

CITY COUNCIL OF THE CITY OF CHARLOTTE  
RESOLUTION CLOSING A PORTION OF NORTH KINGS DRIVE AND  
A PORTION OF A STREET OR ALLEYWAY SOMETIMES KNOWN AS SUSSMAN STREET

WHEREAS, Central Piedmont Community College has petitioned the City Council of the City of Charlotte to close a portion of North Kings Drive and a portion of a street or alleyway sometimes known as Sussman Street in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, pursuant to the provisions of Section 160A-299 of the General Statutes of North Carolina, the City has caused to be published a Resolution Of Intent to Close A Portion Of North Kings Drive and a portion of a street or alleyway sometimes known as Sussman Street, which calls for a public hearing on the question; and

WHEREAS, the Petitioner has sent a copy of the above-described Resolution Of Intent by certified mail to all owners of property adjoining the portions of such streets, and the Petitioner prominently posted a notice of the closing and public hearing in at least two places along such portions of North Kings Drive and Sussman Street, all as required by Section 160A-299; and

WHEREAS, said public hearing was held on the 26th day of September, 1977; and

WHEREAS, the City Council has determined that the closing of said portion of North Kings Drive and said portion of the street or alleyway sometimes known as Sussman Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of September 26, 1977, that the Council hereby orders the closing of that portion of North Kings Drive and that portion of a street or alleyway sometimes known as Sussman Street in the City of Charlotte, Mecklenburg County, North Carolina described below, but reserves unto the City a right of way 15 feet in width for any existing water or sewer line which remains within said portion of the streets:

Portion of Kings Drive North

Beginning at a point in the southeasterly margin of North Kings Drive in the City of Charlotte, North Carolina, said point of Beginning being located S. 47-25-30 W. 215.39 feet from the intersection of the southwesterly margin of Elizabeth Avenue and the southeasterly margin of North Kings Drive; and runs from said point of Beginning with the southeasterly margin of North Kings Drive 238.69 feet to a point in the easterly margin of Kings Drive (new); thence in a generally northerly direction along the easterly margin of Kings Drive with the arc of a circular curve to the right having a radius of 42.5 feet an arc distance of 18.45 feet to a point; thence continuing along the easterly margin of Kings Drive

with the arc of a circular curve to the left having a radius of 604.46 feet an arc distance of 51.57 feet to a point; thence with the northwesterly margin of North Kings Drive N. 47-28-00 E. 181.71 feet to an old iron in the northwesterly margin of North Kings Drive; thence S. 42-32-00 E. 40.03 feet to the point or place of Beginning, and being a portion of North Kings Drive containing 8,494.63 square feet or 0.1950 acres as shown on a survey prepared by R. B. Pharr and Associates dated October 29, 1975 and revised May 14, 1976.

Portion of Street or Alleyway  
Sometimes Known as Sussman Street

To locate the point of Beginning, start at the intersection of the southwesterly margin of Elizabeth Avenue and the southeasterly margin of North Kings Drive, in the City of Charlotte, North Carolina; thence with said southeasterly margin of North Kings Drive S. 47-25-30 W. 215.39 feet; thence N. 42-32-00 W. 40.03 feet to an old iron in the northwesterly margin of North Kings Drive, the point of Beginning, said point of Beginning also being the southernmost corner of that property conveyed to Dr. George R. Armstrong and wife, Elizabeth T. Armstrong, by Deed recorded in Book 1158 at Page 101 in the Mecklenburg Public Registry; and runs from said point of Beginning with the line of the property of Dr. and Mrs. George Armstrong and the property of Jimmie C. Pourlos and wife, Ronnie R. Pourlos N. 45-19-00 W. 159.80 feet to a point in the easterly margin of the right of way of Kings Drive; thence with the easterly margin of Kings Drive S. 02-50-00 W. 41.57 feet to a point in said easterly margin of Kings Drive; thence with the line of the property of Central Piedmont Community College S. 45-19-00 E. 130.56 feet to an old nail in the northwesterly margin of North Kings Drive; thence with the northwesterly margin of North Kings Drive N. 47-28-00 E. 31.0 feet to the point or place of Beginning, as shown on a survey dated January 21, 1977, prepared by R. B. Pharr & Associates, Registered Surveyors.

