY DAVID | 2110 | 400 | | BEN CRAIG | DR |
| 04713173 | MCDONALD | HOWARD | 1977 | 204 | | J N PEASE | PL |
| 04715244 | MERCK & CO INC | %TAX DEPT | 10301 | | | DAVID TAYLOR | DR |
| 04713123 | MICHELIN AMERICAS RESEARCH & | DEVELOPMENT CORP | | | | RESEARCH | DR |
| 04713187 | MILLER | WILLIAM G G | 1931 | 101 | | J N PEASE | PL |
| 02936205 | MOCNY | RALPH R/T/A | 10329 | | | MALLARD CREEK | RD |
| 04714103B | MOLDFLOW CORP | | 8900 | | | RESEARCH | DR |
| 02936139 | MOUNTAIN ISLAND MANAGEMENT | SERVICES. LLC | 3210 | 102 | | PROSPERITY CHURCH | RD |
| 04713181 | MYRNA R THOMPSON, MD, PLLC | | 1981 | 204 | | J N PEASE | PL |
| 02936206 | NATIONAL RETAIL PROPERTIES LP | | 10409 | | | MALLARD CREEK | RD |
| 02703208 | NC OWNER LLC | | 8535 | | | CLIFF CAMERON | DR |
| 02703210 | NC OWNER LLC | | 8804 | | | CLIFF CAMERON | DR |
| 02703501 | NC OWNER LLC | | 8520 | | | CLIFF CAMERON | DR |
| 02703504 | NC OWNER LLC | | 8530 | | | WILLIAM FICKLEN | DR |
| 02703209 | NCFLA LAND OWNER LLC % CAPITAL | PARTNERS/J R HEISTAND | | | | CLIFF CAMERON | DR |
| 02703212 | NCFLA LAND OWNER LLC % CAPITAL | PARTNERS/J R HEISTAND | | | | WILLIAM FICKLEN | DR |
| 04716822 | NNN THREE RESOURCE LLC | | 10815 | | | DAVID TAYLOR | DR |
| 04716827 | NNN VF FOUR RESOURCES | SQUARE LLC | 10735 | | | DAVID TAYLOR | DR |
| 04713126 | NORTH CONDO ENTERPRISES LLC | | 8430 | 300 | | MEDICAL PLAZA | DR |
| 02703301A | NOVANT HEALTH INC | | 8401 | | | MEDICAL PLAZA | DR |
| 04713185 | NRI COMMUNITIES HARRIS BLVD | LLC | | | W | W T HARRIS | BV |
| 04713156 | NRI COMMUNITIES/HARRIS BLVD LLC | | | | | TECHNOLOGY | DR |
| 04713166 | O'CONNOR PROPERTIES LLC | | 1973 | 203 | | J N PEASE | PL |
| 04713167 | O'CONNOR PROPERTIES LLC | | 1973 | 204 | | J N PEASE | PL |
| 04713120 | OFFICE SUITES PLUS PROPERTIES | INC | | | | J N PEASE | PL |
| 04713151 | OLDHAM | KAREN E | 1905 | 104 | | J N PEASE | PL |
| 04713140 | OLSEN | OLEE J | 1913 | 201 | | J N PEASE | PL |
| 04740102 | PARAGON MEDIA LLC | | 1220 | | W | W T HARRIS | BV |
| 02936127 | PARK ELEVATOR LLC THE | | 10515 | | | MALLARD CREEK | RD |
| 04713118 | PARKS | RONALD W | 8316 | B | | MEDICAL PLAZA | DR |
| 04714103A | POLYMERS CENTER OF EXCELLENCE | INC | 8900 | | | RESEARCH | DR |
| 04714103C | PPM LLC | | 8900 | | | RESEARCH | DR |
| 02936133 | PREMIERE INVESTMENTS | MANAGEMENT LLC | 3230 | 101 | | PROSPERITY CHURCH | RD |
| 02936134 | PREMIERE INVESTMENTS | MANAGEMENT LLC | 3230 | 202 | | PROSPERITY CHURCH | RD |
| 02901151 | PRO FIT REHAB LLC | | 2315 | 120 | | WEST ARBORS | DR |
| 04713141 | PURI | SATYAPAL | 1913 | 204 | | J N PEASE | PL |
| 04740109 | RACK ROOM SHOES | | 8310 | | | TECHNOLOGY | DR |
| 04740110 | RACK ROOM SHOES | | 8310 | | W | W T HARRIS | BV |
| 02901154 | RAPHA HOLDING COMPANY LLC | | 2315 | 200 | | WEST ARBORS | DR |
| 04713145 | RASSOULI | MOHAMMED | 1909 | 104 | | J N PEASE | PL |
| 04713148 | RASSOULI | MOHAMMED | 1909 | 204 | | J N PEASE | PL |
| 04713164 | RASSOULI | MOHAMMED | 1973 | 201 | | J N PEASE | PL |

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| | | | | | | | |
|----------|------------------------------|----------------------------|----------|-------|--|-------------------|----|
| 04713165 | RASSOULI | MOHAMMED | 1973 | 202 | | J N PEASE | PL |
| 02938131 | REALPLAST LLC | | 3210 | 103 | | PROSPERITY CHURCH | RD |
| 04713184 | RED ROBIN INTERNATIONAL INC | | 8304 | | | KENBROOKE | DR |
| 04740103 | ROHM & HAAS CHEMICALS LLC | % ROHN & HAAS CO | 8901 | | | RESEARCH | DR |
| 02901149 | SANDPIPER ONE | LLC | 2315 | 105 | | WEST ARBORS | DR |
| 02703404 | SBBH INVESTMENTS | LLC | | | | MALLARD CREEK | RD |
| 04713113 | SCARLET | & GRAY LLC | 8310 | E | | MEDICAL PLAZA | DR |
| 02938141 | SECOND CHANCE FINANCIAL LP | | 3230 | 103 | | PROSPERITY CHURCH | RD |
| 02901155 | SELDEN | JOHN S | 2315 | 220 | | WEST ARBORS | DR |
| 02703505 | SGL CARBON MFG LLC | BY MERGER | | | | WILLIAM FICKLEN | DR |
| 04713146 | SHAPIRO | ERIC MITCHELL | 1909 | 201 | | J N PEASE | PL |
| 04713135 | SONSHINE PROPERTIES LLC | | 2114 | | | BEN CRAIG | DR |
| 04713182 | SONSHINE PROPERTIES LLC | | 2110-300 | 300 | | BEN CRAIG | DR |
| 02938105 | SOUTH CENTRAL OIL CO INC | | 3116 | | | PROSPERITY CHURCH | RD |
| 04712111 | SOUTHSTAR HOLDING-NORTH | CHARLOTTE LLC | | | | IBM | DR |
| 02703402 | SOUTHSTAR HOLDINGS-NORTH | CHARLOTTE LLC | 8110 | | | MALLARD CREEK | RD |
| 04713138 | STONERIDGE PROPERTIES LLC | | 1913 | 103 | | J N PEASE | PL |
| 04713131 | STOVAL | SANDRA M | 8420 | 100 | | MEDICAL PLAZA | DR |
| 02901121 | TARA TRACY LLC | | 11010 | | | DAVID TAYLOR | DR |
| 04717131 | TEACHERS INSURANCE & ANNUITY | ASSOCIATION OF AMERICA | 8500 | | | ANDREW CARNEGIE | BV |
| 04738107 | TEACHERS INSURANCE & ANNUITY | ASSOCIATION OF AMERICA | 9327 | | | LEGRANGER | RD |
| 04713160 | TERMINIX SERVICE INC | | 1973 | 101 | | J N PEASE | PL |
| 04713172 | THE BURNS GROUP LLC | | 1977 | 202 | | J N PEASE | PL |
| 04713125 | THE LADON HENDERSON JR REVOC | TRUST AGREEMENT | 8430 | 200 | | MEDICAL PLAZA | DR |
| 02901150 | THE VILLAGE ACADEMY | LLC | 2315 | 115 | | WEST ARBORS | DR |
| 04714119 | TOWNEPLACE MANAGEMENT CORP | | 8710 | | | RESEARCH | DR |
| 02938102 | TRADITION II LLC | ATTN: ELI UNGAR | 3324 | | | PROSPERITY CHURCH | RD |
| 02938128 | TRADITION II LLC | ATTN: ELI UNGAR | | | | PROSPERITY CHURCH | RD |
| 02938129 | TRADITION II LLC | ATTN: ELI UNGAR | | | | PROSPERITY CHURCH | RD |
| 04713132 | TRAN | THOMAS T | 8420 | 200 | | MEDICAL PLAZA | DR |
| 02901148 | UNIVERSITY EQUIPMENT COMPANY | LLC | 2315 | 100 | | WEST ARBORS | DR |
| 02703202 | UNIVERSITY OF N C | ENDOWMENT FUND (TRUSTEE) | 8701 | | | MALLARD CREEK | RD |
| 04735108 | UNIVERSITY OF NC @ CHARLOTTE | BOARD OF TRUSTEES/E/F | 9501 | | | DAVID TAYLOR | DR |
| 04740108 | UNIVERSITY OF NORTH CAROLINA | AT CLT (BOARD OF TRUSTEES) | | | | RESEARCH | DR |
| 04735107 | UNIVERSITY RESEARCH PARK INC | | | | | DAVID TAYLOR | DR |
| 04714113 | W9/LWS CLAUDE FREEMAN LLC | | | | | DAVID TAYLOR | DR |
| 04714117 | W9/LWS CLAUDE FREEMAN LLC | | 9234 | | | DAVID TAYLOR | DR |
| 04713106 | WACHOVIA BANK OF NORTH | CAROLINA N A | | | | MEDICAL PLAZA | DR |
| 02938109 | WEC 99J-51 LLC | %PROPERTY TAX INC #123 | 10515 | | | MALLARD CREEK | RD |
| 04713127 | WILD MALLARD LLC | | 8426 | 100&2 | | MEDICAL PLAZA | DR |
| 04713136 | YARDEN HOLDINGS LLC | | | | | J N PEASE | PL |
| 04713178 | YONKOVIG | MICHAEL J | 1981 | 201 | | J N PEASE | PL |
| 04712101 | YOUNG MEN'S CHRISTIAN | ASSOC OF GREATER CHARLOTTE | 8100 | | | OLD MALLARD CREEK | RD |

A RESOLUTION EXTENDING MUNICIPAL SERVICE DISTRICT #4 FOR THE SOUTH END AREA

WHEREAS, effective July 1, 2000, the City Council of the City of Charlotte defined and established a municipal service district for the South End area after finding that the defined area is in need of promotional services to a greater extent than the remainder of the city pursuant to G.S. 160A-536; and

WHEREAS, G.S. 160A-538 authorizes cities within North Carolina to extend a service district pursuant to the procedure therein prescribed; and

WHEREAS, the City Council of the City of Charlotte deems it desirable to extend the South End area service district for the purpose of promotion, development, and advocacy of its South End urban area and providing services to the district to a greater extent than provided for the remainder of the city; and

WHEREAS, the City Council of the City of Charlotte finds that the area to be annexed to the service district is contiguous to the district, with at least one eighth of the area's aggregate external boundary coincident with the existing boundary of the district, and that the area to be annexed requires the services of the district; and

WHEREAS, the City Council of the City of Charlotte has caused to be prepared a report containing a map of the service district and the adjacent territory, showing the present and proposed boundaries, a statement that the area to be annexed meets the standards set forth in G.S. 160A-538, and a plan for extending services to the area to be annexed, and made the report available for public inspection as provided by G.S. 160A-538(c); and

WHEREAS, the City Council of the City of Charlotte has held a public hearing with public notice and property owner notification given as provided by G.S. 160A-538(d).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, that the parcels listed on Exhibit A attached hereto are annexed to the municipal service district for the South End; and

BE IT FURTHER RESOLVED that this resolution shall be effective on July 1, 2008, which is the beginning of the City of Charlotte's 2008-2009 fiscal year.

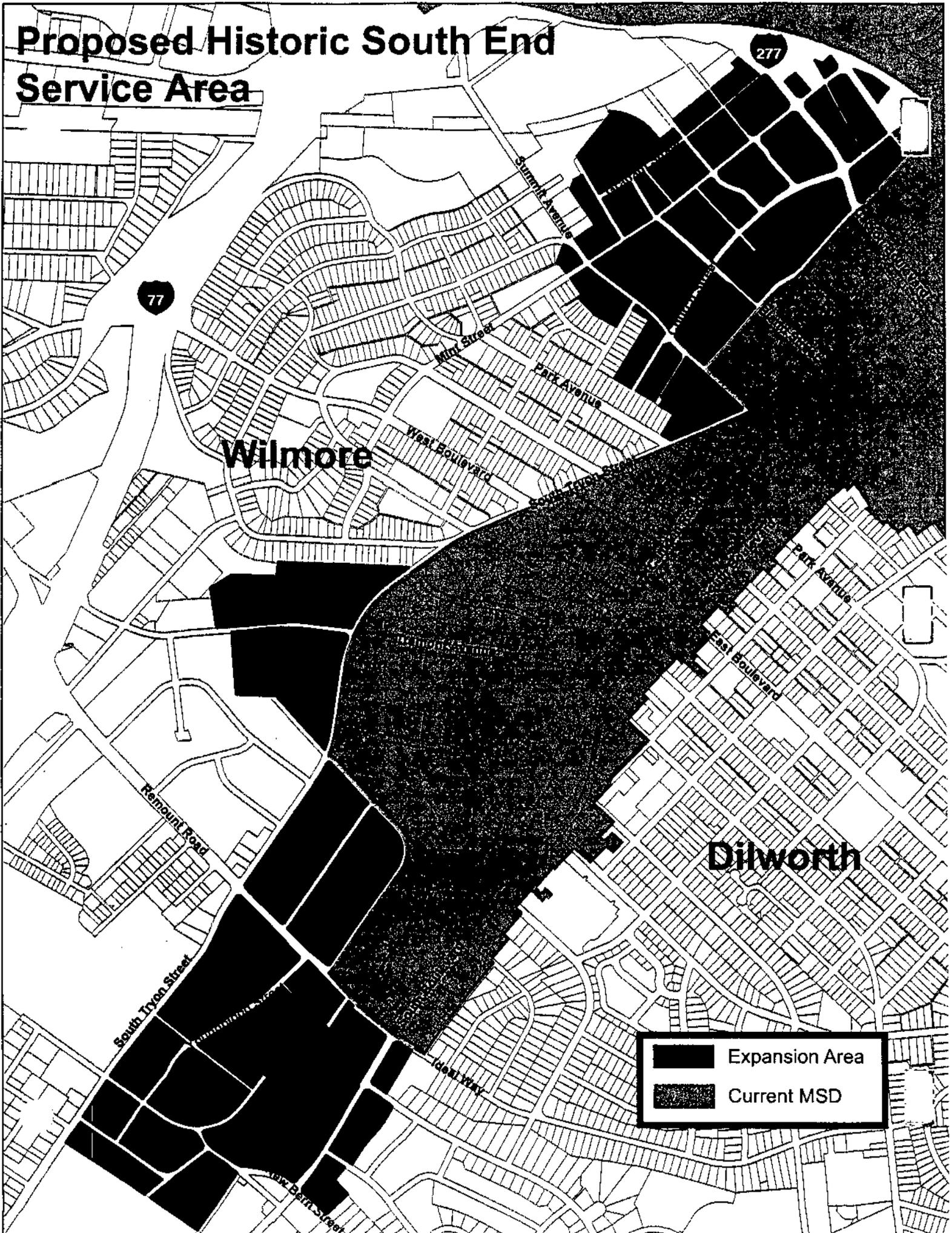
CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (267-275).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CME, City Clerk

