

**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 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 8th day of June, 1998 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.

Read, approved, and adopted by the City Council of the City of Charlotte, North Carolina, in a regular session convened on the 8th day of June, 1998, the reference having been made in Minute Book 112 and recorded in full in Resolution Book 35, page(s) 69-70.

\_\_\_\_\_  
Brenda Freeze, CMC  
City Clerk

**TAXPAYERS AND REFUNDS REQUESTED  
MORE THAN \$100**

<u>Name</u>	<u>Amount of Refund</u>
<u>Clerical Error</u>	
Herbs and More	\$ 150.00
Ninth Street Investors LLC	3,405.79
Clark Victor R	716.35
LDI Reproprinting Centers	230.70
LDI Reproprinting Centers	284.03
Hendrick Honda	1,279.09
Hendrick Honda	2,658.86
Hendrick Honda	3,671.76
Hendrick Honda	5,455.50
Nisbet Oil Co	2,144.42
<b>Total</b>	<b><u>\$19,996.50</u></b>

**RESOLUTION  
AUTHORIZING THE CITY OF CHARLOTTE  
TO ENTER INTO AN AGREEMENT WITH  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

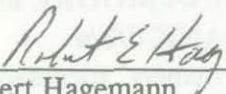
A motion was made by Councilmember Rousso and seconded by Councilmember Wheeler for adoption of the following resolution, and upon being put to a vote, was duly adopted.

**WHEREAS**, the City of Charlotte has requested the North Carolina Department of Transportation to assist in the funding of a Transit Technology Grant; and

**WHEREAS**, the City of Charlotte will provide 10 percent of the cost of the above described project;

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Transportation is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

**Approved as to form:**

  
\_\_\_\_\_  
Robert Hagemann  
Assistant City Attorney

June 8, 1998  
Date

**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 8th day of June, 1998, the reference having been made in Minute Book 112, and recorded in full Resolution Book 35, Page(s) 71.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 9th day of June, 1998.

\_\_\_\_\_  
Brenda R. Freeze, CMC, City Clerk



A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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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 **RONDA AVENUE CULVERTS 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 **RONDA AVENUE CULVERTS PROJECT** and estimated to be approximately 11,830 square feet (0.272 acre) for a permanent storm drainage easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 189-184-10, said property currently owned by **MARY DANA MOORE and spouse, if any; LYNN P. HOLLEY, Trustee, TUCKER FEDERAL BANK d/b/a PROVIDENCE MORTGAGE CORPORATION, Beneficiary;** 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.

A RESOLUTION AUTHORIZING A HEARING OFFICER DESIGNEE FOR AN APPEAL FROM A NOTICE OF A GRAFFITI VIOLATION PURSUANT TO CHARLOTTE CITY CODE §10-84

WHEREAS, City Code §10-83 makes unlawful graffiti and provides for the removal of graffiti;

WHEREAS, City Code §10-84 provides for a written notice to remove or obscure effectively graffiti and the right to appeal within seven days of receipt of the notice to the City Council or its designee; and

WHEREAS, the City Council wishes to authorize a designee pursuant to City Code §10-84(c), "Appeal Procedure", to conduct appeals on graffiti and timely filed appeals in accordance with §§10-83 and 10-84;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby authorize as its designee the Pay Business Executive of the City's Department of Solid Waste to be the City's hearing officer designee pursuant to City Code §10-84(c).

Approved as to form:



**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 8th day of June, 1998, the reference having been made in Minute Book 112, and recorded in full in Resolution Book 35, Page(s) 72-72A.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 9th day of June, 1998.

Brenda R. Freeze, CMC, City Clerk

Brenda Freeze, City Clerk, CMC

A RESOLUTION AUTHORIZING A HEARING OFFICER DESIGNEE FOR AN APPEAL FROM A NOTICE OF A GRAFFITI VIOLATION PURSUANT TO CHARLOTTE CITY CODE §10-84.