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

Approved as to form:

Henry W. Chandler Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, 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 26th day of September, 1977, and the reference having been made in Minute Book 66, Page     , and recorded in full in Resolution Book 13, Page 19-20.

WITNESS MY HAND and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of September, 1977,

Ruth Armstrong  
Ruth Armstrong, City Clerk

RESOLUTION CLOSING CERTAIN PORTION OF  
EAST 10TH STREET IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA  
AND RESERVATION OF EASEMENT

WHEREAS, a Petition has been filed and received in accordance with the provisions of Chapter 160A, Section 299 of the General Statutes of North Carolina requesting the closing of certain portion of East 10th Street, in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, the City Council has caused to be published a notice of public hearing, all in accordance with the said Statute; and,

WHEREAS, said public hearing was held on the 26th day of September, 1977; and,

WHEREAS, the City of Charlotte owns all of the land adjoining the affected portion of the above mentioned street; and

WHEREAS, no persons, firms or corporations or parties in interest have appeared in opposition to the closing of said portion of said street;

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

That the Council hereby orders the closing of that certain portion of East 10th Street in the City of Charlotte, Mecklenburg County, North Carolina, as same is shown on Boundary Survey entitled "Parcel 1", First Ward Urban Renewal Area, N.C. R-79 prepared by Wilbur Smith and Associates, Inc. - Design dated November 11, 1976, a copy of which is available for inspection in the Office of the City Clerk in the City Hall at Charlotte, North Carolina, said portion of said street being more particularly described in Exhibit "A" hereto attached and made a part hereof, it appearing to the satisfaction of the City Council that the closing of that portion of said street is not contrary to the public interest and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

BE IT FURTHER RESOLVED that the Closing of that certain portion of East 10th Street described in Exhibit "A" attached hereto be, and the same is hereby made subject to the right of the City of Charlotte to use a portion of said tract of land as described in Exhibit "A" together with additional land (the composite being described in Exhibit "B") for the purpose of laying, constructing, reconstructing, and maintaining one or more than one sewer and/or water lines, and the City of Charlotte does hereby specifically reserve for itself, its successors and assigns, a right of way and/or easement in and to the tract of land described in Exhibit "B" attached hereto for the aforementioned purposes, said right of way and/or easement being shown on plat entitled Preliminary Worksheet Block D, 1st Ward dated June 21, 1977, attached hereto as Exhibit "C" and incorporated herein by reference.

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

APPROVED AS TO FORM:

Henry W. Clodessell Jr.  
City Attorney

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 66, and is recorded in full in Resolutions Book 13, at Page 21-22.

## FIRST WARD URBAN RENEWAL AREA

PROJECT NO. N.C. R-79

## PARCEL 1

A parcel of land in Charlotte Township, Mecklenburg County, State of North Carolina, being the existing right-of-way for East Tenth Street between Caldwell Street and Davidson Street, located in First Ward Urban Renewal Area, Project No. 79, shown as Parcel 1 on a plat prepared by Wilbur Smith and Associates, Inc., dated November 11, 1976 and more particularly described as follows:

Beginning at the intersection of the existing south right-of-way line of Caldwell Street and the existing east right-of-way line of East Tenth Street, thence S 42°43'04" E, 382.81 feet along existing east right-of-way of East Tenth Street to its point of intersection with the existing north right-of-way line of Davidson Street; thence S 50°15'45" W, 30.04 feet across East Tenth Street to the point of intersection of existing north right-of-way line of Davidson Street and existing west right-of-way line of East Tenth Street; thence N 42°43'04" W, 382.81 feet along existing west right-of-way line of East Tenth Street to its point of intersection with the existing south right-of-way line of Caldwell Street; thence N 50°15'45" E, 30.04 feet across East Tenth Street to the point of beginning and containing 11,484 square feet.