Proposed Historic South End Service Area



| | |
|---|----------------|
|  | Expansion Area |
|  | Current MSD |

| TAXID | OWNERLASTN | OWNERFIRST | HOUSE NO | HOUSE UNIT | FLOR SIDR | STNAME | ST TYPE |
|----------|-------------------------------|------------------------|----------|------------|-----------|-----------|---------|
| 07305201 | 135 MOREHEAD APARTMENTS LLC | | 1035 | | S | CHURCH | ST |
| 07306103 | PARKING ASSOCIATES LLC | | 218 | | W | MOREHEAD | ST |
| 07306201 | PEARLMAN | DAVID H | 315 | | W | MOREHEAD | ST |
| 07306204 | LENEAVE | MARSHALL GREGORY | 312 | | | DUNBAR | ST |
| 07306205 | PANTHER PROPERTIES LLC | | 229 | | W | MOREHEAD | ST |
| 07306206 | ANNWILL PROPERTIES LLC | | 225 | | W | MOREHEAD | ST |
| 07306207 | SMITH | SIDNEY | 223 | | W | MOREHEAD | ST |
| 07306208 | PROFESSIONAL BILLING | CORP | 219 | | W | MOREHEAD | ST |
| 07306209 | THEVAOS | SARA H | 217 | | W | MOREHEAD | ST |
| 07306210 | ABDELMESSIH | TAHER A | 205 | | W | MOREHEAD | ST |
| 07306213 | GREENSPON PROPERTIES LLC | | 201 | | W | MOREHEAD | ST |
| 07306214 | 201 MOREHEAD LLC | | 201 | | W | MOREHEAD | ST |
| 07306215 | 201 WEST MOREHEAD GROUP I LLC | | 201 | | W | MOREHEAD | ST |
| 07306216 | 201 WEST MOREHEAD GROUP I LLC | | 201 | | W | MOREHEAD | ST |
| 07306217 | GREENSPON PROPERTIES LLC | | 201 | | W | MOREHEAD | ST |
| 07306301 | UNITED HOUSE OF PRAYER | FOR ALL PEOPLE | 1029 | | S | MINT | ST |
| 07306303 | MECKLENBURG BAPTIST | ASSOCIATONAL BOARD INC | 328 | | W | CARSON | BV |
| 07306304 | TCS PARTNERS LLC | | 320 | | W | CARSON | BV |
| 07306305 | 1016 S CHURCH LLC | | 1016 | | S | CHURCH | ST |
| 07306307 | TCS PARTNERS LLC | | 213 | | | DUNBAR | ST |
| 07306308 | TCS PARTNERS LLC | | 215 | | | DUNBAR | ST |
| 07306309 | FOSTER | CECELIA GARRETT | 217 | | | DUNBAR | ST |
| 07306311 | WEST | CUMI H | 301 | | | DUNBAR | ST |
| 07306312 | IRBY | JESSIE L | 305 | | | DUNBAR | ST |
| 07306314 | UNITED HOUSE OF PRAYER | FOR ALL PEOPLE | | | | DUNBAR | ST |
| 07306315 | UNITED HOUSE OF PRAYER | FOR ALL PEOPLE | 1017 | | S | MINT | ST |
| 07306402 | CURLIN WILLIAM G | (BISHOP/ROMAN CATHOLIC | 304 | | W | PALMER | ST |
| 07306423 | CAROLINA TIME EQUIP CO | INC | 308 | | W | CARSON | BV |
| 07306426 | ALLEN | HENRY | 1115 | | S | MINT | ST |
| 07306428 | JAMES | CHANDLER C | 308 | | W | PALMER | ST |
| 07306429 | ECONOMIDES | CHRIS JR | 1127 | | S | MINT | ST |
| 07308101 | CENTER CITY LLC | | 1213 | | S | MINT | ST |
| 07308102 | CENTER CITY LLC | | 318 | | | QUINCEY | ST |
| 07308103 | SMALL | JO ANN GRIFFIN | 1218 | | S | CHURCH | ST |
| 07308108 | MCMAHON INVESTMENTS LLC | | 301 | | W | PALMER | ST |
| 07308109 | SHUE | COY A | 309 | | W | PALMER | ST |
| 07308115 | CENTER CITY LLC | | 1201 | | S | MINT | ST |
| 07308118 | WOODIE PROPERTIES LLC | | 321 | | W | PALMER | ST |
| 07308202 | BAKER | THOMAS A | 320 | | | LINCOLN | ST |
| 07308204 | CHAMBERS | RUTH C | 1310 | | S | CHURCH | ST |
| 07308206 | STEGALL | GORDON | 1300 | | S | CHURCH | ST |
| 07308217 | BAKER | THOMAS A | 1301 | | S | MINT | ST |
| 07308218 | BAKER | THOMAS ARLEN | 314 | | | QUINCEY | ST |
| 07308301 | AUTO PARTS & SALVAGE CO | INC LITTLE HARDWARE | 1333 | | S | MINT | ST |
| 07308302 | AUTO PARTS & SALVAGE CO | | 332 | | W | BLAND | ST |
| 07308303 | BOB POFFENBARGER LLC | | 332 | | W | BLAND | ST |
| 07308305 | BOB POFFENBARGER LLC | | 300 | | W | BLAND | ST |
| 07308309 | VIVACE ENTERPRISES LLC | | 1320 | | S | CHURCH | ST |
| 07308310 | 1327 MINT STREET LLC | | 309 | | | LINCOLN | ST |
| 07308312 | 1327 MINT STREET LLC | | 1327 | | S | MINT | ST |
| 07308314 | BOB POFFENBARGER LLC | | | | W | BLAND | ST |
| 07309101 | THE BOULEVARD AT 1449 SOUTH | CHURCH STREET, LLC | 1449 | | S | CHURCH | ST |
| 07309102 | BEAM | PAUL H | 1438 | | | WINNIFRED | ST |
| 07309105 | BEAM | PAUL H | 1406 | | | WINNIFRED | ST |
| 07309106 | BALL | ROGER D | 1402 | | | WINNIFRED | ST |
| 07309107 | NFM PROPERTIES LLC | | 1415 | | S | CHURCH | ST |

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| 07310101 | FASSEN HOLDINGS LLC | | 1429 | | S | MINT | ST |
| 07310102 | SMITH | MARGARET C | 1435 | | S | MINT | ST |
| 07310103 | 1445 LLC | | 1445 | | S | MINT | ST |
| 07310105 | SUMMIT AVENUE INVESTORS LLC | | 300 | | W | SUMMIT | AV |
| 07310109 | DICKSON C C CO | | 226 | | W | SUMMIT | AV |
| 07310119 | FLIPPIN | ROBERT K | 1400 | | S | CHURCH | ST |
| 07310126 | BAILEY | ALLEN A | 1412 | | S | CHURCH | ST |
| 07310127 | GRAINGER W W INC | | 1401 | | S | MINT | ST |
| 07314301 | SOUTH PROPERTIES LLC | | 401 | | W | MOREHEAD | ST |
| 07314403 | AOA LEASING CO | | 1028 | | S | MINT | ST |
| 07314404 | PANDYA | JITEN G | 1024 | | S | MINT | ST |
| 07326214 | BELK | BASCOM V JR | 1420 | | S | MINT | ST |
| 07326215 | CHARLOTTE PIPE & FOUNDRY CO | | 1336 | | S | GRAHAM | ST |
| 07326216 | RJS/STS LLC | | 1320 | | S | GRAHAM | ST |
| 07326217 | CONROY | HAL H | 501 | | | PENMAN | ST |
| 07326221 | BURKE MANAGEMENT PROP | LLC | 1220 | | S | GRAHAM | ST |
| 07326222 | BURKE MANAGEMENT PROP | LLC | 1216 | | S | GRAHAM | ST |
| 07326223 | ALBRIGHT PROPERTIES LLC | | 1212 | | S | GRAHAM | ST |
| 07326224 | ALBRIGHT PROPERTIES LLC | | 1208 | | S | GRAHAM | ST |
| 07326225 | ALBRIGHT PROPERTIES LLC | | 1200 | | S | GRAHAM | ST |
| 07326233 | MERRELL & MERRELL LLC | | 1430 | 101 | S | MINT | ST |
| 07326234 | TBH PROPERTIES LLC | | 1430 | 102 | S | MINT | ST |
| 07326235 | TBH PROPERTIES LLC | | 1430 | 103 | S | MINT | ST |
| 07326236 | VISION VENTURES OF CAROLINA | LLC | 1430 | 104 | S | MINT | ST |
| 07326237 | MOTUS DEVELOPMENT LLC | | 1430 | 105 | S | MINT | ST |
| 07326238 | PANTHER- MINT INVESTMENTS | LLC | 1430 | 106 | S | MINT | ST |
| 07326302 | LITTLE HARDWARE CO INC | | 1416 | | S | MINT | ST |
| 07326401 | AUTO PARTS & SALVAGE CO | | 1334 | | S | MINT | ST |
| 07326504 | MCCOY HOLDINGS LLC | | 419 | | | PENMAN | ST |
| 07326505 | MCCOY HOLDINGS LLC | | 1300 | | S | GRAHAM | ST |
| 07326506 | SPRINT COMMUNICATIONS COMPANY | ATTN REAL PROPERTY ACQUIS | | | S | MINT | ST |
| 07326507 | P & A REALTY LLC | | 1300 | 100 | S | MINT | ST |
| 07326508 | C S MINT LLC | | 1300 | 200 | S | MINT | ST |
| 07326509 | BEAN COUNTER INVESTMENTS LLC | | 1300 | 300 | S | MINT | ST |
| 07326510 | BEAN COUNTER INVESTMENTS LLC | | 1300 | 310 | S | MINT | ST |
| 07326511 | WHITEHOPP LLC | | 1300 | 400 | S | MINT | ST |
| 07326512 | STOUT | FITZHUGH L | 1300 | 410 | S | MINT | ST |
| 07326601 | MCCOY | HOLDINGS LLC | 1225 | | S | GRAHAM | ST |
| 07326602 | JOHNSON | J BERNARD | 1224 | | S | MINT | ST |
| 07326603 | JOHNSON | J BERANRD | 1216 | | S | MINT | ST |
| 07326604 | FAGAN | JAMES A | 1212 | | S | MINT | ST |
| 07326605 | WOOD ASSOCIATES LLC | | 1208 | | S | MINT | ST |
| 07326606 | WOOD ASSOCIATES LLC | | 1200 | | S | MINT | ST |
| 07326607 | WOOD ASSOCIATES LLC | | 1201 | | S | GRAHAM | ST |
| 07326611 | MCCOY HOLDINGS LLC | | 1221 | | S | GRAHAM | ST |
| 07326701 | WILLIAMS | ROBERT C. | 418 | | W | PALMER | ST |
| 07326702 | LOWRY | LORETTO D | 418 | | W | PALMER | ST |
| 07326703 | LOWRY | LORETTO D | 416 | | W | PALMER | ST |
| 07326704 | LOWRY | LORETTO D | 412 | | W | PALMER | ST |
| 07326705 | RAMSEY | DAVID H | 1124 | | S | MINT | ST |
| 07326706 | GRIFFIN JIM ROOFING | CO INC | 1120 | | S | MINT | ST |
| 07326707 | DICKERSON REALTY FLORIDA INC | | 1100 | | S | MINT | ST |
| 07326710 | DICKERSON REALTY FLORIDA INC | | | | S | GRAHAM | ST |
| 07326715 | GRIFFIN JIM ROOFING CO | INC | | | S | MINT | ST |
| 07326717 | GRIFFIN | JAMES M | | | S | MINT | ST |
| 07326804 | BALDWIN | S W | 1128 | | S | GRAHAM | ST |
| 07326807 | WALL | CLARENCE W | 1108 | | S | GRAHAM | ST |
| 07327101 | BOULEVARD AT CHURCH AND BLAND | LLC | 1303 | | S | CHURCH | ST |
| 07327103 | BOULEVARD AT 1225 SOUTH CHURCH | LLC THE | 1315 | | S | CHURCH | ST |

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| 07327105 | BOULEVARD AT 1225 SOUTH CHURCH | LLC THE | 1225 | | S | CHURCH | ST |
| 07327107 | WEST | MAURICIO W | 1123 | | S | CHURCH | ST |
| 07327107E | CURLIN WILLIAM G | (BISHOP/ROMAN CATHOLIC | 1123 | | S | CHURCH | ST |
| 07327108 | BOULEVARD AT CHURCH AND BLAND | LLC | 1325 | | S | CHURCH | ST |
| 07327109 | BOULEVARD AT 1225 SOUTH CHURCH | LLC THE | | | S | CHURCH | ST |
| 07327201 | BOULEVARD AT CHURCH AND BLAND | LLC | 280 | | W | BLAND | ST |
| 07327202 | BOULEVARD AT CHURCH AND BLAND | LLC | 276 | | W | BLAND | ST |
| 07327203 | BOULEVARD AT CHURCH AND BLAND | LLC | 272 | | W | BLAND | ST |
| 07327204 | BOULEVARD AT CHURCH AND BLAND | LLC | 268 | | W | BLAND | ST |
| 07327205 | BOULEVARD AT CHURCH AND BLAND | LLC | 264 | | W | BLAND | ST |
| 07327206 | BOULEVARD AT CHURCH AND BLAND | LLC | 260 | | W | BLAND | ST |
| 07327207 | NVR INC | | 254 | | W | BLAND | ST |
| 07327208 | NVR INC | | 250 | | W | BLAND | ST |
| 07327209 | NVR INC | | 246 | | W | BLAND | ST |
| 07327210 | NVR INC | | 242 | | W | BLAND | ST |
| 07327211 | NVR INC | | 238 | | W | BLAND | ST |
| 07327212 | NVR INC | | 234 | | W | BLAND | ST |
| 07327213 | NVR INC | | 230 | | W | BLAND | ST |
| 07327214 | VANWINGERDEN | ART W | 224 | | W | BLAND | ST |
| 07327215 | KENNA | JASON D | 220 | | W | BLAND | ST |
| 07327216 | MTPLEASANT | DANIEL S | 216 | | W | BLAND | ST |
| 07327217 | REISS | KELLY A | 212 | | W | BLAND | ST |
| 07327218 | NEWMAN | JACOBY | 208 | | W | BLAND | ST |
| 07327219 | DAVIS | JAMES C JR | 204 | | W | BLAND | ST |
| 07327220 | COLBERG | THOR R | 680 | | | PENN | ST |
| 07327221 | MILONE | DOUGLAS P | 676 | | | PENN | ST |
| 07327222 | DILORENZO | MARY E | 672 | | | PENN | ST |
| 07327223 | FARRENKOFF | DENISE L | 668 | | | PENN | ST |
| 07327224 | HOLLADAY | MATHEW N | 664 | | | PENN | ST |
| 07327225 | MCCORMICK | BRIAN S | 660 | | | PENN | ST |
| 07327226 | PATEL | MITAL C | 656 | | | PENN | ST |
| 07327227 | CHEN | PEI-CHUN | 652 | | | PENN | ST |
| 07327228 | PETTIT | MELISSA G | 648 | | | PENN | ST |
| 07327229 | ASTROTH | AUGUST A | 644 | | | PENN | ST |
| 07327230 | IRIMIES | BOGDAN | 640 | | | PENN | ST |
| 07327231 | STERLING | RICHARD A | 636 | | | PENN | ST |
| 07327232 | MILLER | JAMES T | 632 | | | PENN | ST |
| 07327233 | HUGHEY | APRIL | 628 | | | PENN | ST |
| 07327234 | MAKEE | SCOTT H | 622 | | | PENN | ST |
| 07327235 | KIM | CHANG G | 618 | | | PENN | ST |
| 07327236 | HENDERSON | RENATA | 614 | | | PENN | ST |
| 07327237 | MIGNANELLI | ANTHONY JOSEPH II | 610 | | | PENN | ST |
| 07327238 | HUNT | BELINDA C | 606 | | | PENN | ST |
| 07327239 | LE | QUOC | 602 | | | PENN | ST |
| 07327240 | BOULEVARD AT CHURCH AND BLAND | LLC | 205 | | | LINCOLN | ST |
| 07327241 | BOULEVARD AT CHURCH AND BLAND | LLC | 209 | | | LINCOLN | ST |
| 07327242 | BOULEVARD AT CHURCH AND BLAND | LLC | 213 | | | LINCOLN | ST |
| 07327243 | BOULEVARD AT CHURCH AND BLAND | LLC | 217 | | | LINCOLN | ST |
| 07327244 | BOULEVARD AT CHURCH AND BLAND | LLC | 221 | | | LINCOLN | ST |
| 07327245 | BOULEVARD AT CHURCH AND BLAND | LLC | 225 | | | LINCOLN | ST |
| 07327246 | BOULEVARD AT CHURCH AND BLAND | LLC | 231 | | | LINCOLN | ST |
| 07327247 | BOULEVARD AT CHURCH AND BLAND | LLC | 235 | | | LINCOLN | ST |
| 07327248 | BOULEVARD AT CHURCH AND BLAND | LLC | 239 | | | LINCOLN | ST |
| 07327249 | BOULEVARD AT CHURCH AND BLAND | LLC | 243 | | | LINCOLN | ST |
| 07327250 | BOULEVARD AT CHURCH AND BLAND | LLC | 247 | | | LINCOLN | ST |
| 07327251 | BOULEVARD AT CHURCH AND BLAND | LLC | 251 | | | LINCOLN | ST |
| 07327252 | BOULEVARD AT CHURCH AND BLAND | LLC | 255 | | | LINCOLN | ST |
| 07327253 | NVR INC | | 261 | | | LINCOLN | ST |
| 07327254 | NVR INC | | 265 | | | LINCOLN | ST |