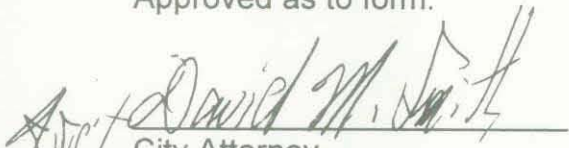
WHEREAS, City Code §10-83 makes unlawful graffiti and provides for the removal of graffiti;

WHEREAS, City Code §10-84 provides for a written notice to remove or to obscure effectively graffiti and the right to appeal within seven days of receipt of the notice to the City Council or to its designee; and

WHEREAS, the City Council wishes to authorize a designee pursuant to City Code §10-84(c), "Appeal Procedure", to conduct appeals on properly and timely filed appeals in accordance with §§10-83 and 10-84.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby authorize as its designee the Key Business Executive of the City's Department of Solid Waste to be the City's hearing officer designee pursuant to City Code §10-84(c).

Approved as to form:

  
City Attorney

CERTIFICATION

I, Brenda 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 day of June 8, 1998, and the reference having been made in Minute Book 112, page        and recorded in full in Resolutions Book 35, page 73.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 9th day of June, 1998.

\_\_\_\_\_  
Brenda Freeze, City Clerk, CMC



**RESOLUTION OF THE CHARLOTTE CITY COUNCIL APPROVING A  
RESOLUTION OF THE ADAMS OUTDOOR ADVERTISING LAWSUIT AND  
AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE RESOLUTION  
AGREEMENT AND CONSENT ORDER**

WHEREAS, on November 9, 1987, the City Council enacted and adopted certain zoning sign regulations codified as Chapter 13 of the Charlotte Zoning Ordinance (hereinafter the "Sign Ordinance") which became effective February 1, 1988. The Sign Ordinance was amended on March 25, 1996. The Sign Ordinance provides that certain signs by reason of their location, size, or other characteristics, are deemed to be nonconforming signs and requires that such signs be brought into compliance with the Sign Ordinance or removed entirely.

WHEREAS, on August 8, 1988, Adams Outdoor Limited Partnership, d/b/a Adams Outdoor Advertising (hereinafter "Adams") instituted a lawsuit in which Adams challenged the validity of the Sign Ordinance and sought damages against the City.

WHEREAS, the City has consistently maintained the validity of the Sign Ordinance and has denied any liability to Adams.

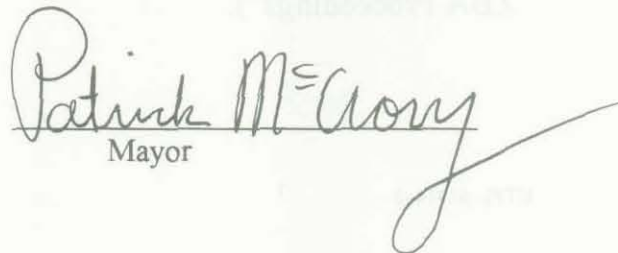
WHEREAS, Adams has executed the Resolution Agreement attached hereto which would resolve the matters and things in controversy and at issue in the lawsuit.

WHEREAS, the City Council recognizes that, through the Resolution Agreement, Adams has conceded the validity of the Sign Ordinance and has agreed to remove or otherwise bring into compliance all nonconforming signs within 4 1/2 years from the date of entry of a Consent Order.

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

1. The City of Charlotte hereby accepts and approves the Resolution Agreement attached hereto.
2. The City Attorney is hereby authorized to execute the Resolution Agreement attached hereto on behalf of the City of Charlotte.
3. The City Attorney is hereby authorized to execute a Consent Order consistent with the terms of the Resolution Agreement attached hereto on behalf of the City of Charlotte.

This the 8th day of June, 1998.

  
Mayor

**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 8th day of June, 1998, the reference having been made in Minute Book 112, and recorded in full in Resolution Book 35, Page(s) 74-81.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 9th day of June, 1998.