## EXHIBIT "B"

Property Description for Water Line Right of Way in Block D, First Ward

That certain strip of land twenty-five (25) feet in width, in or near the City of Charlotte, County of Mecklenburg, State of North Carolina, and being more particularly described as follows:

Beginning at an iron monument in the new westerly or northwesterly right of way line of North Davidson Street, said iron monument being 402.06 feet (measured along said right of way line of North Davidson Street) southwest of the point of intersection of the new southerly or southwesterly right of way line of East 11th Street and the new northerly or northwesterly right of way line of North Davidson Street, said point of intersection being in the center of a curve to the right, having a radius of 20 feet and a total arc distance of 31.90 feet; and running thence from said beginning point along the centerline of said 25-foot right of way or easement N 42-27-01 W 346.22 feet to the end point, a new iron monument in the new easterly or southeasterly right of way line of North Caldwell Street, containing and including all of the land 12.5 feet on each side of said centerline, and comprising 0.1987 acres as shown on portion of plat entitled Preliminary Worksheet, Block D, 1st Ward, dated June 21, 1977, said plat being

September 26, 1977

Resolutions Book 13 - Page 23

EXTRACT FROM THE MINUTES OF A regular  
MEETING OF THE City Council  
HELD ON September 26 19 77

The following Resolution was introduced by Councilwoman Locke  
seconded by Councilwoman Chafin read in full, considered and adopted:

RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING AND RATIFYING  
THE EXECUTION OF AMENDMENT NO. 2 TO GRANT AGREEMENT FOR PROJECT NO.  
8-37-0012-04 BETWEEN THE UNITED STATES OF AMERICA AND the City of  
Charlotte, North Carolina :

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

SECTION 1. That said City Council hereby authorizes,  
adopts, approves, accepts and ratifies the execution of Amendment No. 2  
to Grant Agreement between the Federal Aviation Administration on behalf  
of the United States of America and the City of Charlotte, North Carolina

SECTION 2. That the execution of said Amendment to Grant Agreement  
in quadruplicate on behalf of said City Council of the City of Charlotte  
by James B. Whittington, Mayor Pro Tem,  
and the impression of the official seal of the City of Charlotte, North Carolina  
and the attestation of said execution by Ruth Armstrong,  
City Clerk is hereby authorized, adopted, approved,  
accepted and ratified.

SECTION 4. That a true copy of the Amendment to the Grant Agreement  
referred to hereinabove is hereto attached and made a part of this  
Resolution as though it were fully copied herein.

Read, approved and adopted by the City Council of the City of Charlotte,  
North Carolina, in regular session convened on the 26th day of September,  
1977, the reference having been made in Minute Book 66, and is recorded  
in full in Resolutions Book 13, at page 23.

Ruth Armstrong, City Clerk

SO FORM 5100-17 (4-70)

24

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Page 1 of 3 Pages

Contract No. DOT-FA-74-SO-8000

Douglas Municipal Airport

Charlotte, North Carolina

AMENDMENT NO. 2 TO GRANT AGREEMENT FOR PROJECT NO 8-37-0012-04

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the City of Charlotte (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 14th day of August, 1973, as amended, be further amended as hereinafter provided.

NOW THEREFORE WITNESSETH:

That, in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 14th day of August, 1973, as amended, be further amended as follows:

Item 1, page 2 of the Grant Agreement is deleted and the following is substituted therefor:

"The maximum obligation of the United States payable under this Offer shall be \$5,714,775."

It is understood and agreed that all the other terms and conditions of the Grant Agreement remain in full force and effect and are not changed or altered except as hereinabove provided.

The United States shall not be obligated under any provision hereof unless this Amendment has been executed by the Sponsor on or before September 30, 1977, or such subsequent date as may be prescribed in writing by the Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By \_\_\_\_\_

Title Chief, Airports District Office

City of Charlotte  
Sponsor

(SEAL)

By \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

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

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the City of Charlotte (hereinafter referred to as "Sponsor"), do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement, and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of North Carolina, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

EXTRACT FROM THE MINUTES OF A regular  
MEETING OF THE City Council  
HELD ON September 26, 19 77

The following Resolution was introduced by Councilwoman Locke  
seconded by Councilwoman Chafin read in full, considered and  
adopted:

RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING AND RATIFYING  
THE EXECUTION OF GRANT AGREEMENT FOR PROJECT NO. 6-37-0012-12 BETWEEN  
THE UNITED STATES OF AMERICA AND the City of Charlotte, North Carolina

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

SECTION 1. That said City Council hereby authorizes,  
adopts, approves, accepts and ratifies the execution of Grant Agreement  
between the Federal Aviation Administration on behalf of the United States  
of America and the City of Charlotte, North Carolina.