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|----------|-------------------------------|------------------------|------|----|---|-----------|----|
| 07327255 | FLO | MYRON L | 269 | | | LINCOLN | ST |
| 07327256 | NEWCOMB | THOMAS PERRY | 273 | | | LINCOLN | ST |
| 07327257 | NVR INC | | 277 | | | LINCOLN | ST |
| 07327258 | NVR INC | | 281 | | | LINCOLN | ST |
| 07327259 | MEHRA | ANU | 285 | | | LINCOLN | ST |
| 07327260 | BOULEVARD AT CHURCH AND BLAND | LLC | | | W | BLAND | ST |
| 07327261 | BOULEVARD AT CHURCH AND BLAND | LLC | | | W | BLAND | ST |
| 07327262 | BOULEVARD AT CHURCH AND BLAND | LLC | | | W | BLAND | ST |
| 07327263 | BOULEVARD AT CHURCH AND BLAND | LLC | | | W | BLAND | ST |
| 07327264 | BOULEVARD AT CHURCH AND BLAND | LLC | | | W | BLAND | ST |
| 07327265 | THE BLOCK AT CHURCH STREET | OWNERS ASSOCIATION INC | | | | PENN | ST |
| 07327266 | THE BLOCK AT CHURCH STREET | OWNERS ASSOCIATION INC | | | | PENN | ST |
| 07327267 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | PENN | ST |
| 07327268 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | PENN | ST |
| 07327269 | BOULEVARD AT CHURCH AND BLAND | LLC | | | S | CHURCH | ST |
| 07327270 | THE BLOCK AT CHURCH STREET | OWNERS ASSOCIATION INC | | | | PENN | ST |
| 07327271 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | LINCOLN | ST |
| 07327272 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | LINCOLN | ST |
| 07327273 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | LINCOLN | ST |
| 07327274 | BOULEVARD AT CHURCH AND BLAND | LLC | | | | LINCOLN | ST |
| 11906101 | GENE & GREG LLC | | 527 | | | | |
| 11906103 | VISION VENTURES OF CAROLINA | LLC | 2220 | | S | TRYON | ST |
| 11906104 | NATIONAL RETAIL PROPERTIES LP | | 2200 | | S | TRYON | ST |
| 11906105 | WELLS | JAMESON P | 2100 | | S | TRYON | ST |
| 11906106 | TREMONT ASSOCIATES LLC | | 421 | | W | TREMONT | AV |
| 11906107 | WELLS | JAMESON P | | | S | TRYON | ST |
| 11906313 | HICKS | JOSEPH | | | S | TRYON | ST |
| 11906315 | CITISPACE 3A PARTNERSHIP | | 2030 | A1 | S | TRYON | ST |
| 11906316 | OLSON DEVELOPMENT LLC | | 2030 | A2 | S | TRYON | ST |
| 11906317 | MURRAY ELLISON MURRAY LLC | | 2030 | A3 | S | TRYON | ST |
| 11906318 | WALDEN | CHARLES F SR | 2030 | A4 | S | TRYON | ST |
| 11906319 | CRAWFORD | TIMOTHY P | 2030 | A5 | S | TRYON | ST |
| 11906320 | WILSON PROPERTY HOLDINGS LLC | | 2030 | A6 | S | TRYON | ST |
| 11906321 | 2030 SOUTH TRYON LLC | | 2030 | A7 | S | TRYON | ST |
| 11906322 | SNAKE RIVER DEVELOPMENT LLC | | 2030 | A8 | S | TRYON | ST |
| 11906323 | 2010 SOUTH TRYON LLC | | 2010 | | S | TRYON | ST |
| 11906324 | CRAWFORD | TIMOTHY P | 2010 | | S | TRYON | ST |
| 11906325 | CITILINE, LLC | | 2010 | | S | TRYON | ST |
| 11906326 | CITISPACE 3A PARTNERS | | 2010 | | S | TRYON | ST |
| 11906421 | ADAMS | JOHN JR | 510 | | W | TREMONT | AV |
| 11906422 | DCI PROPERTIES LLC | | 420 | | W | TREMONT | AV |
| 11906423 | HICKS | JOSEPH L | 400 | | W | TREMONT | AV |
| 11906427 | EAGLE TREMONT LLC | | | | W | TREMONT | AV |
| 11906430 | DCI PROPERTIES LLC | | | | W | TREMONT | AV |
| 11908218 | SOUTH MINT STREET LLC | | 1508 | | S | MINT | ST |
| 11908311 | CRIDER | JOHN B | 1512 | | | SOUTHWOOD | AV |
| 11908312 | HARTSELL | RICKIE LEE | 301 | | W | SUMMIT | AV |
| 11908313 | WELCH | BEVERLY S | 317 | | W | SUMMIT | AV |
| 11908314 | WELCH | BEVERLY | 1501 | | S | MINT | ST |
| 11908801 | BADAL | MATTHEW | 1501 | | | SOUTHWOOD | AV |
| 11908827 | B & E INVESTMENTS LLC | | 1550 | | S | TRYON | ST |
| 11908828 | EVANS | ERMAN J JR | 1546 | | S | TRYON | ST |
| 11908829 | EVANS | ERMAN J | 1544 | | S | TRYON | ST |
| 11908830 | EVANS | ERMAN J JR | 1538 | | S | TRYON | ST |
| 11908831 | EVANS | ERMAN J JR | 1532 | | S | TRYON | ST |
| 11908833 | EVANS | ERMAN J JR | 1524 | | S | TRYON | ST |
| 11908834 | BROWN | GAINES EGGAR JR | 1520 | | S | TRYON | ST |
| 11908840 | BROWN | GAINES EGGAR JR | 1520 | | | HARNETT | ST |
| 11908841 | BROWDER INVESTMENTS LLC | | 117 | | W | SUMMIT | AV |

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|----------|--------------------------------|------------------------|--------|-----|---|--------------|----|
| 11908844 | 129 W SUMMIT AVENUE LLC | | 129 | | W | SUMMIT | AV |
| 11908845 | OAKLEY | FRANCES S | 143 | | S | SUMMIT | AV |
| 11908850 | CTS PROPERTIES | | 1508 | | | KEE | CT |
| 11908858 | BREAKING AWAY LLC | | 1514 | 101 | S | CHURCH | ST |
| 11908859 | SRJR LLC | | 1514 | 102 | S | CHURCH | ST |
| 11908860 | BRYANT | TODD | 1514 | 103 | S | CHURCH | ST |
| 11908861 | JVS2 | LLC | 1514 | 104 | S | CHURCH | ST |
| 11908862 | PINCUS | SARALEE | 1514 | 105 | S | CHURCH | ST |
| 11908863 | DOUBLE PAUL LLC | | 1514 | 106 | S | CHURCH | ST |
| 11908864 | DOUBLE PAUL, LLC | | 1514 | 107 | S | CHURCH | ST |
| 11908865 | NVR INC | | 1500 | 1 | S | CHURCH | ST |
| 11908866 | BOULEVARD AT 1500 SOUTH CHURCH | LLC | 1500 | 2 | S | CHURCH | ST |
| 11908867 | RESERVED | | 1530-A | | S | CHURCH | ST |
| 11908868 | RESERVED | | 1530-B | | S | CHURCH | ST |
| 11908869 | RESERVED | | 1530-C | | S | CHURCH | ST |
| 11908870 | RESERVED | | 1530-D | | S | CHURCH | ST |
| 11908871 | RESERVED | | 1530-E | | S | CHURCH | ST |
| 11908872 | RESERVED | | 1530-F | | S | CHURCH | ST |
| 11908873 | RESERVED | | 1530-G | | S | CHURCH | ST |
| 11908874 | RESERVED | | 1530-H | | S | CHURCH | ST |
| 11908875 | RESERVED | | 1530-J | | S | CHURCH | ST |
| 11908876 | RESERVED | | 1530-K | | S | CHURCH | ST |
| 11908877 | RESERVED | | 1530-L | | S | CHURCH | ST |
| 11908878 | RESERVED | | 1530-M | | S | CHURCH | ST |
| 11908879 | RESERVED | | 1540-A | | S | CHURCH | ST |
| 11908880 | RESERVED | | 1540-B | | S | CHURCH | ST |
| 11908881 | RESERVED | | 1540-C | | S | CHURCH | ST |
| 11908882 | RESERVED | | 1540-D | | S | CHURCH | ST |
| 11908883 | RESERVED | | 1540-E | | S | CHURCH | ST |
| 11908884 | RESERVED | | 1540-F | | S | CHURCH | ST |
| 11908885 | RESERVED | | 1540-G | | S | CHURCH | ST |
| 11908886 | RESERVED | | 1540-H | | S | CHURCH | ST |
| 11908887 | RESERVED | | 1540-J | | S | CHURCH | ST |
| 11908888 | RESERVED | | 1540-K | | S | CHURCH | ST |
| 11908889 | RESERVED | | 1540-L | | S | CHURCH | ST |
| 12104201 | HOLLOMAN | CHARLES FRANKLIN JR | 2301 | | | DISTRIBUTION | ST |
| 12104202 | JUELL ENTERPRISES INC | | 2321 | | | DISTRIBUTION | ST |
| 12104203 | CROSS | JOHN M | 2327 | | | DISTRIBUTION | ST |
| 12104204 | PARKER | ADRIAN BRUCE | 2401 | | | DISTRIBUTION | ST |
| 12104205 | VINSON ENTERPRISES INC | | 2503 | | | DISTRIBUTION | ST |
| 12104206 | HAWES CECIL J, G A HAWES | JR & LAURA H WELTON TR | 2519 | | | DISTRIBUTION | ST |
| 12104207 | VINSON ENTERPRISES INC | | 2525 | | | DISTRIBUTION | ST |
| 12104208 | FRANCES INVESTMENTS INC | | 2527 | | | DISTRIBUTION | ST |
| 12104209 | TEAGUE | FLORENCE J | 2518 | | | DUNAVANT | ST |
| 12104211 | LYONS | THOMAS B | 2500 | | | DUNAVANT | ST |
| 12104212 | CORNWELL CONST CO INC | | 2426 | | | DUNAVANT | ST |
| 12104213 | GREENHAWK PROPERTIES LLC | | 2418 | | | DUNAVANT | ST |
| 12104214 | IROQUOIS EQUITY LLC | | 2410 | | | DUNAVANT | ST |
| 12104215 | LYONS | THOMAS B | 2408 | | | DUNAVANT | ST |
| 12104216 | 2322 DUNAVANT STREET LLC | | 2322 | | | DUNAVANT | ST |
| 12104218 | BLUEFISH HOLDINGS LLC | | 2300 | | | DUNAVANT | ST |
| 12104219 | TEAGUE | FLORENCE J | 2504 | | | DUNAVANT | ST |
| 12104220 | PARK ROAD INVESTMENTS LLC | | 2417 | | | DISTRIBUTION | ST |
| 12104301 | 2301 S TRYON ST | | 2301 | | S | TRYON | ST |

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| 12104302 | SIMPSON | KENNETH C | 2311 | | S | TRYON | ST |
| 12104303 | IEC INVESTMENTS LLC | | 2321 | | S | TRYON | ST |
| 12104304 | E J EVANS PROPERTIES LLC | | 2413 | | S | TRYON | ST |
| 12104305 | GROTOPHORST | FRED WALDO | 2421 | | S | TRYON | ST |
| 12104306 | HINSON | ERNEST RAY R/T | 2429 | | S | TRYON | ST |
| 12104307 | SMALL WAREHOUSES LIMITED | PARTNERSHIP | 2511 | | S | TRYON | ST |
| 12104308 | LYONS | THOMAS B | 2513 | | S | TRYON | ST |
| 12104309 | ORR | KENNETH B R/D/T | 2519 | | S | TRYON | ST |
| 12104310 | NORWOOD | JAMES MICHAEL | 2535 | | S | TRYON | ST |
| 12104311 | 316 REMOUNT RD LLC | | 316 | | | REMOUNT | RD |
| 12104313 | B & G LIEBERMAN CO INC | | 2420 | | | DISTRIBUTION | ST |
| 12104314 | B & G LIEBERMAN COMPANY INC | | 2412 | | | DISTRIBUTION | ST |
| 12104315 | KEEN PROPERTIES | LLC | 2400 | | | DISTRIBUTION | ST |
| 12104316 | LILES LIMITED ONE LLC | | 2326 | | | DISTRIBUTION | ST |
| 12104317 | LILES | JOE B | 2322 | | | DISTRIBUTION | ST |
| 12104318 | IEC INVESTMENTS LLC | | 2321 | | | DISTRIBUTION | ST |
| 12104319 | SOUTH END HOLDINGS LLC | | 2300 | | | DISTRIBUTION | ST |
| 12104321 | PS BUILDINGS LTD | | 2500 | A | | DISTRIBUTION | ST |
| 12104322 | 2500 DISTRIBUTION STREET | INVESTORS, LLC | 2500 | B | | DISTRIBUTION | ST |
| 12104323 | 2500 DISTRIBUTION STREET | INVESTORS, LLC | 2500 | C | | DISTRIBUTION | ST |
| 12104324 | DISTRIBUTION STREET INVESTORS | LLC | 2500 | | | DISTRIBUTION | ST |
| 14701173 | GRANT | EDGAR W | 2625 | | S | TRYON | ST |
| 14701174 | GRANT | EDGAR W | 2705 | | S | TRYON | ST |
| 14701175 | ZAGHARI | OSAMA | 2713 | | S | TRYON | ST |
| 14701177 | AFP PROPERTIES II LLC | | 2801 | | S | TRYON | ST |
| 14701178 | DACOSTA | MICHELE SHANE | 2813 | | S | TRYON | ST |
| 14701180 | NORWOOD | JAMES MICHAEL | 2817 | | S | TRYON | ST |
| 14701181 | GURLOV | ALEKSANDR I | 226 | | | FAIRWOOD | AV |
| 14701182 | STERLING DEVELOPMENT COMPANY | BY MERGER | 214 | | | FAIRWOOD | AV |
| 14701184 | MCLEOD ADDICTIVE DISEASE | FOUNDATION INC | 309 | | | REMOUNT | RD |
| 14701185 | TRYON IMPORTS INC | | 2609 | | | | |
| 14701186 | MCLEOD ADDICTIVE DISEASE | FOUNDATION INC | 301 | | | REMOUNT | RD |
| 14701188 | MCLEOD ADDICTIVE DISEASE | FOUNDATION INC | 311 | | | REMOUNT | RD |
| 14701301 | EPMORE INC | | 2941 | | S | TRYON | ST |
| 14701302 | EPMORE INC | | 3108 | | | GRIFFITH | ST |
| 14701303 | ALVERSON | M SYDNEY JR | 3100 | | | GRIFFITH | ST |
| 14701305 | BALOO HOLDINGS LLC | | 217 | | | FAIRWOOD | AV |
| 14701306 | BALOO HOLDINGS LLC | | 225 | | | FAIRWOOD | AV |
| 14701307 | WILLIAMSON | MARTHA MCCLINTON | 2901 | | S | TRYON | ST |
| 14701308 | VAUGHN | CAROLYN ELIZABETH | 2905 | | S | TRYON | ST |
| 14701309 | BELLSOUTH TELECOMMUNICATIONS | INC | 2909 | | S | TRYON | ST |
| 14701310 | H2B PROPERTIES LLC | | 2923 | 100 | S | TRYON | ST |
| 14701311 | PREVETTE OFFICE CONDOMINIUM | LLC | 2923 | 120 | S | TRYON | ST |
| 14701312 | VELOCITOR VENTURES LLC | | 2923 | 140 | S | TRYON | ST |
| 14701313 | KD SOUTH TRYON LLC | | 2923 | 200 | S | TRYON | ST |
| 14701314 | 2923 SOUTH TRYON PARTNERS LLC | | 2923 | 220 | S | TRYON | ST |
| 14701315 | IJAMS PROPERTIES LLC | | 2923 | 240 | S | TRYON | ST |
| 14701316 | REBAS-2923, LLC | | 2923 | 260 | S | TRYON | ST |
| 14701317 | REBAS-2923, LLC | | 2923 | 280 | S | TRYON | ST |
| 14701319 | VELOCITOR VENTURES LLC | | 2923 | 300 | S | TRYON | ST |
| 14701320 | FRYDAY & DOYNE CONDOMINIUM LLC | | 2923 | 320 | S | TRYON | ST |
| 14701321 | FRYDAY & DOYNE CONDOMINIUM LLC | | 2923 | 340 | S | TRYON | ST |
| 14701322 | GNT LLC | | 2923 | 230 | S | TRYON | ST |
| 14701323 | GOOD PLACE, LLC | | 2923 | 250 | S | TRYON | ST |
| 14701401 | JONES | ARTHUR W | 3115 | | | GRIFFITH | ST |
| 14701402 | STEPHENS | JENNIE N | 300 | | | FOSTER | AV |
| 14701403 | MORRISON DEVELOPMENT LLC | | 3101 | | | GRIFFITH | ST |
| 14701404 | STEPHENS | JOHN M III | 308 | | | FOSTER | AV |
| 14701501 | TG&L PROPERTIES LLC | | 224 | | | FOSTER | AV |