\_\_\_\_\_  
Brenda R. Freeze, CMC, City Clerk

STATE OF NORTH CAROLINA

RESOLUTION AGREEMENT

COUNTY OF MECKLENBURG

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of June, 1998, by and between ADAMS OUTDOOR LIMITED PARTNERSHIP, d/b/a ADAMS OUTDOOR ADVERTISING, a Minnesota limited partnership (hereinafter "Adams"), and THE CITY OF CHARLOTTE, a North Carolina municipal corporation (hereinafter the "City").

Statement of Facts

1. On November 9, 1987, the City enacted and adopted certain zoning sign regulations codified as Chapter 13 of the Charlotte Zoning Ordinances (hereinafter the "Sign Ordinance") which became effective February 1, 1988. The Sign Ordinance was amended on March 25, 1996. The Sign Ordinance prohibits certain signs and declares them to be illegal. Section 13.112 of the Sign Ordinance provides that certain existing signs, by reason of their location, size or other characteristics, are deemed to be nonconforming signs (hereinafter "Nonconforming Signs") and requires that such signs be brought into compliance with the Sign Ordinance or removed entirely.

2. On August 8, 1988, Adams instituted certain litigation entitled *Adams Outdoor Limited Partnership, d/b/a Adams Outdoor Advertising v. City of Charlotte*, 88 CVS 9786, General Court of Justice, Superior Court Division, Mecklenburg County, North Carolina (hereinafter the "Lawsuit") in which Adams challenged the validity of the Sign Ordinance and sought damages against the City. The City has consistently maintained the validity of the Sign Ordinance and has denied any liability to Adams.

3. Pursuant to the Sign Ordinance, the City conducted inspections of signs within the zoning jurisdiction of the City as described in Section 1.103 of the City's Zoning Ordinance (hereinafter the "Jurisdiction") and determined that a number of Adams' signs violated the Sign Ordinance. Notice of violations were issued, and in response thereto, Adams initiated multiple proceedings in the nature of requests for variances and appeals before the Zoning Board of Adjustment, some of which remain pending (hereinafter the "ZBA Proceedings").

HTPL: 61914v2



4. Adams represents and warrants that the attached *Exhibit A* is a true and correct listing of all known Adams' Nonconforming Signs existing within the Jurisdiction as of the date of this Agreement (which includes the signs which are the subject of the ZBA Proceedings other than those included on *Exhibit C* referred to below). The attached *Exhibit B* is a true and correct listing of all of Adams' signs (identified by City Notice of Violation number) which are currently the subject of the ZBA Proceedings (other than those included on *Exhibit C* referred to below).

5. Adams and the City have resolved the matters and things in controversy between them which were raised in the Lawsuit, agree that the Lawsuit should be dismissed with prejudice and wish to set forth their understanding with respect to said dismissal in writing herein.

#### Agreement

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Ordinance Valid. The Sign Ordinance was duly and properly adopted and is valid and enforceable in all respects. The enactment of the Sign Ordinance was a proper exercise of the City's police power inasmuch as the ordinance promotes and protects the public interests and the health, safety and aesthetics of the City and its residents.

2. Compliance. All Nonconforming Signs on *Exhibit A* will be brought into compliance with the Sign Ordinance or removed entirely on or before the \_\_\_ day of \_\_\_\_\_, 2003, which is four and one-half (4 1/2) years following the entry of the Consent Order referred to below (hereinafter the "Compliance Period").