SECTION 2. That the execution of said Grant Agreement in quadruplicate  
on behalf of said City Council of the City of Charlotte, North Carolina  
by James B. Whittington, Mayor Pro Tem  
and the impression of the official seal of the City of Charlotte  
(If there is no seal, so state.)  
and the attestation of said execution by Ruth Armstrong,

City Clerk is hereby authorized, adopted, approved,  
accepted and ratified.

SECTION 3. That the Airport Manager is hereby authorized  
(Title of Position, Airport  
Manager, City Manager, etc.)  
to execute payment requests under this Grant Agreement on behalf of said  
City Council of the City of Charlotte, North Carolina.

SECTION 4. That the Grant Agreement referred to hereinabove shall  
be attached hereto and made a part of this Resolution as though it were  
fully copied herein.

SO FORM 5100-18 (10/75) (Supersedes previous edition)

Read, approved and adopted by the City Council of the City of Charlotte,  
North Carolina, in regular session convened on the 26th day of September,  
1977, the reference having been made in Minute Book 66, and is recorded  
in full in Resolutions Book 13, at Page 27-35.

Ruth Armstrong  
City Clerk

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

**GRANT AGREEMENT**

Part 1-Offer

Date of Offer

Douglas Municipal Airport  
Charlotte, North Carolina

Project No. 6-37-0012-12

Contract No. DOT-FA-77-SO-10840

TO: City of Charlotte, North Carolina  
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 8, 1977, for a grant of Federal funds for a project for development of the Douglas Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Widen taxiway fillets; relocate taxiway fillet edge lights; install lighted supplemental wind cones on runway ends 5/23, 18/36; replace threshold light lenses on Runway 5/23, 18/36;

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, seventy-five percent (75%) from funds appropriated under the Airport and Airway Development Act of 1970.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$118,901.00
2. The Sponsor shall:
  - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
  - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
  - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Application For Federal Assistance (For Construction Programs), that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before September 30, 1977, or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of 24 September 1965 and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of 24 September 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require

for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965 with a contractor debarred from, or who has not assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The Sponsor's financial records of the project, established, maintained, and made available to personnel of the FAA in conformity to Section 152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) will also be available to representatives of the Comptroller General of the United States.
10. It is understood and agreed that the term "Project Application" wherever it appears in this agreement or other documents constituting a part of this agreement shall be deemed to mean "Application For Federal Assistance (For Construction Programs)."
11. The Sponsor will send a copy of all Invitations for Bids, advertised or negotiated, for concessions or other businesses at the airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office. The Sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to Invitations for Bids shall be treated in the same manner as all other responses to the Invitations for Bids.

Compliance with the preceding paragraph will be deemed to constitute compliance by the Sponsor with requirements of 49 CFR 21 Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.

- 12. It is understood and agreed that no part of the federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.
- 13. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,
  - (A) The Sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the EPA List of Violating Facilities.
  - (B) The Sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
  - (C) The Sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.
  - (D) The Sponsor agrees that it will include, or cause to be included, in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in these subparagraphs.
- 14. Assurance Number 18 of Part V of the Project Application incorporated herein is amended by including at the end of the second sentence the following language:

"including the requirement that each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act of 1958, using the Airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory conditions as are applicable to all such air carriers which make similar use of the Airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combines passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers. This provision shall not require the reformation of any lease or other contract entered into by the Sponsor before July 12, 1976."

15. The Grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. For the purposes of this provision, "Minority Business Enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, Blacks not of Hispanic origin; persons of Hispanic origin, Asians or Pacific Islanders; American Indians; and Alaskan Natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By.....  
(TITLE)

Chief, Airports District Office

Part II-Acceptance

The City of Charlotte, North Carolina, does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this..... day of ....., 19.....

..... City of Charlotte.....  
(Name of Sponsor)

By .....

Title .....

(SEAL)

Attest: .....

Title: .....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ....., acting as Attorney for ... the City of Charlotte .....,  
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of ..... North Carolina ....., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ..... this..... day of ....., 19.....

.....

Title .....

RESOLUTION AUTHORIZING THE UNITED STATES OF AMERICA  
TO ENTER UPON LANDS TO PROSECUTE A FLOOD CONTROL PROJECT  
ALONG LITTLE SUGAR CREEK, CHARLOTTE, NORTH CAROLINA

WHEREAS, on the 3rd day of February, 1977, the City of Charlotte, North Carolina, entered into a contract agreeing to cooperate with the United States of America for the development of a flood control project along Little Sugar Creek; and

WHEREAS, included in the assurances in said contract was the agreement to provide without cost to the United States all lands, easements, rights-of-way, utility relocations and alterations, and highway or highway bridge construction and alterations necessary for project construction; and

WHEREAS, all lands, easements and rights-of-way necessary for the project have been acquired by the City of Charlotte.