| | | | | | | | |
|----------|--------------------------------|-------------------------|------|--|---|------------|----|
| 14701502 | TG&L PROPERTIES LLC | | 216 | | | FOSTER | AV |
| 14701503 | POLITIS | DIMITRIOS N & | 200 | | | FOSTER | AV |
| 14701504 | PARIS | WILLIAM M JR | 106 | | | FOSTER | AV |
| 14701505 | KELLY | GUY W | 3001 | | | GRIFFITH | ST |
| 14701506 | R & H REALTY | | 3009 | | | GRIFFITH | ST |
| 14701507 | ANDUJAR CONSTRUCTION INC | | 3013 | | | GRIFFITH | ST |
| 14701508 | TNT ASSOCIATES LLC | | 3021 | | | GRIFFITH | ST |
| 14701601 | NIVENS | JACK E | 3022 | | | GRIFFITH | ST |
| 14701602 | BOULWARE | ROBERT A | 3000 | | | GRIFFITH | ST |
| 14701603 | ALVERSON | M SYDNEY JR | 2932 | | | GRIFFITH | ST |
| 14701604 | POLITIS | DIMITRIOS N | 2914 | | | GRIFFITH | ST |
| 14701605 | FAGAN | JAMES A | 2900 | | | GRIFFITH | ST |
| 14701606 | MACKS AUTO UPHOLSTERY CO | | 127 | | | FAIRWOOD | AV |
| 14701608 | STERLING DEVELOPMENT COMPANY | | 133 | | | FAIRWOOD | AV |
| 14701611 | STERLING DEVELOPMENT COMPANY | | 209 | | | FAIRWOOD | AV |
| 14701612 | CHARLOTTE LUMBER & MFG CO | | 2923 | | | YOUNGBLOOD | ST |
| 14701613 | CHARLOTTE LUMBER & MFG CO | | 2917 | | | YOUNGBLOOD | ST |
| 14701614 | STERLING DEVELOPMENT COMPANY | | 201 | | | FAIRWOOD | AV |
| 14701701 | C H S CORPORATION | | 2833 | | | GRIFFITH | ST |
| 14701702 | BEAN | BERRY B | 2905 | | | GRIFFITH | ST |
| 14701703 | HURLEY | SUZANNE CAMERON | 2911 | | | GRIFFITH | ST |
| 14701704 | BARRETT GEORGE & RUTH | FAMILY LLC THE | 2915 | | | GRIFFITH | ST |
| 14701705 | CSV REALTY INVESTMENTS LLC | | 2923 | | | GRIFFITH | ST |
| 14701706 | SOUTHEND INVESTMENTS GROUP LLC | | 2935 | | | GRIFFITH | ST |
| 14701707 | FMK PARTNERS, LLC | | 123 | | | | |
| 14701707 | FMK PARTNERS, LLC | | 123 | | | NEW BERN | ST |
| 14701709 | BOTTLING GROUP LLC | % THE PEPSI BOTTLING GP | 2820 | | | SOUTH | BV |
| 14701710 | COLONIAL REALTY LP | | 2800 | | | SOUTH | BV |
| 14701711 | BOTTLING GROUP LLC | % THE PEPSI BOTTLING GP | 2700 | | | SOUTH | BV |
| 14701712 | MCREE FAMILY PROPERTY SOUTH | BLVD LLC | 2620 | | | SOUTH | BV |
| 14701713 | SOUTH END SILOS HOLDING CO | LLC | 2610 | | | SOUTH | BV |
| 14701714 | MCMANEUS | BARBARA F | | | | SOUTH | BV |
| 14701715 | JAMES | ANNETTE P | 2600 | | | SOUTH | BV |
| 14701716 | SOUTH END SILOS HOLDING CO | LLC | 125 | | | REMOUNT | RD |
| 14701718 | MCLEOD ADDICTIVE DISEASE | FOUNDATION | 102 | | | LANCASTER | ST |
| 14701719 | DUKE POWER CO | ATTN: TAX DEPT - PB05B | 201 | | | REMOUNT | RD |
| 14701720 | MCLEOD ADDICTIVE DISEASE | FOUNDATION INC | 145 | | | REMOUNT | RD |
| 14701721 | GRAVE YARD | | | | | REMOUNT | RD |
| 14701722 | MCLEOD ADDICTIVE DISEASE | FOUNDATION INC | 2605 | | | YOUNGBLOOD | ST |
| 14701724 | SOUTH END SILOS LLC | | 121 | | | LANCASTER | ST |
| 14701727 | EPMORE INC | | 200 | | | FAIRWOOD | AV |
| 14701728 | EPMORE INC | | 124 | | | FAIRWOOD | AV |
| 14701729 | STERLING DEVELOPMENT COMPANY | | 114 | | | FAIRWOOD | AV |
| 14701730 | STERLING DEVELOPMENT COMPANY | | 112 | | | FAIRWOOD | AV |
| 14701731 | STERLING DEVELOPMENT COMPANY | | 2832 | | | GRIFFITH | ST |
| 14701739 | SOUTH END SILOS LLC | | | | | LANCASTER | ST |
| 14702120 | BSP/FOSTER LLC | | 101 | | | FOSTER | AV |
| 14702121 | KIMBARK LLC | | 201 | | | FOSTER | AV |
| 14702122 | KIMBARK LLC | | 215 | | | FOSTER | AV |
| 14702123 | GARRIS | BILLY A | 235 | | | FOSTER | AV |
| 14702124 | CORNWELL W D & EVERETTE B | CURLER NO TWO LLC | 305 | | | FOSTER | AV |
| 14702126 | BEAVER | PAUL D & | 3101 | | S | TRYON | ST |
| 14702127 | PUE | ARTHUR JR | 3111 | | S | TRYON | ST |
| 14702139 | GARRIS | BILLY A | 233 | | | FOSTER | AV |
| 14702140 | FABRIX INC | | 231 | | | FOSTER | AV |
| 14702141 | GUTNICK | FRED S | 231 | | | FOSTER | AV |
| 14703101 | BHM PROPERTIES LLC | | 2625 | | | SOUTH | BV |
| 14703201 | MARSH REALTY CO INC | | 2701 | | | SOUTH | BV |
| 14704202 | MARSH REALTY CO INC | | 2823 | | | SOUTH | BV |

**CHARLOTTE, NORTH CAROLINA
CITY COUCIL**

**RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
FOR CONSOLIDATION OF FLEET MAINTENANCE OPERATIONS
BETWEEN THE
CITY OF CHARLOTTE AND MECKLENBURG COUNTY**

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

WHEREAS, the City of Charlotte and Mecklenburg County wish to enter into the attached Interlocal Agreement for Consolidation of Fleet Maintenance Operations (the “Interlocal Agreement”) by which the City of Charlotte will perform fleet maintenance operations for Mecklenburg County in the manner described in the Interlocal Agreement.

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

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

May 12, 2008

Resolution Book 41, Page 277

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of May, 2008, the reference having been made in Minute Book 127, and recorded in full in Resolution Book 41, Pages (276-321).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 15th day of May, 2008.


Brenda R. Freeze, CMC, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE

INTERLOCAL AGREEMENT FOR
CONSOLIDATION OF FLEET MAINTENANCE OPERATIONS

This Interlocal Agreement for Consolidation of Fleet Maintenance Operations is entered into and agreed upon as of May __, 2008, with services to begin on July 1, 2008 (the "Effective Date"), by and between the COUNTY OF MECKLENBURG (the "County"), a political subdivision of the State of North Carolina and the CITY OF CHARLOTTE (the "City"), a municipal corporation organized under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, a number of local government operations in Charlotte and Mecklenburg County have been successfully consolidated such as tax collection, purchasing, planning, elections, community relations, police, utilities, building inspection, animal control, and parks and recreations programs; and

WHEREAS, the City Council and Board of County Commissioners desire to continue functional consolidation in order to improve the accountability and efficiency of local government; and

WHEREAS, the City and County vehicle fleet maintenance operations have been identified as appropriate for a consolidation as set forth herein; and

WHEREAS, the City and the County are authorized to consolidate their respective fleet maintenance operations pursuant to Article 20, Chapter 160A of the General Statutes of Chapter 1170, Session Laws of 1969.

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

1. Purpose

The purpose of this Agreement is to specify the details of the consolidation of Mecklenburg County's Fleet Management Division into the City of Charlotte's Business Support Services Equipment Management Division, to be operated and administered by the City.

2. Exhibit List

The following Exhibits are attached to this Agreement and incorporated into and made hereof by reference:

Exhibit A: Description of the Facility, with parking areas shown

Exhibit A-1: Facility space occupied by County employees

Exhibit A-2: Board of County Commissioners February 19, 2008 Resolution authorizing Exchange of Leasehold Interests with Fiber Mills, LLC.

Exhibit B: List of County equipment to be transferred to the City known as of April 4, 2008. The list will be finalized by mutual written agreement of the County's General Manager and the City's Key Business Executive of Business Support Services.

Exhibit C: List of County equipment to be retained by the County

Exhibit D: List of all contracts, leases or other agreements that would, as of the Effective Date of this Agreement, affect the Transferred Equipment.

Exhibit E: Fleet Service Level Agreement

Exhibit F: County employees to be hired by the City.

Each reference to the Agreement shall be deemed to include all Exhibits.

3. Functions and Facilities to be Consolidated.

The City and County have studied the various functions performed by the County's Fleet Management Division and the City's Equipment Management Division, respectively, and have determined which functions and facilities are to be consolidated under the City's Equipment Management Division and which functions and facilities are to remain with the County. These functions and facilities are as indicated below:

- (a) Functions to remain with Mecklenburg County:
 - a. Administration of the vehicle pool used by County employees traveling on County business;
 - b. Inmate car wash; and
 - c. Administration of the County's Autobell contract for washing County vehicles

- (b) Functions to be consolidated under the City of Charlotte:
 - a. Maintenance and repair of County vehicles;
 - b. Parts, supplies and inventory management relating to County vehicle maintenance, including ordering, expediting, stocking, issuance and managing parts inventory; and
 - c. Administrative services relating to County vehicle maintenance, including but not limited to policies and procedures administration, general management and supervision of personnel, equipment

specifications and preparation, computer services, budgeting, vehicle inspections, vehicle disposal, etc.

Lease of Space for Fleet Maintenance Operations.

- (a) The County agrees to lease to the City for \$1.00 per year for the duration of this Agreement the building located at the current Mecklenburg County fleet maintenance facility, located at 900 W. 12th Street, Charlotte, N.C. 28206, as shown more particularly on **Exhibit A** and including approximately 32,225 square feet of building space (the "Facility"). The City agrees to use the Facility for fleet maintenance-related operations. The parties acknowledge that: (a) County employees will continue to have offices in the Facility in the location shown on **Exhibit A-1**, and will be entitled to park at the Facility; and (b) County Health Department/LUESA can continue to use the outbuilding located on the same site as the Facility for storage and other business purposes; and (c) County employees will have access, use of upstairs office space, and parking privileges, should the need arise. The County shall be allowed ingress and egress for the purposes set forth in the preceding sentence, provided that the County shall be responsible for all environmental or other liabilities associated with such use, and provided further that such use shall not interfere with the City's use of the Facility.
- (b) The County retains ownership of the Facility and the site on which it is located and shall be responsible for all on-going maintenance of the Facility and surrounding grounds. The County shall further remain responsible for all environmental remediation efforts required in connection with the Facility and surrounding grounds, except to the extent such remediation is required due to acts or omissions on the part of the City. The County shall conduct any such remediation in a manner that does not interfere with the City's use of the Facility for providing the services contemplated by this Agreement.
- (c) The County will secure and make available to the City for use by the public and employees of the City in connection with the City's performance of this Agreement approximately 266 parking spaces in the locations shown on **Exhibit A**. Provided, however, the County has the right, without the necessity for obtaining any additional consent from the City, to enter into the leasehold exchange transaction with Fiber Mills, LLC described in the Board of County Commissioners Resolution which is attached as **Exhibit A-2** so long as the lease from Fiber Mills, LLC authorizes the City to use the Location B parking lot which is shown on the Preliminary Site Plan attached to said Resolution. Should the County enter into the authorized leases: (a) during the term of such leases **Exhibit A** shall be deemed amended to reflect the changes in parking locations shown on the Preliminary Site Plan which is a part of **Exhibit A-2**; and (b)

the County shall submit the improvement design plans for both Location A and Location B (as shown on **Exhibit A-2**) to the City for review and comment, and will work within reason to incorporate any suggestions the City may have. The City will have use of all parking spaces referenced in this provision twenty-four (24) hours a day, seven (7) days a week.

- (d) The County will pay all charges for electricity, gas, water, sewer, security and other utilities provided to the Facility.
- (e) Notwithstanding the foregoing, the County shall have the right to sell or lease the Facility and the site on which it is located to a third party upon providing at least fourteen (14) months prior written notice to the City of the intent to sell. Upon the City's receipt of such notice, the parties shall attempt in good faith to agree on: (i) an alternative location for the City to provide fleet maintenance services to the County; and (ii) any changes to this Agreement or any Fleet Service Level Agreement that are reasonably necessary or appropriate due to the change in location. The parties acknowledge that upon sale of the Facility and the site on which it is located, the County will need to provide an equivalent facility or fund a new facility (including moving or replacing all County Retained Equipment as defined in Section 6) if the County intends to continue receiving fleet maintenance services from the City. Absent a signed written amendment to this Agreement to the contrary, this Agreement shall automatically terminate at midnight on the day before the closing date of any sale or lease of the Facility, following notice as provided herein.

5. Equipment to be Transferred To The City.

The County agrees to transfer to City, at no cost to the City, ownership of all equipment identified in **Exhibit B**. That equipment and any equipment that the County subsequently transfers to the City for use in performing this Agreement shall be referred to as the "Transferred Equipment." The City agrees to use the Transferred Equipment for fleet maintenance purposes, subject to the following:

- (a) Replacement Equipment. If the City decides to replace any of the Transferred Equipment with other personal property that will be used in connection with fleet maintenance, the City may sell, lease or otherwise dispose of such Transferred Equipment in any manner as may be permitted under North Carolina law and may retain all proceeds received therefrom. Notwithstanding the foregoing, the City will notify the County in writing of all such transfers, and if the County requests in writing that ownership of such Transferred Equipment be transferred back to the County, the City will do so at no cost to the County, provided that in such event the County will pay all costs associated with removing and relocating the Transferred Equipment.

- (b) Damaged or Obsolete Equipment. If any of the Transferred Equipment becomes damaged or obsolete such that the City no longer desires to use it for fleet maintenance purposes, the City may sell, lease or otherwise dispose of such Transferred Equipment in any manner as may be permitted under North Carolina law and may retain all proceeds received therefrom. Notwithstanding the forgoing, the City will notify the County in writing of all such transfers, and if the County requests in writing that ownership of such Transferred Equipment be transferred back to the County, the City will do so at no cost to the County, provided that in such event the County will pay all costs associated with removing and relocating the Transferred Equipment.
- (c) Transfer Upon Termination. Upon termination or nonrenewal of this Agreement, the City will transfer back to the County ownership of all Transferred Equipment that the City still owns and possesses as of the date of termination, other than Transferred Equipment that is subject to a binding agreement to transfer to a third party. Such transfer will be at no cost to the County, provided that unless the termination is due to a City default under Section 14(c), the County will pay all costs associated with removing and relocating the Transferred Equipment.

The County agrees to execute such bills of sale or other documents as are reasonably requested by the City to transfer ownership of the Transferred Equipment to the City, or to acknowledge or perfect the City's interest in the Transferred Equipment.

6. Equipment to be Retained by the County

- (a) The County hereby leases to the City all fixtures and equipment listed on **Exhibit C** (the "County Retained Equipment") for a cost of \$1.00 per year for the duration of this Agreement.
- (b) The County retains ownership of the County Retained Equipment and shall pay for all on-going maintenance, repair and replacement of the County Retained Equipment. The County shall maintain the County Retained Equipment in proper working order, achieving or exceeding industry standards and avoiding negatively impacting the City's ability to provide fleet maintenance services under this Agreement. The City will be responsible for monitoring the condition of the County Retained Equipment, notifying the County of maintenance needs and coordinating with vendors to have the maintenance and repairs performed.
- (c) The City agrees to use the County Retained Equipment for fleet maintenance purposes. The parties acknowledge that the County Retained Equipment can be used for fleet maintenance purposes on City vehicles.

and that the City will from time to time use its own equipment on other sites to maintain County vehicles.

7. Contracts Affecting the Transferred Equipment.

Attached hereto as **Exhibit D** is a list of all contracts, leases or other agreements that would, as of the Effective Date of this Agreement, affect the Transferred Equipment (the "County Contracts"). The County agrees to take such actions and execute such documents as may be required to assign its rights and obligations under such contracts, leases, or other agreements to the City, provided that the City shall not be required to assume any payment obligations or other financial obligations of the County in connection with such contracts, leases or other agreements. After execution of this Agreement, the County will not execute any additional leases, licenses or other agreements that would affect the use of the Transferred Equipment without the City's written consent, and any such leases, licenses or agreements that are authorized and executed shall be promptly assigned to the City. The City will accept responsibility for any liability associated with each County Contract that arises after such County Contract has been properly assigned and transferred to the City, provided that in event such liability or fine was caused in whole or in part by the County, liability shall be apportioned between the City and the County based on each party's respective share of the fault.