3. Deletion Of Nonconforming Signs. On each anniversary date of the entry of the Consent Order during the Compliance Period, Adams will provide the City with a listing of each previously identified Nonconforming Sign which Adams contends has been brought into compliance with the Sign Ordinance or removed. The listing will identify the sign and provide such explanation and data as may be necessary to enable the City to make a determination as to whether the sign is in compliance or has been removed. On or before thirty (30) days following the end of the Compliance Period, Adams will provide the City with a final listing of each previously identified Nonconforming Sign which Adams contends has been brought into compliance or removed. This listing will also include appropriate explanation and data to enable the City to make a determination as to whether the sign is in compliance or has been removed. Within sixty (60) days following receipt of the listings, the City will provide its written response stating whether it agrees or disagrees with each of



resolve the dispute. Any unresolved disagreement will be submitted to arbitration as set forth below. Signs will be deleted from *Exhibit A* by (1) agreement of the parties, (2) pursuant to a finding by the arbitrator that the sign is no longer a Nonconforming Sign, (3) pursuant to the granting of a variance by which the sign is deemed to then be in compliance, or (4) upon the successful conclusion of a ZBA appeal resulting in a finding by the ZBA or a court of competent jurisdiction that the sign is in compliance.

4. Arbitration. Any dispute arising out of or related to Paragraph 3 above as to whether a sign is no longer a Nonconforming Sign will be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The locale of the arbitration will be Charlotte, North Carolina. At any time after fifteen (15) days following the City's response to Adams' listing, either party will have the right to demand arbitration by giving written notice thereof to the other party. In the event of a demand for arbitration, the parties will attempt to agree on the selection of one arbitrator. If the parties fail to agree, the dispute will be submitted to and administered by the American Arbitration Association. The parties agree to expedite any arbitration proceedings and further agree that all such proceedings will be fully concluded within one hundred and twenty (120) days from the time demand for arbitration was made. All disputes other than those arising out of Paragraph 3 will be resolved in accordance with Paragraph 6 below.

5. ZBA Proceedings. Adams will dismiss with prejudice all ZBA Proceedings identified on *Exhibit C* attached hereto within ten (10) days following the entry of the Consent Order. With respect to the dismissed proceedings, the City agrees not to oppose Adams' request to Mecklenburg County for refund of ZBA fees previously paid. Adams, at its sole election, will have the right to continue to a conclusion all remaining ZBA Proceedings and those which may be instituted pursuant to paragraph 7 below. In no event, however, will Adams have the right to raise the issue of the validity or enforceability of the Sign Ordinance in any ZBA Proceedings.

6. Enforcement. Each sign remaining on *Exhibit A* at the end of the Compliance Period will constitute a separate and distinct violation of this Agreement. For each violation, Adams will pay a civil penalty to the City in the amount of \$500.00 per day until the violation is corrected. The City will have the right to enforce this Agreement through the enforcement provisions of the Sign Ordinance and the enforcement provisions of Chapter 8 of the City's Zoning Ordinance. In addition, the City will be entitled to apply to the Court for further relief through the enforcement of a Consent Order, a copy of which is attached as *Exhibit D*. If an arbitration proceeding or ZBA Proceeding is pending at the end of the Compliance Period, the enforcement provisions of this Agreement and the Consent Order will be stayed until the proceeding has been completed; provided, however, that if it is finally determined that the sign which is the subject of the proceeding is or remains a Nonconforming Sign, that Nonconforming Sign will be subject to the civil penalties referred to in this paragraph calculated from the date the Compliance Period ended. The parties



hereto submit to the jurisdiction and venue of the General Court of Justice, Superior Court Division, Mecklenburg County, North Carolina for purposes of enforcement and to resolve all issues (other than those arising out of paragraph 3) above which may relate to this Agreement.

7. Designation of Additional Nonconforming Signs. During the Compliance Period, the City has the right to conduct further inspections pursuant to the Sign Ordinance to locate other Adams' signs which may be in violation. If the City determines that additional Adams' signs are Nonconforming Signs, or that certain Nonconforming Signs have additional violations, or that certain signs, other than Nonconforming Signs, violate the Sign Ordinance, the City will follow the provisions of the Sign Ordinance with respect to those violations. Adams will have all rights provided by the Sign Ordinance with respect to those violations, including the right to request a variance or to appeal to the Zoning Board of Adjustment. All subsequently designated Nonconforming Signs will be brought into compliance with the Sign Ordinance or removed entirely at the end of the Compliance Period or the conclusion of the normal administrative and judicial review process with respect to that sign, whichever occurs later. Nonconformities referred to in this paragraph which are not brought into compliance with the Sign Ordinance or removed will not be subject to the enforcement provisions of this Agreement but will be subject to the enforcement provisions of the Sign Ordinance. Signs, other than Nonconforming Signs, which violate the Sign Ordinance will also be subject to the enforcement provisions of the Sign Ordinance and shall not be deemed to be covered by, or enjoy the benefits of, this Agreement.