NOW, THEREFORE, BE IT RESOLVED by the City of Charlotte that the United States of America, its officers, agents, employees and contractors are hereby authorized to enter upon all the required lands for the project as shown on the engineering plans of the Charleston District Engineer and to do all work necessary thereon in connection with aforesaid work of improvement along Little Sugar Creek in Mecklenburg County, North Carolina.

ADOPTED by the City of Charlotte this 26th day of September,

19 77.

THE CITY OF CHARLOTTE, NORTH CAROLINA

by James B. Whittington

Mayor Pro Tem

APPROVED AS TO FORM:

DATE 10-3-77

ATTEST:

by Ruth Armstrong  
RUTH ARMSTRONG  
City Clerk

DATE 10-3-77

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 65, and is recorded in full in Resolutions Book 12, at page 36.

Ruth Armstrong  
City Clerk

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY AND THE CITY COUNCIL OF CHARLOTTE, NORTH CAROLINA TO REQUEST THAT SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY PROCEED WITH THE NECESSARY CONVERSION OF EQUIPMENT TO PROVIDE FOR 911 EMERGENCY TELEPHONE SERVICE IN MECKLENBURG COUNTY.

WHEREAS, in January of 1976, Mayor John Belk of Charlotte appointed a committee to study the feasibility of implementing 911 emergency telephone service; and

WHEREAS, following months of research and discussion, the 911 Study Committee unanimously recommended to the Board of County Commissioners and the Charlotte City Council that the 911 service be implemented as soon as Southern Bell could convert telephone equipment to provide the service; and

WHEREAS, the Board of County Commissioners of Mecklenburg County and the Charlotte City Council are desirous of furnishing this service and request that Southern Bell proceed with the conversion of necessary telephone equipment so that 911 will be operable by July of 1979; and

WHEREAS, the Board of County Commissioners and the Charlotte City Council have each funded a portion of the start-up costs for this project in the 1977-78 budgets, and will at a later time enter into an agreement which will provide for cooperative funding of the project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Mecklenburg County and the Charlotte City Council that 911 emergency telephone service shall be implemented in Mecklenburg County, and that Southern Bell shall be directed to proceed with the necessary conversion of its equipment to provide for this service.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 1977 by the Mecklenburg Board of County Commissioners.

RESOLVED this 26th day of September, 1977 by the Charlotte City Council.

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 66, and is recorded in full in Resolutions Book 13, at Page 37.

"RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CHARLOTTE FOR CONDEMNATION ACTION IN THE  
WEST MOREHEAD COMMUNITY DEVELOPMENT TARGET AREA"

WHEREAS the City of Charlotte has undertaken the execution of the West Morehead Community Development Target Area, the same being an Urban Redevelopment Project, to be executed in accordance with the provisions of Article 22 of Chapter 160A of the General Statutes of North Carolina; and

WHEREAS the Urban Renewal Law as set out in said Article and Chapter provides for the acquisition, preparation, sale, sound replanning, and redevelopment of property within a redevelopment area, as defined by said law; and

WHEREAS such area has been established in accordance with the requirements of such law and the said West Morehead Community Development Target Area approved by the Governing Body of the City of Charlotte; and

WHEREAS such law specifically provides for the exercise of power of Eminent Domain in order that the purpose of the law as set out in said Article 22 of Chapter 160A to be achieved and accomplished, such purposes being in the public interest and designed to promote the health, safety and welfare of the inhabitants of this community and locality; and

WHEREAS the City of Charlotte has, under the applicable laws and regulations relating to such procedure, endeavored to establish a fair market value on properties within the area, and has in good faith through its proper agents endeavored to negotiate for the acquisition of properties within the fair market value thereof, the City of Charlotte recognizing in such negotiations that it needed to acquire said property in accordance with the said redevelopment plan previously approved; and

WHEREAS the City of Charlotte, after such fair negotiations, has of this date been unable to acquire such properties as hereinafter set out and this acquisition of such properties being essential to the achievement of the plans and accomplishment of the purpose of the redevelopment law as the same relates thereto; and

WHEREAS it therefore appears that it will be necessary for the City of Charlotte to institute condemnation proceedings under the provisions of the North Carolina Law of Eminent Domain and the exercise of powers thereunder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, that the Council approves and hereby orders the institution of condemnation proceedings in its proper corporate name with respect to the following properties:

<u>Block No.</u>	<u>Parcel No.</u>	<u>Owner</u>	<u>Fair Market Value</u>
41	2	Hattie A. Foy Life Estate	\$ 3,800

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 66, and is recorded in full in Resolutions Book 13, at Page 38.