8. Establishment of Service Levels.

- (a) Services (and the levels of service) to be provided by the Charlotte Equipment Management Division to the County will be established by an annual agreement between the Key Business Executive of the City's Business Support Services Key Business and the General Manager for Mecklenburg County (the "Fleet Service Level Agreement" or "Fleet SLA"). The initial Fleet Service Level Agreement, which shall be effective through June 30, 2009, is attached as **Exhibit E**.
- (b) Annual changes to the Fleet SLA will follow the process below:
 1. Annually on or before January 1 of each year, the Key Business Executive of the City's Business Support Services Key Business will provide to the County a description of the fleet services the City proposes to provide the County in the upcoming fiscal year (the "Proposal"). The Proposal will include a preliminary estimate of projected costs for the City to provide fleet services to the County for the upcoming fiscal year, and any proposed changes to the existing Fleet SLA.
 2. On or before February 1 of each year, the County will notify the City of any requested changes to the Proposal for the upcoming fiscal year (which changes may consist of adding or subtracting services or changing service levels based on changes to the County's fleet for the upcoming year).

3. Within thirty days after receipt of the County's requested changes to the Proposal, the Key Business Executive of the City's Business Support Services Key Business will notify the County General Manager of the projected monthly cost of providing fleet maintenance services for the upcoming fiscal year.
4. In the event the City and County cannot agree on changes to the fleet services or services levels for the upcoming fiscal year by April 15: (a) the City will continue providing the same fleet services at the same service levels that it provided to the County during the prior fiscal year, and (b) the City will bill the County pursuant to Section 8 for the actual costs incurred by the City in providing such services, including such adjustments as may be necessary to reflect any increase or decrease in the City's labor costs associated with performance this Agreement (including without limitation all wages, insurance and other benefits).

9. Payment by the County.

- (a) Beginning on the Effective Date of this Agreement, the City shall bill the County, by the tenth (10th) day of each month, the actual costs incurred by the City during the preceding month in performing services under this Agreement. Such actual costs include, without limitation, all parts, supplies, material and labor costs incurred by the City in performing and administering this Agreement (including without limitation all wages, insurance and other benefits). The County shall pay such invoice by the later of: (a) twenty days after receipt of the invoice; or (b) the last day of the month in which the invoice was received. While the City will attempt to identify and bill such actual costs on a monthly basis, it is possible that some costs may be billed more than a month after they were incurred, and some costs (including for example costs that the City pays on an annual basis) may be carried over and billed to the County on an annual basis pursuant to Subsection (c) below.
- (b) If the County has a question about any invoice, the County will contact the City and diligently attempt to resolve it within the payment period specified above. If the parties are unable to resolve the dispute within 30 days of the County's receipt of the invoice, they will follow the dispute resolution procedures set forth in Section 16 of this Agreement, and the County will pay all undisputed amounts of the invoice within the payment period set forth in subsection (a) above.
- (c) The cost of fleet maintenance services provided by the City for the benefit of the County shall be reconciled following the end of each fiscal year. Each year, the County will send the City a copy of the County's

memorandum to County staff regarding the County's fiscal year financial closing procedures (the "Closing Report"). Within the time period specified in the Closing Report (which shall at a minimum be at least thirty days after the Closing Report is provided to the City), the City shall submit to the County a schedule showing the cost of fleet maintenance services provided to the County for the fiscal year. In the event the City's cost of providing fleet maintenance services during the fiscal year exceeds the amount paid by the County for the fiscal year, the County will pay such deficiency by the later of: (a) sixty (60) days after receipt of the reconciliation schedule from the City as referenced above; or (b) December 31 of the year in which the reconciliation schedule was provided (such later date being the "Settlement Due Date"). In the event the amount paid by the County for the year exceeds the City's cost of providing fleet maintenance services for the year, the City will refund such overpayment to the County by the Settlement Due Date. Settlement amounts as finally mutually determined to be due, but not paid as of the Settlement Due Date, shall be assessed interest from the Settlement Due Date at the average rate of investments placed by the governmental unit due the settlement amount during the period from the Settlement Due Date until the payment date.

- (de) City financial records pertaining to the fleet maintenance services provided by the Equipment Management Division to the County will be available for review by the County Director of Finance, or his or her designee, on the premises of the City Finance Department during regular business hours.

10. Personnel.

As of the Effective Date of this Agreement, the employment of the County employees listed on **Exhibit F** (the "Former County Employees") shall terminate with the County and all said employees shall become City employees consistent with the following principles:

- (a) Classification and Compensation
These Former County Employees will be assigned to such jobs as the City may require, provided that the City will attempt to assign the Former County Employees to jobs that are the same or similar to the jobs they held with the County. The City will compensate the Former County Employees consistent with the City's pay plan. The salary of the Former County Employees with the City immediately after the consolidation will not be less than their salary with the County immediately prior to the consolidation.
- (b) Merit Decisions
Upon consolidation, the Former County Employees will follow the merit schedule and merit guidelines for the City pay plan to which they are assigned.

(c) Benefits Decisions

All service time of the Former County Employees will transfer for retirement, tenure, and benefits eligibility purposes. Former County Employees will be exempt from any coverage limitations associated with pre-existing health conditions. Future benefits will be consistent with the City's benefit plans.

All sick and vacation leave for Former County Employees will be transferred. After the consolidation, sick and vacation time accrual will be administered according to the City's benefit plan.

(d) Application of City Personnel Policies

The City's human resources policies will apply to the Former County Employees upon date of transfer. Personnel decisions that use service time as a consideration will count Former County Employees' service time with the County as time served with the City. Former County Employees will not be subject to a probationary period upon consolidation.

11. Resolution of Concerns and Administrative Details.

The Key Business Executive of the City's Business Support Services Key Business and the County's General Manager shall be authorized to resolve such administrative details as may arise in implementing the consolidation contemplated by this Agreement to the extent not inconsistent with this Agreement.

12. Responsibility for Claims.

The County will be solely responsible for any and all claims and actions arising from its operation of the County fleet maintenance operations on an occurrence basis before the Effective Date of this Agreement, including but not limited to claims by third parties as well as claims by County employees or former County employees arising out of their employment with the County. The City will be solely responsible for any and all claims and actions arising from the operation of the consolidated City Equipment Management Division on an occurrence basis from and after the Effective Date of this Agreement, including but not limited to claims by third parties as well as claims by Former County Employees who are employed by the City and arising out of their employment with the City. Each agrees to indemnify and hold the other harmless with respect to the claims for which it is responsible.

Notwithstanding the forgoing: (a) the County will be responsible for maintaining property insurance on the Facility and the County Retained Equipment, and (b) the City will be responsible for maintaining property insurance on the Transferred Equipment and all other City equipment located on site at the Facility.

In the event the amount Risk Management charges the City's Business Support Services Key Business increases due to the work taken on under this Agreement, the parties acknowledge that

such increase will be passed along to the County either (i) as part of the annual reconciliation under Section 9(c) or (ii) as part of the actual billing of monthly costs under Section 9(a).

13. Term of Agreement.

This term of this Agreement shall commence on the Effective Date, and shall continue for a five year term through July 1, 2013 unless otherwise terminated in accordance with Section 14. Beginning on July 1, 2013, this Agreement shall be automatically renewed for a one year term on July 1 of each year unless one party gives the other a written notice of nonrenewal at least fourteen (14) months prior to the upcoming July 1 renewal date. Notices of nonrenewal shall be provided to the office of the Manager of the governmental unit to which the notice is directed.

14. Termination.

- (a) Sale of Facility. Unless the parties execute an amendment to the contrary, this Agreement shall automatically terminate at midnight on the day before the closing date of any sale or lease of the Facility.
- (b) Termination By Mutual Consent. The parties may terminate this Agreement at any time by mutual consent under such terms as may be agreed to in writing by the City Manager and County Manager.
- (c) Breach. Either party may terminate this Agreement for default in the event the other party materially breaches this Agreement or the Master Fleet Service Level Agreement and fails to cure such failure within six (6) months after receipt of written notice from the non-breaching party. If the City terminates this Agreement for a County default, the County shall reimburse the City or all costs reasonably incurred by the City as a result of such early termination (including without limitation the cost of equipment, labor, utilities, etc. that were secured to provide services to the County and are not needed for other purposes), and the City shall use reasonable efforts to mitigate and minimize such costs. If the County terminates this Agreement for a City default, the City shall reimburse the County for the reasonable transition costs incurred by the County in switching to another service provider, provided that such costs shall not include any increase in the cost of service that the County will have to pay the new service provider over and above the costs that would have been charged by the City. The parties agree that failure to pay under this Agreement shall constitute a material default within the meaning of the preceding sentence, and that notwithstanding the forgoing, the cure period for a nonpayment default shall be sixty (60) days instead of six (6) months.
- (d) Transferred Equipment. Upon termination of this Agreement pursuant to Sections 14(a), 14(b) or 14(c), or due to either party electing nonrenewal under Section 13, the City will transfer back to the County ownership of all Transferred Equipment that the City still owns and possesses as of the date of termination, other than Transferred Equipment that is subject to a binding

agreement to transfer to a third party. Such transfer will be at no cost to the County, provided that unless the termination is due to a City default under Section 14(c), the County will pay all costs associated with removing and relocating the Transferred Equipment.

- (e) Excuse. Notwithstanding the forgoing, each party shall be excused from any breach of this Agreement or any Fleet Service Level Agreement to the extent such failure is caused by the other party's failure to comply with this Agreement or any Fleet Service Level Agreement, or by other acts or circumstances outside the breaching party's reasonable control, including without limitation, fire, flood, earthquake, hurricane, tornado, lightning or other acts of God, war, terrorism, riots, civil disorders, strikes, lockouts, court order. A breach excused by this Section shall not be grounds for termination for default. Notwithstanding the forgoing, this Section shall not excuse a breach by nonpayment.

15. Service Parameters

- (a) Exclusivity. The City will have the exclusive right to manage fleet management services in collaboration with the County and departmental fleet coordinators.
- (b) Vehicle Assignment and Responsibility. The County will assign vehicles to its internal user departments and the County departments will have ultimate responsibility for the vehicles.
- (c) Vehicle Replacement Program. The County will adhere to its vehicle replacement program schedule to achieve and maintain an average vehicle age of not greater than six (6) years. The parties acknowledge that if the average vehicle age varies from the target the cost of maintenance will vary as well. Acknowledging that industry standards or other conditions may change over time, the County General Manager and the City's Key Business Executive of Support Services may change the target average vehicle age set forth in this provision by mutual written consent.
- (d) Other Facilities. The City shall have the right but not the obligation to assign the maintenance of County vehicles to facilities other than the Facility as deemed necessary and appropriate by the City to best fulfill the repair need(s).
- (e) Ongoing Notification of Changes. The County will advise the City of actual and contemplated changes in the size and composition of its fleet annually as part of the budget forecast, and will be responsible for any associated changes or adjustment of the service fees and rates charged by the City to accommodate the change.

16. Dispute Resolution

All disputes and differences that may arise between the City and the County with respect to any matters relating to this Agreement will be resolved in accordance with the dispute resolution procedures set forth below.

Step 1: The first step in resolving a dispute will be to be to present it in writing to the Key Business Executive of the City's Business Support Services Key Business (the "BSS KBE") and the County's General Manager (the "Dispute Notice"). Upon receipt of a Dispute Notice, the City's BSS KBE and the County's General Manager will promptly meet and in good faith, recognizing the City's and County's mutual interests, attempt to reach a just and equitable solution which is acceptable to both parties.

Step 2: If the City's BSS KBE and the County's General Manager do not resolve the dispute within thirty days after the date of the original Dispute Notice, then they shall forward the Dispute Notice to the City Manager and County Manager. The City Manager and County Manager will promptly meet and in good faith, recognizing the City's and County's mutual interests, attempt to reach a just and equitable solution which is acceptable to both parties.

17. Designee

Any action or consent under this Agreement that is required to be made by the County's General Manager or the City's Key Business Executive of Business Services can be made by their respective designees.

18. Amendments.

Any amendments to this Agreement must be in writing, approved by the City Council and the Board of County Commissioners and signed by the Mayor of the City and the Chairman of the Board of County Commissioners, provided that the County Manager and the City Manager are authorized to execute amendments to this Agreement making changes to: (a) Sections 3, 4, 5, 6, 8(b), 9, 10, 12, 13 and 14 of this Agreement; and (b) any or all of the exhibits to this Agreement.

19. Limitation of Liability

To the extent permitted by law, **neither party shall be liable to the other party for consequential, indirect, special damages or lost profits** in connection with any matters relating to this Agreement.

20. 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.

Executed as of the day and year first above stated by authority duly granted by the Charlotte city Council and the Mecklenburg County board of commissioners.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

Mayor

Chairman, Board of Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk to the Board

Approved as to form:

County Attorney

May 12, 2008
Resolution Book 41, Page 291

Exhibit A-1

To be Provided

EXHIBIT A-2

**MECKLENBURG COUNTY
BOARD OF COMMISSIONERS
RESOLUTION AUTHORIZING EXCHANGE OF LEASEHOLD INTERESTS
WITH FIBER MILLS, LLC**

WHEREAS, Mecklenburg County is the owner of Tax Parcel 07842512 at 900 W. 12th Street, a portion of which includes a paved parking lot (Location A); and

WHEREAS, Fiber Mills, LLC is the owner of Tax Parcel 07842501 at 1000 Seaboard Street, a portion of which is planned to include an outdoor amphitheater and a portion of which includes a paved parking lot (Location B); and

WHEREAS, the developers of the NC Music Factory on the site of 1000 Seaboard Street have requested use of a portion of adjacent County-owned land at the Mecklenburg County Fleet Facility (Location A) for the purpose of building an amphitheater for the NC Music Factory; and

WHEREAS, Fiber Mills, LLC is willing to provide a portion of Tax Parcel 07842501 (Location B) for the use of Mecklenburg County as a parking lot to replace the parking spaces displaced by the amphitheater; and

WHEREAS, Mecklenburg County and Fiber Mills, LLC have mutually agreed to exchange leasehold interests consistent with the following business terms:

| | |
|---------------------------------|---|
| Location A | 900 W. 12 th Street (Mecklenburg County) |
| Location B | 1000 Seaboard Street (Fiber Mills, LLC) |
| Total Square Footage (A) | Approx. 15,578 SF (Mecklenburg County) |
| Total Square Footage (B) | Approx. 17,757 SF (Fiber Mills, LLC) |
| Date of Occupancy | Location A shall not be occupied for improvement by Fiber Mills, LLC until satisfactory improvements for the purpose of secured parking at Location B have been completed and occupied by Mecklenburg County. Improvements to Location B by Fiber Mills, LLC shall include any additional parking required by Mecklenburg County due to the temporary displacement of parking spaces needed for construction at Location A. |
| Lease Term | Ten (10) Years |
| Base Lease Rate | \$1 |
| Cancellation | Mecklenburg County reserves the right to cancel the lease at any time during the term of the lease with one hundred eighty (180) days notice to Fiber Mills, LLC. In the event of a cancellation, Fiber Mills, LLC shall return Location A to original or better condition. |
| Leaseholder Improvements | Fiber Mills, LLC shall provide at least the same number of parking spaces at Location B, that will be displaced by the construction of an amphitheater at Location A, including provision of parking spaces that are temporarily displaced by the need for construction staging space beyond the boundaries of Location A. The parking spaces shall be secured by fencing and a gate equal to or better than that currently securing the County property. |

Any and all improvements by Fiber Mills, LLC to the existing parking lot at Location A and any area beyond the boundaries of Location A

that are disturbed by construction activity, shall be completed in a manner that is equal to or better than existing conditions, including but not limited to subsurface utility/infrastructure systems, paving, parking striping, surface water drainage, electrical power, lighting, and landscaping.

Any and all improvements by Fiber Mills, LLC to the existing parking lot at Location B to make it ready for occupancy by Mecklenburg County shall be completed in a manner that is equal to or better than existing conditions at Location A.

Mecklenburg County has identified the presence and approximate location of below grade asbestos, which has been previously encapsulated with fill soil and asphalt paving. Mecklenburg County is currently in the process of formulating a plan to submit to the North Carolina Department of Environment and Natural Resources (NCDENR) for further encapsulation of some areas in Location A, as well as recording a map showing the location of the material. Fiber Mills LLC shall be responsible for coordinating with NCDENR for the proper handling and disposal of any hazardous materials associated with the improvements of Location A, shall be responsible for fulfilling the NCDENR requirements for Location A that were previously the responsibility of Mecklenburg County, and shall provide all related final documentation to Mecklenburg County.

Fiber Mills, LLC shall submit improvement design plans for both Location A and Location B to the Mecklenburg County Real Estate Services Department for review and approval, prior to proceeding with construction of improvements for the purpose of compliance with the lease agreement.

Fiber Mills, LLC shall comply with all laws of the State of North Carolina and the Federal Government in the construction of improvements of Location A and Location B.