8. Dismissal. Adams' claims in the Lawsuit will be dismissed with prejudice pursuant to the Consent Order. The Court will retain jurisdiction over this matter in order to enforce this Agreement as necessary. The Consent Order will be executed by the parties simultaneously with the execution of this Agreement and will be immediately presented to the Court for entry.

9. Notice. All notices required by this Agreement must be in writing and must be sent by (a) certified mail, return receipt requested, or (b) overnight delivery service and address as follows:

If to Adams:

General Manager  
Adams Outdoor Advertising of Charlotte  
1134 North Graham Street  
Charlotte, NC 28206



With copy to:

William P. Farthing, Jr., Esquire  
Parker, Poe, Adams & Bernstein, LLP  
201 S. College Street, Suite 2500  
Charlotte, NC 28244

and

David H. Flint, Esquire  
Schreeder, Wheeler & Flint, LLP  
16000 Candler Building  
127 Peachtree Street, N.E.  
Atlanta, GA 30303-1845

If to the City:

DeWitt F. McCarley, Esquire  
City Attorney's Office  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202-2841

With copy to:

City Clerk  
City of Charlotte  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202-2841

and

Robert C. Stephens, Esquire  
Horack, Talley, Pharr & Lowndes, P.A.  
2600 One First Union Center  
Charlotte, NC 28202-6038

10. Intent and Affect of Agreement. This Agreement fully determines and defines the right of the City to enforce the Sign Ordinance as to Adams' signs within the Juris-

diction. This Agreement also fully determines and defines Adams' rights and obligations with respect to compliance with the Sign Ordinance during the Compliance Period. This Agreement is not intended to limit, restrict, lessen, expand or otherwise affect any other right or obligation the parties now have or may have in the future except as it may relate to the Sign Ordinance or the enforcement of the Sign Ordinance during the Compliance Period. This Agreement does not restrict or limit the City's right to enforce the Sign Ordinance as to other Adams' signs after the expiration of the Compliance Period. Additionally, this Agreement is not intended to confer, and does not confer, any rights upon any other person or entity having an interest in an outdoor advertising sign or billboard and in no way restricts or limits the right of the City to enforce the Sign Ordinance as to any other persons or entities.

11. Releases. Except for the promises and commitments made in this Agreement, Adams, for itself and its officers, directors, partners, employees, representative, successors and assigns, releases the City and its public officials, officers, employees, representatives, successors and assigns, and the City, for itself and its public officials, officers, employees, representatives and assigns, releases Adams and its officers, directors, partners, employees, representatives, successors and assigns from any and all claims, liabilities, damages, demands, actions or causes of action which they have or may have arising out of or related, directly or indirectly, to the adoption or enforcement of the Sign Ordinance or which were raised in the Lawsuit, whether said claims or whether the facts on which said claims may be based are now known or unknown.

12. Miscellaneous. This Agreement embodies the entire agreement reached by the parties with respect to its subject matter and may not be amended or modified except by an instrument in writing duly executed by both parties. This Agreement will be construed in accordance with the laws of the State of North Carolina. This Agreement will inure to the benefit of and will be binding upon the parties named in it and on their respective successors and assigns.

IN WITNESS WHEREOF, by authority duly given and pursuant to the resolution of the Charlotte City Council attached hereto as *Exhibit E*, the parties hereto execute this Agreement as of the day and year first above written.

ADAMS OUTDOOR LIMITED  
PARTNERSHIP

By: 