Ruth Armstrong, City Clerk

"RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CHARLOTTE FOR CONDEMNATION ACTION IN THE  
THIRD WARD COMMUNITY DEVELOPMENT TARGET AREA"

WHEREAS the City of Charlotte has undertaken the execution of the Third Ward Community Development Target Area, the same being an Urban Redevelopment Project, to be executed in accordance with the provisions of Article 22 of Chapter 160A of the General Statutes of North Carolina; and

WHEREAS the Urban Renewal Law as set out in said Article and Chapter provides for the acquisition, preparation, sale, sound re-planning, and redevelopment of property within a redevelopment area, as defined by said law; and

WHEREAS such area has been established in accordance with the requirements of such law and the said Third Ward Community Development Target Area approved by the Governing Body of the City of Charlotte; and

WHEREAS such law specifically provides for the exercise of power of Eminent Domain in order that the purpose of the law as set out in said Article 22 of Chapter 160A to be achieved and accomplished, such purposes being in the public interest and designed to promote the health, safety and welfare of the inhabitants of this community and locality; and

WHEREAS the City of Charlotte has, under the applicable laws and regulations relating to such procedure, endeavored to establish a fair market value on properties within the area, and has in good faith through its proper agents endeavored to negotiate for the acquisition of properties within the fair market value thereof, the City of Charlotte recognizing in such negotiations that it needed to acquire said property in accordance with the said redevelopment plan previously approved; and

WHEREAS the City of Charlotte, after such fair negotiations, has of this date been unable to acquire such properties as herein-after set out and this acquisition of such properties being essential to the achievement of the plans and accomplishment of the purpose of the redevelopment law as the same relates thereto; and

WHEREAS it therefore appears that it will be necessary for the City of Charlotte to institute condemnation proceedings under the provisions of the North Carolina Law of Eminent Domain and the exercise of powers thereunder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, that the Council approves and hereby orders the institution of condemnation proceedings in its proper corporate name with respect to the following properties:

<u>Block No.</u>	<u>Parcel No.</u>	<u>Owner</u>	<u>Fair Market Value</u>
26	3	Double Triangle	\$21,000
26	4	Lydia S. Willard	1,200
27	1	Double Triangle	1,900

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 66, and is recorded in full in Resolutions Book 13, at Page 39.

Ruth Armstrong, City Clerk

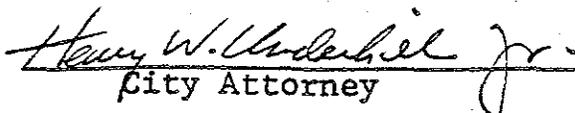
A RESOLUTION AUTHORIZING THE REFUND  
OF CERTAIN TAXES

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 collected taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers made demand in writing for refund of the amounts set out on the schedule within eight years from the date the amounts were due to be paid.
3. The amounts listed on the schedule were collected through clerical error or by a tax illegally levied and assessed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 26th day of September, 19 77, that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded the amounts therein set out and that the schedule and this resolution be spread upon the minutes of this meeting.

Approved as to form:

  
City Attorney

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 1977, the reference having been made in Minute Book 66, and is recorded in full in Resolutions Book 13, at Page 40.

Ruth Armstrong, City Clerk

Taxpayers and Refunds Requested

<u>NAME</u>	<u>AMOUNT OF REFUND REQUESTED</u>	<u>REASON</u>
City-Wide TV Service	\$ 5.00	Clerical Error
B. E. Holbrooks Co. Inc.	45.00	Clerical Error
H.T.L. Enterprises, Inc. d/b/a Holly Farms Chicken	<u>1,416.39</u>	Clerical Error
	\$1,466.39 =====	