Miscellaneous

Fiber Mills, LLC shall be responsible for all legal and administrative costs associated with preparation and execution of the lease agreements, plus a lump sum administrative fee of \$2,000 payable to Mecklenburg County for staff time.

WHEREAS, pursuant to G.S. 160A-271 the Board of Commissioners has determined that it would be in the public interest for it to agree to the arrangement proposed by Fiber Mills, LLC; now, therefore, be it

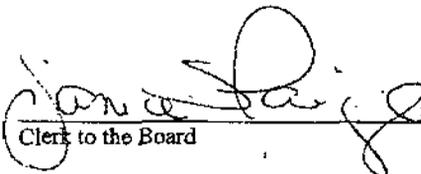
RESOLVED that the Mecklenburg County Board of Commissioners does hereby approve an exchange of leasehold interests with Fiber Mills, LLC, owner of Tax Parcel 07842501, as described above, and authorizes and directs the County Manager, or his designee, to negotiate and execute a formal exchange agreement with Fiber Mills, LLC consistent with the business terms outlined above.

Adopted the 19th day of February, 2008.

Approved as to Form:

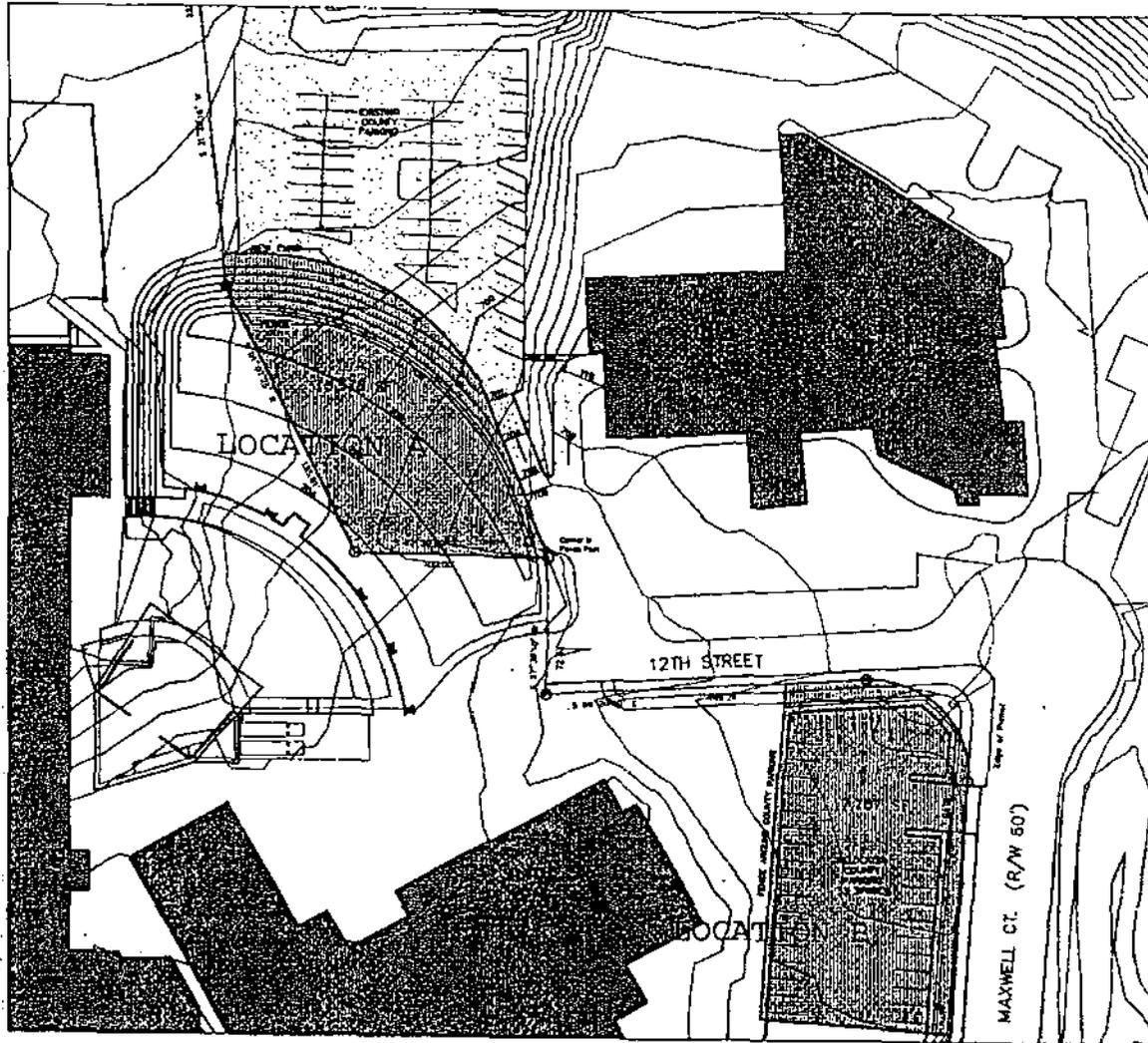


County Attorney



Clerk to the Board

(SEAL)



ARK GROUP
MECKLENBURG COUNTY
PROPOSED REAR STAGE EXPANSION
PRELIMINARY SITE PLAN
NOVEMBER 5, 2007
SCALE: 1"=60'-0"



MISTRI HARDAWAY ARCHITECTS

| NAME/TYPE OF EQUIPMENT | NUMBER OF PIECES | OWNERSHIP TO REMAIN WITH COUNTY | PROPERTY TO BE TRANSFERRED TO CITY |
|---|------------------|---------------------------------|------------------------------------|
| ¼" Air Ratchets | 2 | | City |
| ½" Air Wrenches | 3 | | City |
| 12' Step Ladder | 1 | | City |
| 12-Ton Air/Manual Bottle Jack | 1 | | City |
| 2" Combination Wrench | 1 | | City |
| 2-Ton Air Bottle Jack | 2 | | City |
| 3 ½ Ton Floor Jack | 2 | | City |
| 3/8" Ratchets | 6 | | City |
| 3' Step Ladder | 1 | | City |
| 4.61 Cam Install Kit | 1 | | City |
| 4' Jack Stands | 2 | | City |
| 4' Step Ladder | 1 | | City |
| 4-step Ladder | 1 | | City |
| 5' Jack Stands | 3 | | City |
| 5-Ton Floor Jack | 2 | | City |
| 6' Step Ladder (Fiberglass) | 1 | | City |
| 6' Step Ladder (Wood) | 1 | | City |
| A/C Flush Gun | 1 | | City |
| A/C Pulley Tools | 1 | | City |
| A/C System Vacuum Pump | 1 | | City |
| Acetylene Torch | 1 | | City |
| Air Chisel | 1 | | City |
| Air Drills | 5 | | City |
| Air Hoses | 12 | | City |
| Air Tanks | 2 | | City |
| Alignment Machine | 1 | | City |
| Axle Sockets | 17 | | City |
| Bar 90 Machine (Hamilton) | 1 | | City |
| Battery Boosters | 3 | | City |
| Battery Cart | 1 | | City |
| Battery Charger | 6 | | City |
| Benches | 21 | | City |
| Bolt Cutter | 2 | | City |
| Brake Cleaning Vat (w/ Cleaning Solvent) | 1 | | City |
| Brake Cleaning Vat (w/ Water-based Solvent) | 2 | | City |
| Bubble Gum Machine | 1 | | City |
| Bushing Tool Set | 1 | | City |
| Butterfly 3/8 Drive Ratchets | 8 | | City |
| Calculators | 6 | | City |
| Caliper Tool | 1 | | City |
| Candy Machine | 1 | | City |
| Carburetor Cleaner Basket & Container | 1 | | City |
| Carts | 21 | | City |
| Chairs | 51 | | City |
| Chest Drawer | 1 | | City |
| Circular Saw | 1 | | City |
| Clocks | 11 | | City |
| Coat Rack | 1 | | City |
| Computer Chairs | 8 | | City |
| Computer Desks | 11 | | City |
| Computer Printer - Aficio - IKON Device | 1 | | City |

| | | | |
|--|----|--|------|
| Computer Printer - Color LaserJet 4730 mfp - IKON Device | 1 | | City |
| Computer Printer - Deskjet 5650 - State Inspection Machine | 1 | | City |
| Computer Printer - Deskjet 6540 - MY4A43P0H3 | 1 | | City |
| Computer Printer - Deskjet 895cxi - SG9311V2T7 | 1 | | City |
| Computer Printer - Deskjet 940c - MX18P6D1Z0 | 1 | | City |
| Computer Printer - Deskjet 940c - MY23T6827R | 1 | | City |
| Computer Printer - Deskjet 940c - MY23T6828G | 1 | | City |
| Computer Printer - Laserjet 5 - USHC039053 | 1 | | City |
| Computer Printer - PSC2355 Model-SDGOB-040_02 - MY55JF11PT | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex 745 / 1704FPT - 6D190F1 / CN0Y4299716185NCCBX7 | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex 745 / 1704FPT - 8D190F1 / CN0PM372728727821T9S | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex 745 / 1704FPT - FD190F1 / CN0PM372728727813M61 | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex 745 / 1704FPT - FXZ2SD1 / CN0Y42997161855EBAS1 | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex GX620 / 1704FPT - 3K7GJ81 / CN0Y42997161858CCC62 | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex GX620 / 1704FPT - 8L76J81 / CN0Y42997161858CCC5V | 1 | | City |
| Computer - Dell PC/Monitor - Optiplex GX620 / 1704FPT - JH7GJ81 / CN0Y42997161858CCC6T | 1 | | City |
| Conference Tables | 2 | | City |
| Creepers | 11 | | City |
| CV Boot Tool | 1 | | City |
| Dash Gauge Tester | 1 | | City |
| Dent Puller Kit | 1 | | City |
| Desks | | | City |
| Diesel Fuel Container | 1 | | City |
| Digital Camera | 1 | | City |
| Dodge Water Pump/Fan Tool | 1 | | City |
| Drain Containers | 14 | | City |
| Drain Pans | 10 | | City |
| Drill Bits | 1 | | City |
| Drill Press | 1 | | City |
| Drills | 4 | | City |
| Drum & Disc Lathe | 1 | | City |
| Drum Calibration Tool | 1 | | City |
| Dual Halogen Light Assembly & Stand | 2 | | City |
| Dual Light Systems | 2 | | City |
| Dyno | 1 | | City |
| Engine Hoist | 1 | | City |
| ESP Inspection Machine | 1 | | City |
| Exhaust Pipe Cutter | 2 | | City |
| Extension Cords | 12 | | City |
| Extension Ladder | 1 | | City |
| Fan Clutch Tool Kit | 1 | | City |
| Floor Headlight Aimer (Symtech) | 1 | | City |
| Floor Jack 4-Ton | 1 | | City |
| Floor Press | 1 | | City |

| | | | |
|--|---------------|--|------|
| Floor Stand w/Grinder | 1 | | City |
| Focus Timing Belt Tools | 1 | | City |
| Freon Leak Tester | 1 | | City |
| Fuel Pressure Testers | 2 | | City |
| Fuel Removal Pump | 1 | | City |
| Funnel | 1 | | City |
| FWD Hub and Bearing Tool Kit | 1 | | City |
| GM Single Spring Tool (Rear) | 1 | | City |
| Grease Guns | 3 | | City |
| Grinder Wheel Dresser | 1 | | City |
| Grinder Wheels | 3 | | City |
| Hammer | 1 | | City |
| Hand Truck | 1 | | City |
| HD Grinder | 1 | | City |
| HD Torque Wrench | 1 | | City |
| Headlight Aimers & Accessories | 1 | | City |
| Heavy Duty Impact Wrench | 2 | | City |
| Heavy Duty Rear Wheel Dolly | 1 | | City |
| Heavy Duty Sockets | 1 | | City |
| Heavy Duty Truck Lifts | 3 | | City |
| Heavy Duty Wheel Dolly | 1 | | City |
| High Sped Die Grinder | 7 | | City |
| Hydraulic Rivet Gun Kit | 1 | | City |
| Ice Machine | 1 | | City |
| Individual Shop Fans | 25 | | City |
| Jack Stands | 29 | | City |
| Joint Separator | 1 | | City |
| Key Code Books | 11 | | City |
| Key Cutter (Electric in need of repairs) | 1 | | City |
| Key Cutter (Electric) | 1 | | City |
| Key Cutter (Hand-held) | 2 | | City |
| Large Quantity Drain Container (Oil) | 1 | | City |
| Large Rivet Gun | 1 | | City |
| Lightweight Floor Jack | 1 | | City |
| Lock Out Tool Kit | 1 | | City |
| Mac Blaster (Decal Remover) | 1 + 6 Erasers | | City |
| MacPherson Strut Compressor | 1 | | City |
| Master Tech Scanner w/Cart | 1 | | City |
| Mechanic Creepers | 1 | | City |
| Micrometer (metric) | 1 | | City |
| Micrometer (standard) | 1 | | City |
| Miller Welder | 1 | | City |
| Mini Torque Wrench | 1 | | City |
| Miter Saw | 1 | | City |
| Motor Stand | 2 | | City |
| Multi-Meters | 2 | | City |
| Multiple Service Repair Manuals | 1 | | City |
| Non-direction Rotor Tool | 1 | | City |
| OBDII Vehicle Inspection System | 1 | | City |
| OTC Scanners w/Carts | 2 | | City |
| Parts and Labor Guides | 7 | | City |
| Parts Cleaning Vats | 2 | | City |
| Plastic Repair Kit | 1 | | City |
| Polaroid Camera | 1 | | City |
| Polisher Equipment | 1 | | City |

| | | | |
|--|----|--|------|
| Porta Power (Fender Molding Machine) | 1 | | City |
| Portable Compressor w/Cart | 1 | | City |
| Product Reels (Trans, Oil, Antifreeze, Gear Lube, Air) | 1 | | City |
| R-12 Refrigerant Machine | 1 | | City |
| R134A A/C Gauges | 1 | | City |
| R-134A Refrigerant Machine | 2 | | City |
| Radiator Adaptors for Pressure Tester | 3 | | City |
| Rear Axle Bearing Removal Tools (Automotive) | 1 | | City |
| Reels (Hydraulic & Air) | 85 | | City |
| Robinair Coolant Flush Machine | 1 | | City |
| Safety Goggle | 1 | | City |
| Safety Kleen | 1 | | City |
| Screw Extractor Kit | 1 | | City |
| Shop Air Compressors | 3 | | City |
| Shop Drop Lights | 26 | | City |
| Shop Vacuum | 1 | | City |
| Sledge Hammer | 1 | | City |
| Snack Machine | 1 | | City |
| Soda Machines | 2 | | City |
| Soldering Iron | 1 | | City |
| Standard Torque Wrench | 1 | | City |
| Step Stools (3 Step Roll-Around) | 2 | | City |
| Swivel Head Rivet Gun | 1 | | City |
| Tail shaft Bushing Tool (Removing & Installing) | 1 | | City |
| Tap & Die Set (Metric and Standard) | 1 | | City |
| Tire Balancer | 1 | | City |
| Tire Changer | 1 | | City |
| Tire Pressure Monitor | 1 | | City |
| Tire Rod End Removal Tools | 1 | | City |
| Ton Air Floor Jack | 20 | | City |
| Top Side Creeper | 1 | | City |
| Trailer Tester | 1 | | City |
| Trans Seal Tool | 1 | | City |
| Transmission Hoist | 1 | | City |
| Transtech III Trans Service System | 1 | | City |
| Trash Cans | 19 | | City |
| Unleaded Fuel Container | 1 | | City |
| Used Antifreeze Storage Tank | 1 | | City |
| Used Oil Filter Storage Tank | 1 | | City |
| Vacuum Capsule Delivery System | 1 | | City |
| Vacuum Pump Tester | 1 | | City |
| Various Other Engine Tools | 1 | | City |
| Various Pullers | 1 | | City |
| Various Rear Axle Seal Drivers | 1 | | City |
| Various Wrenches and Sockets | 1 | | City |
| VAT40 | 1 | | City |
| VAT60 | 1 | | City |
| Vises | 18 | | City |
| Water Hoses | 12 | | City |
| Welding Goggle | 1 | | City |
| Wheel Stud Repair Kit | 1 | | City |

| NAME/TYPE OF EQUIPMENT | NUMBER OF PIECES | OWNERSHIP TO REMAIN WITH COUNTY? | PROPERTY TO BE TRANSFERRED TO CITY |
|--|------------------|----------------------------------|------------------------------------|
| Book Shelf | 21 | County | |
| Bulletin Boards | 10 | County | |
| Building Generator | 1 | County | |
| Chairs | 9 | County | |
| Conference Tables | 2 | County | |
| Conference Chairs | 24 | County | |
| Copy/Fax Machine (MFM) | 1 | County | |
| Couch | 1 | County | |
| Dell PC's | 3 | County | |
| Desks | 4 | County | |
| Display Case | 1 | County | |
| Drop Lights | 1 | County | |
| End Tables | 3 | County | |
| Exhaust Extraction System | 1 | County | |
| Extension Cords | 2 | County | |
| File Cabinets | 3 | County | |
| Gas Heaters | 7 | County | |
| Heat Pump "Bathrooms" | 1 | County | |
| Heat Pump "Front Office" | 1 | County | |
| Heat Pump "Parts & Break Room" | 1 | County | |
| Laminating Machine | 1 | County | |
| Lamps | 3 | County | |
| Lawn Equipment - Lawn Mower | 1 | County | |
| Lawn Equipment - Seed Spreaders | 2 | County | |
| Lawn Equipment - Tiller*. Belongs to PRK | 1 | County | |
| Lawn Equipment - Weed Eater | 3 | County | |
| Lawn Equipment - Wheel Barrow | 2 | County | |
| Light Truck & Auto Lifts | 1 | County | |
| Mail Storage Cabinet | 1 | County | |
| Paper Cutter | 1 | County | |
| Paper Shredder | 3 | County | |
| Portable P.A. System | 1 | County | |
| Printers (Desktop) | 2 | County | |
| Oven Gas Range | 1 | County | |
| Refrigerators | 2 | County | |
| Shop Lifts | 24 | County | |
| Tables | 11 | County | |
| Tables - 1.5' x 3' | 1 | County | |
| Tables - 5' x 3' | 3 | County | |
| Tables - 6' x 2' | 1 | County | |
| Tables - 6' x 3' | 3 | County | |
| Televisions | 3 | County | |
| Toasters | 2 | County | |
| Trash Cans | 8 | County | |
| Water Dispenser | 1 | County | |
| Water Fountain | 3 | County | |
| Water Hoses | 2 | County | |
| Wheel Car | 1 | County | |
| White Board | 2 | County | |

| |
|---|
| Aramark Uniforms |
| P.O. Box 668563 |
| Charlotte, NCV 28266-8563 |
| 1-800-777-2883 |
| |
| Cook Truck Equipment |
| 3701 Harlee Ave. |
| Charlotte, NC 28208 |
| 704-392-4138 |
| |
| Fontaine Truck Equipment Company (Omaha Standard) |
| P.O. Box 30025 |
| Omaha, NE 68103-1125 |
| 704-596-9674 |
| |
| Fuelman |
| P.O. Box 105080 |
| Atlanta, GA 30348-5080 |
| 1-800-877-0800 |
| |
| NAPA Auto Parts |
| P.O. Box 409043 |
| Atlanta, GA 30384-9043 |
| 704-391-4891 (Jim Gray) |
| |
| Pitney Bowes (PSI Group) |
| P.O. Box 3499 |
| Omaha, NE 68103-0480 |
| 704-597-9200 |

Exhibit E

FLEET SERVICE LEVEL AGREEMENT BETWEEN EQUIPMENT MANAGEMENT DIVISION of BUSINESS SUPPORT SERVICES AND MECKLENBURG COUNTY

This Fleet Service Level Agreement (SLA) is entered into and made effective as of July 1, 2008 between the City of Charlotte and Mecklenburg County, pursuant to Section 8 of the Interlocal Agreement for Consolidation of Fleet Maintenance Operations dated May __, 2008 (the "Interlocal Agreement"). This SLA and each successor SLA are hereby incorporated into and made part of the Interlocal Agreement.

1. **Purpose**

The purpose of this SLA is to describe the agreements, schedules, costs, responsibilities, and accountabilities as determined by Mecklenburg County and the Equipment Management Division (EMD) of the City's Business Support Services Key Business. This SLA is a joint effort approach. It is the City's and County's joint intent to implement the terms and conditions set forth in this SLA, once approved, into the current daily operations of Mecklenburg County and EMD with a goal of total implementation by July 1, 2008.

2. **Overview**

EMD provides equipment related fleet services to Mecklenburg County and numerous other City of Charlotte internal customers through a network of in-house and vendor provided services.

3. **Equipment Usage Philosophy**

Mecklenburg County has designated a standard complement of equipment that must be available on a daily basis in order to meet a 95% fleet availability for citizen service delivery goals.

4. **Guiding Principles**

EMD and Mecklenburg County mutually agree to work together as a team:

- To provide the highest level of equipment related services at the lowest possible cost.
- To look constantly for ways to reduce maintenance costs and equipment downtime.
- To share information.

- To involve each other in the development of any and all tests, evaluations, use of consultants as it pertains to Mecklenburg County's equipment.
- To provide as much advance notice as possible of any changes that could/will affect the other agency.
- To respond to all questions and requests in a timely manner.
- To comply with all provisions of this SLA.
- To report all equipment problems promptly.
- To provide repair authorizations promptly.
- To ensure all equipment is in a safe and road worthy condition prior to operating.
- To use the team approach in making maintenance decisions and changes to existing maintenance procedures.
- To continue to search for better and more efficient shop equipment.
- To continue to adjust equipment specifications eliminating the need for shop up-fits or modifications prior to putting equipment into service.

5. **Scope of Service Delivery**

EMD provides the following range of services:

- Fleet Policy Development
- Equipment Replacement Planning
- Equipment Specification Preparation
- Equipment Selection and Purchase Coordination
- Equipment Fuel Contract Management
- Equipment Utilization Review
- Equipment Preventive and Routine Maintenance Programs
- Equipment Maintenance and Repair Services
- Equipment Damage Repair Services

- Vendor Repair Coordination
- Equipment Towing Services
- Equipment Related Training
- Surplus Equipment Disposal
- Equipment and Component Testing

5.1 EMD Workmanship Warranty

- EMD will warrant the shop's work for **30 days or 2,000 miles**, whichever comes first, for defective workmanship.
- If defective workmanship is determined, EMD will make the necessary repairs to correct the original problem at no additional charge to Mecklenburg County.
- For documentation purposes, labor hours and parts needed to correct the original problem will be charged on a new work order and then credited back, resulting in no additional cost to Mecklenburg County.

5.2 Priority Service

- The County Maintenance facility is designated as the primary facility for the maintenance and repair of Mecklenburg County's equipment.
- All other EMD shops are prepared to assist Mecklenburg County with emergency repairs on an as needed basis.
- The County Maintenance Facility will provide Mecklenburg County the highest possible priority, taking into consideration priorities of other customer/client's equipment being serviced at that facility.
- The County Maintenance is prepared to work overtime at the direction of Mecklenburg County as needed to prepare the "priority equipment" for service the next business day.
- Mecklenburg County agrees to deliver the equipment scheduled for PM services in a timely manner to the County Maintenance Facility, EMD shop, or the designated private sector preventive maintenance service provider.
- EMD will provide cold weather assistance (described as 32 degrees Fahrenheit or below) to Mecklenburg County upon their request. Technicians and/or private sector vendors will perform any and all tasks necessary to expedite equipment availability.

- Although the County Maintenance Facility is designated as the primary service provider, all EMD shops and designated private sector locations are available to provide drive-up service for Mecklenburg County's equipment. These services are described as those that can be completed in one hour or less. These services will be accorded the shop's highest priority during that time period. These services include, but are not limited to:
 - North Carolina State Inspection (Seigle Avenue Shop and private sector locations only)
 - PMA
 - Tire Work
 - Wiper Blades, Bulbs, Fluids, Batteries, etc.

5.3 Holiday Service

- EMD maintenance facilities are not normally opened on holidays. However, should the need arise, EMD can provide service with a minimum of one (1) week's notice.
- EMD is available on an "on-call" basis on all holidays.
- EMD will notify Mecklenburg County, in advance, of shop holiday staff and locations available.
- EMD will charge Mecklenburg County only for time and materials provided to them. EMD time worked and not utilized by Mecklenburg County will be used to provide services to other customers, if such work is available. Further, missed appointments will incur a two hour charge at the applicable shop rate excluding parts

5.4 Non-Holiday Related Extended Work Hour Service

- Examples of the need to extend shop work hours include service delays, bad weather, special events and other service demands.
- EMD will provide Mecklenburg County equipment maintenance and repair services after normal working hours at the County Maintenance Shop upon receiving a request from Mecklenburg County, provided EMD receives such request a reasonable amount of time in advance.
- Mecklenburg County will provide the EMD as much advance notification of the need to work additional hours as possible.
- Mecklenburg County will notify the County Maintenance Facility when they first consider the possibility of extra hours so that EMD technicians can be advised of potential additional hours and adjust their personal schedules.

- Mecklenburg County will communicate the request for additional services to the County Maintenance Facility Shop Manager and Team Leaders and/or the EMD Operations Manager.
- EMD will confirm the receipt of the request.
- If Mecklenburg County does not receive a confirmation within one hour they will place a follow-up phone call to EMD Fleet Manager to verify that EMD has received the request.
- EMD will determine the number of technicians and associated staff necessary to provide a level of service to Mecklenburg County equal to that of the services delineated in this SLA/SLA or requested by Mecklenburg County.

5.5 EMD Fleet Facilities

At the time of SLA implementation, EMD'S facility information is as follows:

| Facility | Address | Operation Hours* | Primary #'s |
|-----------------------------|-----------------------------|--|----------------|
| Administration and Analysis | 829 Louise Avenue | 7:00 a.m. – 5:00 p.m. Monday - Friday | (704) 336-3029 |
| Louise Avenue Shop | 829 Louise Avenue | 6:00 a.m.–10:30 p.m. Monday – Friday | (704) 336-3050 |
| Sweden Road Shop | 4600 Sweden Road | 6:00 a.m.–10:30 p.m. Monday – Friday | (704) 432-6484 |
| Seigle Avenue Shop | 932 Seigle Avenue | 6:00 a.m.–10:30 p.m. Monday – Friday | (704) 336-2722 |
| Tuckaseegee Road Shop | 701 Tuckaseegee Road | 7:00 a.m. – 3:30 p.m. Monday – Friday | (704) 336-6059 |
| Orr Road Shop | 6001 General Commerce Drive | Tuesday & Thursday | (704) 336-2770 |

* Excluding City Holidays

5.6 EMD Staff Contacts

- EMD's Operations Manager will coordinate all aspects of this agreement with Mecklenburg County.
- The County Maintenance Facility Shop Manager and their staff will manage day-to-day maintenance and repair activities.
- Other EMD shops and their services are available to Mecklenburg County on an as needed basis.
- The EMD Fleet Manager is ultimately accountable for all EMD deliverables.

- At the time of SLA implementation, EMD's staff contacts are as follows:

| Position | Name | Work Telephone # | After Hours Contact Number |
|----------------------------|------------------|------------------|----------------------------|
| Fleet Manager | Rudolph Payton | (704) 336-6831 | (704) 201-9563 |
| Operations Manager | Karen King | (704) 336-5775 | (980) 722-7724 |
| Louise Ave Shop Mgr | Rich Laird | (704) 336-5773 | (704) 309-6905 |
| Sweden Rd Shop Mgr | Gene White | (704) 432-5744 | (704) 622-4787 |
| Seigle Ave Shop Mgr | Roddy Langley | (704) 336-4961 | (980) 721-4676 |
| Tuckaseegee Rd Team Leader | Rick McCluney | (704) 336-6059 | (980) 721-5524 |
| Parts Manager | Warren Ellington | | |
| Specification Development | Susan McMorris | | |
| Tags and Titles | Sandy McLean | (704) 336-3036 | N/A |
| Fleet Analyst | Vacant | (704) 432-4760 | (704) 707-2507 |
| Business Manager | Barry Humphries | (704) 336-4586 | N/A |

5.7 (Stake Holder) Staff Contacts

| Position | Name | Office Number | After-Hours Contact Number |
|----------|------|---------------|----------------------------|
| | | | |
| | | | |
| | | | |

6. Equipment Repair Authorization

- Mecklenburg County requires EMD receive pre-approval for all equipment repairs estimated to be over \$1,000.00 (excluding tire and brake work).
- Mecklenburg County requires EMD receive pre-approval for all customer-directed equipment work required by Mecklenburg County operations staff members regardless of cost.
- Mecklenburg County agrees to provide a decision within one hour of being contacted by EMD during normal working hours.
- EMD will request prior authorization from Mecklenburg County Fleet Coordinator or designee.
- Should the above customer staff be unavailable, EMD will delay the repair until customer authorization is received.

- Equipment availability calculations will not include time waiting for customer repair authorization.

7. **Preventive Maintenance (PM) Services**

- Mecklenburg County’s equipment may use any EMD shop or any EMD approved private sector vendor for PM service. It is understood that every-other PM-B “long PM” will be serviced at Mecklenburg County Maintenance Facility.
- PM services are as follows: **NOTE: These are examples only**

| PM Designation | PM Focus | Frequency |
|----------------|---|--|
| PMA | Mfg. Recommendations | 3,000 miles marked units 4,000 miles unmarked units |
| PMB* | Manufacturer’s recommendation or a complete Bumper-to-Bumper of all operating systems | 6,000 miles marked units 9,000 miles unmarked units |
| PMT | Transmission | 24 months based on manufacturer’s recommendations |
| PMN | NC State Inspection | 12 months |

*Note: PMB includes PMA

- EMD will provide Mecklenburg County daily, weekly, and monthly PM schedules. EMD will coordinate the schedules with customer’s staff so that PM goals can be met with minimal operational disruption.
- Achievement of PM compliance is essential to the overall maintenance program success. EMD and Mecklenburg County mutually agree to a goal of (95%) PM compliance on the initially scheduled date. Missed appointments, after three written notifications from EMD, will not count against EMD’s compliance goal. Further, agreed upon missed scheduled appointments will incur a minimum charge of two (2) hours at the applicable rate.
- EMD will replace all brake shoes, brake pads, and rotors during PM’s when, upon inspection, they are found to be 50% or less from their new condition and/or manufacturer’s minimum specifications.

8. **Routine and Predictable Maintenance Services**

These services shall consist of predictable, un-scheduled repair or maintenance that fit EMD’s menu of services. These services typically include items listed in the maintenance section of the equipment’s owner’s manual (oil changes, transmission service, coolant flush, suspension and steering, brakes and tires).

9. **Customer-Directed Work**

EMD will respond to customer requests to perform work outside of the preventive maintenance, routine and predictable maintenance scope of services at current rates. These services typically include items not listed in the maintenance section of the equipment's owner's manual such as equipment modifications, damage repairs, and other non-routine or non-PM related work.

10. **Warranty Related Equipment Services**

10.1 **Original Equipment Warranties (new units)**

- EMD will determine if the repairs needed are under warranty and if so, coordinate the work with the warranty provider.
- EMD is an authorized Ford and General Motors light equipment warranty shop to facilitate more economical and timely warranty repairs.
- EMD will consult with Mecklenburg County on minor warranty items that will require significant downtime if returned to the warranty provider and provide Mecklenburg County the option of having the work done by the EMD shop at additional cost.
- If this option is chosen, EMD will charge Mecklenburg County for the work, pursue reimbursement of costs from the warranty provider, and credit Mecklenburg County only if and when reimbursement is received.

10.2 **Warranty of Replacement Parts**

- EMD will warrant replacement parts in accordance with warranty provided by the parts' manufacturer or distributor.

10.3 **Vendor Supplied Parts and Workmanship Warranty**

- EMD will pursue credits for parts and repairs performed by outside vendors during the warranty period or due to poor workmanship, excluding those services and products Mecklenburg County contracts for directly.
- EMD will apply any credits when received to the original work order.

11. **Out-of-Warranty Repair Services**

- EMD will evaluate repair services needed and determine if they can be best accomplished in-house or through the use of an outside vendor. The goal is to return the equipment to service as quickly as possible at the most affordable cost.

- The decision as to who will provide the service will be based on current shop workload, projected turn-around time, the level of shop or vendor expertise, and repair costs.
- In the event an outside vendor can provide a quicker turn-around time at a higher cost than EMD, Mecklenburg County will be contacted for a decision on how to proceed with the repair.

12. Other Equipment Related Services

12.1 Road Call Service

- EMD will determine if roadside service is appropriate for Mecklenburg County's equipment upon notification by Mecklenburg County on a case-by-case basis.
- The decision to dispatch a technician, a vendor, or a tow truck will be based on EMD's estimate of the severity of the problem, the equipment's location and the effort required at the scene to get the equipment back into service.
- EMD will make the decision and notify Mecklenburg County of the planned response within 30 minutes. When the appropriate response is to provide roadside assistance, EMD will have a service provider at the scene within one hour or less of the time within Mecklenburg County.

12.2 Two-way Radios and Other Communications Equipment

- Mecklenburg County will be responsible for the coordinating radio installation with Business Support Services Radio Division (CD). This includes scheduling, delivering and picking up the equipment at the designated radio installation site.
- Mecklenburg County will also be responsible for scheduling radio repairs, etc. including equipment delivery and pick-up to the designated radio service area with CD.

12.3 Towing Services

- EMD is responsible for the development and management of the towing service contract for all City equipment. EMD provides service 24 hours/7 days/365 days with a contracted vendor.
- At the time of this SLA, the towing fee for light equipment is \$65.00, \$85.00 for medium-duty equipment and \$125.00 for heavy-duty trucks and equipment where no additional special services are required.
- EMD will apply these services with the sublet mark-up to the specific equipment repair work orders where towing is required.

- EMD will credit Mecklenburg County for towing services that are the result of poor EMD workmanship.
- EMD will credit Mecklenburg County for all warranty related towing if towing charges are covered under the warranty repair and reimbursed by the warranty contractor. All credits will be delineated on the monthly vehicle billing report or via separate memo.

12.4 Vehicle / Equipment Washing

- EMD will not be responsible for the regular washing and cleaning of County equipment. EMD has wash facilities at the Louise Avenue and Sweden Road facility that is available at a nominal charge.

13. Operator Required Services

- Mecklenburg County staff will perform a daily pre-trip inspection of shared equipment before operation and record that inspection on a form prepared by Mecklenburg County.
- The inspection will include checking all fluid levels (adding fluids as necessary), brake function, tire condition and air pressure, and all other items required by the form.
- Operators will check public safety equipment functions.
- Mecklenburg County staff will notify supervisors of problem areas and equipment will not be operated if it has safety related defects.
- Mecklenburg County staff will clean debris and personal items from the equipment prior to delivery for service.
- Mecklenburg County will report all equipment problems that are discovered during daily operations to EMD. Accurate odometer readings are required when reporting problems.

14. Self-Performed Work

- None at this time.

15. Accident Repair Services

- Mecklenburg County will notify Finance/Risk Management Division (FRMD) and EMD of equipment accidents at the earliest possible time.
- EMD and Mecklenburg County will coordinate the removal of Mecklenburg County's equipment from the accident location and its delivery to the FRMD designated repair or inspection location. See attachment for impound procedures.

- EMD will not begin the repair process until FRMD provides an accident control file number and the repairs have been approved by Mecklenburg County.
- EMD will coordinate the repair of equipment and inspect the work for operational and safety compliance prior to returning the equipment to Mecklenburg County.
- The status of accident damage repair work will be shown on the daily Mecklenburg County equipment availability reports.
- EMD will notify Mecklenburg County if equipment appears to be damaged and there is no record of the damage in the system. Upon notification, Mecklenburg County will advise EMD how to proceed with the damage repair.
- Mecklenburg County is accountable for the annual accident rate and the associated repair costs.

16. **Fueling**

- EMD will enter fuel downloads from the Mecklenburg County fueling contractor into FASTER by equipment number as they are received at no additional cost to Mecklenburg County.
- Currently fuel costs are billed directly to Mecklenburg County and are not included in any EMD costs or fees unless stipulated by this agreement.
- EMD will coordinate with the commercial fueling contractor and County operating units to provide emergency fueling locations should conditions warrant. The Emergency Fueling Plan will be attached if service is so stipulated.

17. **Contract Performance Metrics**

17.2 **Measure of Success**

- Success of this SLA will be achieved when: a) EMD delivers preventive and predictable services at or below the forecasted cost; b) Mecklenburg County adheres to the established maintenance program; and c) is able to meet their mission requirements.

17.2 **Fleet Availability**

- It is EMD's goal to meet 95% equipment needs each day.
- EMD will provide Mecklenburg County continuous availability reports indicating the repair status and estimated return to service time of all equipment that is out-of-service. These reports are provided Monday through Friday excluding City holidays.
- EMD will make every effort to keep Mecklenburg County equipment availability at a maximum.

- EMD will calculate Mecklenburg County equipment downtime based on the parameters of Mecklenburg County's needs using information from EMD's work order management system (FASTER).
- EMD will use the below availability goals as a guide:

| Equipment Type | SLA Metric | Availability Goal |
|---|---------------|-------------------|
| Designate Equipment | Measure | State Specifics |
| Autos, pick ups, vans, para-transit buses | Daily/Monthly | 95% overall |

18. **Equipment Management Information System - EMIS**

- EMD uses the FASTER equipment management information system to manage its equipment maintenance operations and collect costs.
- All equipment costs, both EMD and Mecklenburg County originated, will be entered into the FASTER system.
- EMD agrees to provide a variety of standard reports to Mecklenburg County to assist them in analyzing their equipment costs at no additional charge. These reports are available on a daily, weekly, monthly basis depending on the nature and type of report. Special/non-standard reports can be generated at an additional cost.
- The fleet "Administrative Fee" provides these services at no additional cost to Mecklenburg County unless there is a special request that requires EMD to contract with a technology services provider outside of the division. On those occasions, EMD will request Mecklenburg County approval prior to proceeding.
- EMD will provide the following standard FASTER reports on a monthly basis.
 - Consolidated billing report by cost center.
 - Summary of major expenses by RTY code.
 - Cost-to-date versus budgeted costs with analysis.
 - Downtime report by vehicle class/availability.
 - Daily ready report/status reports.

18. **Equipment Life cycle Management**

18.1 **Equipment Replacement**

- Mecklenburg County is responsible for preparing equipment replacement recommendations to their Budget Office. Upon approval EMD will prepare vehicle and equipment specifications for review by the Mecklenburg County or their designee.

- EMD will work closely with Mecklenburg County to determine the need for equipment replacement and support their replacement requests based on sound fleet management principles.
- EMD will consult Mecklenburg County prior to replacement recommendations being forwarded to the BSS Purchasing Services Division.

18.2 **Equipment Specifications**

- EMD will provide specifications development and revision services to Mecklenburg County for new and replacement equipment.
- EMD will obtain Mecklenburg County's written approval of final specifications prior to forwarding to BSS Procurement for purchase.
- EMD agrees to provide Mecklenburg County a monthly updated spreadsheet on new and replacement equipment indicating critical dates needed to ensure all equipment will be purchased and funds encumbered prior to the end of the fiscal year in which the purchase was authorized.
- EMD and Mecklenburg County staff will jointly inspect all new and replacement equipment upon arrival to ensure that it meets **100%** of all contract specifications.
- EMD will work with equipment manufacturers in correcting any equipment specifications deficiencies at no cost to Mecklenburg County.
- Mecklenburg County and EMD are interested in the impact that alternative fuels could have on regional air quality. The Charlotte City Council and Mecklenburg County Commission have adopted a "smart growth" principle to safeguard the environment and maintain a high quality of life for the community. Toward this end, Mecklenburg County and EMD are committed to testing and implementing air quality initiatives, the continued testing of alternative fuel and studying the implementation of hybrid fuel equipment in non-critical areas.

19.1 **New and Replacement Equipment Preparation for Service**

19.2 **Surplus Equipment**

- EMD will prepare Mecklenburg County surplus equipment for delivery to the surplus property site after Mecklenburg County removes all radio equipment.
- Mecklenburg County will turn in the properly prepared surplus units prior to EMD issuing a replacement piece of equipment.

- EMD will work with Mecklenburg County and allow additional days for the surplus equipment turn-in to accommodate Mecklenburg County operational needs on a case by case basis.
- EMD will complete the preparation of the surplus equipment for auction and deliver it to the auction site.
- Should Mecklenburg County desire long-term retention of surplus that is going to be replaced, Mecklenburg County will obtain written approval from their Budget Office to retain the equipment and the time period the equipment may be retained.
- EMD will track the extended turn-in date and provide Mecklenburg County sixty (60) days written notification of the new turn-in date.

20. **Special Projects**

- EMD will assist Mecklenburg County with special project work upon receiving their request. Costs of Administrative staff associated with these special requests will be billed at the actual costs incurred
- Specialized operator and other training, if provided by “labor rate staff”, will be billed to Mecklenburg County at the hourly rate in effect at the time the services are provided.

21. **Billing and Fee Structures**

21.1 **EMD Fee Structure**

EMD’s annual budget is zero-based. All costs incurred in managing and maintaining Mecklenburg County’s equipment are recovered through a fee structure. The fees are reviewed annually and adjusted as needed with the goal to “zero out” at the end of the fiscal year. A short description of each of the rates currently in place used to cost EMD services are as follows:

- **Administrative Fee** – The administrative fee is calculated to recover the cost of providing administrative and analysis services. The FY08/09 fee is \$34.00 per piece of equipment, per month approximately.
- **Shop Labor Rate** – The shop labor rate is calculated to recover the cost of providing shop facilities and labor hours to maintain and repair equipment. The FY08/09 labor rate is \$51.00 per hour approximately.
- **Parts Mark Up Rate** – The parts mark up rate is calculated to recover the cost of the parts operation. The FY08/09 parts mark up rate is 20%.
- **Sublet Mark Up Rate** – The sublet mark up rate is calculated to recover the operational costs of contracting services out to private sector vendors. The FY08/09

sublet rate is 14.5%. Single sublet contracts amounts are capped at \$500, with the same crediting practice described under Warranty Claims.

21.2 Allocation of Cost Drivers to Rates and Fees

| Cost Driver | Parts Mark-Up | Sublet Mark-Up | Hourly Labor Rate | Administrative Fee |
|---------------------------------|---------------|----------------|-------------------|--------------------|
| Administrative & Analysis Staff | 0% | 0% | 0% | 100% |
| Operations Manager | 25% | 25% | 50% | 0% |
| Shop Managers | 25% | 25% | 50% | 0% |
| Shift Team Leaders | 0% | 25% | 75% | 0% |
| Operations Assistants | 0% | 33.33% | 66.67% | 0% |
| Service Technicians | 0% | 0% | 100% | 0% |
| Parts Staff | 100% | 0% | 0% | 0% |
| Operating Expenses | Prorated | Prorated | Prorated | Actual |

21.3 Maintenance and Repair Services

- Services provided by EMD staff will be billed on a time-and-material basis using the applicable employee labor rate and applicable parts mark-up rate.
- Services provided by outside contractors (sublets) will be billed at actual costs plus the applicable sublet mark-up.

21.4 Administrative and Analysis Services

- Administrative and Analysis services will be billed on a per equipment unit basis at the current administrative fee rate.
- Special projects requiring the services of external resources will be billed on the basis of actual costs incurred plus the applicable sublet mark-up.

21.5 Billing Cycle

- EMD's goal is to provide all customers, including CMPD, a detailed billing report on or before the sixth (6th) working day of the month immediately following the billing month. EMD will provide timely year-end cut off data during the month of June to facilitate year-end closings.

21.6 Maintenance Cost Projections

EMD provides all customers, including Mecklenburg County, a budgetary tool designed to assist in the development of budget projections. The reports are prepared by EMD staff in an effort to provide current cost information and are based on the most recent two years of maintenance history. Projections in the form of MS Excel worksheets are for

either the coming fiscal year or the coming two fiscal years depending on the budget year and Mecklenburg County requests.

22. Fleet Management Services

22.1 Operational Meetings

- EMD and Mecklenburg County mutually agree to have periodic operational meetings to discuss all issues concerning maintenance and repair, coordination, special projects, special requests and SLA cost status.
- EMD and Mecklenburg County mutually agree to make the appropriate administrative and operational staff members available to attend these operational meetings.

22.2 Maintenance / Repair Time Analysis

- EMD will periodically review repair times for common repair procedures performed by EMD staff and compare those times to industry standard time, reference guides and/or manufacturer warranty guides.
- EMD will advise Mecklenburg County of the results of this analysis and EMD's plans to bring repair times in-line with the standard industry standards where the analysis reveals improvements are needed.
- EMD's goal is to meet or exceed all industry standards on similar work performed on Mecklenburg County equipment.

22.3 Maintenance and Repair Parts

- EMD and Mecklenburg County will jointly determine the need to stock repair parts and the low count number in an effort to increase equipment availability.
- On expensive parts, if Mecklenburg County desires to stock a higher number of parts than EMD recommends, Mecklenburg County may elect to purchase the additional parts. EMD will keep them in the parts room and issue them on an as needed basis with no mark-up.
- Mecklenburg County requires that EMD use the following in all equipment repairs:
 - Manufacturer's recommended batteries.
 - Manufacturer's recommended alternators.
 - Manufacturer's recommended filters.
 - Manufacturer's recommended tires or equivalent.

22.4 Customer Managed Parts and Sublet Contracts

- EMD will not mark-up parts or sublets services that are managed, stocked, delivered, inspected, approved, and purchased by Mecklenburg County.
- Current examples include:
 - Prisoner Shields
 - Wig Wags
 - K-9 Cages
 - Window Bars
 - Laptop mounts
 - Bulkheads
 - Flashlight Chargers
- *Note: If Mecklenburg County contracts for parts or services and direct pays the vendors and desires EMD to enter the transactions into the FASTER system, a transaction fee for this service will need to be negotiated and entered into this SL/. The fee will be lower than the current parts and sublet mark-up percentages.*

22.5 Equipment and Parts Testing

- EMD and customer mutually agree to aggressively test equipment and repair parts to determine the best value for Mecklenburg County.
- EMD and Mecklenburg County mutually agree that all parties will be notified in advance by the testing party of any areas where they plan to do testing, invite the other party to participate, share the test results, and involve the other party in the decision process.

23. Warranty Disclaimer

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN THIS SLA, THE CITY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE.

24. Limitation of Liability

To the extent permitted by law, **neither party shall be liable to the other party for consequential, indirect, special damages or lost profits** in connection with any matters relating to this SLA.

25. SLA Management and Administration

- Both parties understand that during the term of this SLA, it may become necessary or desirable to change the scope, frequency, schedule, content or fees charged for the services performed by either party under this SLA (all of such changes being collectively

referred to as "Change"). Change shall occur only in accordance with the terms of this Section.

- In the event either party desires a Change, the division manager for such party shall prepare and submit to the other party a detailed written statement setting forth the following (a "Change Statement"): (i) the Change requested, including all modifications of the scope, frequency, schedule or content of the services performed by either party under this /; (ii) the reason for the proposed Change; (iii) a detailed analysis of the impact of the Change on the services provided by both parties, and the frequency and schedule of such services; (iv) the estimated impact of such Change on the staffing needs of both parties (if any); (v) a detailed analysis of the impact of such Change on the fees charged for services under this SLA, and any other costs or expenses that are likely to be incurred by either party as a result of such Change.
- If the receiving party desires to accept the Change Statement, the Key Business Executive (KBE) for the receiving party shall sign the Change Statement and return it to the party that initiated it. The Change Statement shall then be deemed an amendment to this SLA.
- If the receiving party does not accept the Change Statement in writing within ten (10) days after receipt, the receiving party shall be deemed to have rejected the Change Statement. If receiving party rejects the Change Statement, the division managers for both parties will meet within ten (10) days of the rejection in an attempt to resolve the matter. If the division managers are unable to resolve the matter and the initiating party desires to pursue the Change, the initiating party shall send the Change Statement to the Key Business Executives (KBEs) for both parties and request that the matter be resolved.
- Upon receipt of a Change Statement that could not be resolved at the division manager level, the appropriate level executives from both parties shall meet and attempt to resolve the matter as soon as reasonably practicable, but in any event within thirty (30) days after receipt of the Change Statement. If the appropriate level executives cannot reach agreement on a proposed Change, the matter will be resolved through following the rules jointly established by the City Manager and County Administrator for resolving conflicts between the parties. Pending resolution of the Change Statement, both parties shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.
- This SLA is intended to be the agreement between Mecklenburg County and BSS/EMD to describe equipment maintenance and repair services for Mecklenburg County and EMD.
- Assignment or transfer of any interest in or duty under this SLA requires the written consent of both parties. Notwithstanding the forgoing, the City can hire subcontractors from time to time to perform services the City is required to perform hereunder.

- The term of this SLA shall be for one year, expiring at midnight on June 30, 2009. The term of this SLA may be extended by mutual written consent, or pursuant to Section 9(b) of the Interlocal Agreement.

By: _____ Date: _____
A. Leon Miller, Director-General Services
Director-Mecklenburg County

By: _____ Date: _____
Rudy Payton, Manager – Equipment
Management Division Manager – Business Support Services

By: _____ Date: _____
John McGillicuddy
General Manager, Mecklenburg County

By: _____ Date: _____
Charles L. K. Robinson
Interim Key Business Executive, – Business Support Services
City of Charlotte

County Employees to be Hired by the City

| Employee Name | County Title |
|--------------------|--------------------------------------|
| Joe Adams | Mechanic II |
| Douglas Austin | Mechanic III |
| Patricia Bennett | Fiscal Support Asst II |
| William Burnette | Mechanic III |
| Kenneth Carter | Mechanic III |
| Archie Hartis | Mechanic III |
| Wallace Hartis | Mechanic III |
| Charles Herman Jr. | Mechanic II |
| Wayne Keith | Mechanic Coordinator/Supervisor |
| Clarence Lavender | Mechanic II |
| Michael Lines | Mechanic III |
| Vivian Love | Administrative Support Assistant III |
| Gloria Mack | Administrative Support Assistant III |
| James Mack | Maintenance & Operations Assistant |
| Jonathan Polk | Mechanic II |
| Efrain Torres Jr | Mechanic II |
| John Woodall | Mechanic III |
| Nicholas Zorn | Administrative Support Assistant III |
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