

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:

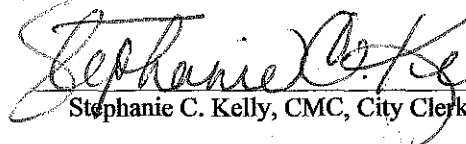
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time 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 26th day of May, 2009 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, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (980-981).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.


Stephanie C. Kelly, CMC, City Clerk



May 26, 2009

Resolution Book 41, Page 981

TAXPAYERS AND REFUNDS REQUESTED
(Clerical Error)

<u>NAME</u>	<u>AMOUNT</u>
SPIL SAMUEL CO	\$ 17.24
BYRD, EDDIE L	120.30
AMERICORP FINANCIAL INC	49.28
SENECAL, JEFFREY S	684.03
METZLER, FREDRICK H III	24.32
MATEO, JULIO C	20.92
MLA INCOME PROPERTIES II LLC	7,234.41
WATERFRONT CONNUMITIES	14,468.82
WELLS FARGO HOME MORTGAGE	88.04
FARLING, MELISSA M	287.52
GOODSON, GREGORY D	110.79
AMERICAN HOME CLOSING INCORPORATED	<u>1,635.18</u>
TOTAL	<u>\$ 24,740.85</u>

EXTENSION OF INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this ____ day of May 2009, by and between the Charlotte-Mecklenburg Board of Education (hereinafter "CMBE") and the City of Charlotte, (hereinafter "City").

RECITALS

WHEREAS, the City and the CMBE desire to continue their partnership in preserving school safety within the school community through the use of certified school law enforcement officers and entered into an interlocal agreement on November 27, 2007 for the City to provide state law enforcement certification for certain officers of the CMBE for a period of eighteen months while the CMBE sought legislation to create a campus law enforcement agency;

WHEREAS, the CMBE and the City now desire to extend the current interlocal agreement while awaiting passage of legislation currently pending in the North Carolina General Assembly to create a campus law enforcement agency and;

WHEREAS, North Carolina General Statutes §153A-445(a)(1) and §160A-460, *et.seq.*, authorize the City and the CMBE to enter into an interlocal agreement for a joint undertaking to include the provision of law enforcement services;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations contained herein, the parties hereto agree as follows:

AGREEMENT

I. CMBE AGREES TO:

1. Be subject to the lawful operational commands of the Deputy Chief of the Support Services Group or his or her designee(s) of the Charlotte-Mecklenburg Police Department (hereinafter "CMPD") during the duration of this agreement but the CMBE officers shall, for personnel and administrative purposes, remain under the control of the CMBE, including for purposes of pay. The CMBE officers shall furthermore be entitled to worker's compensation and the same benefits to the extent as though the officer were functioning within the normal scope of the CMBE officer's duties. All benefits and insurance coverage are at the sole and exclusive cost of CMBE.

RESOLUTION ADOPTING THE EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION TO PROVIDE STATE LAW ENFORCEMENT CERTIFICATION FOR CERTAIN OFFICERS OF THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

WHEREAS, North Carolina General Statute §160A-461, "Interlocal cooperation authorized" and North Carolina General Statute §153A-445 authorizes 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 the Charlotte-Mecklenburg Board of Education wish to extend the Interlocal Agreement by which the City of Charlotte has agreed to provide state law enforcement certification for certain officers of the Charlotte Mecklenburg Board of Education until the earlier of the passage of pending legislation in the North Carolina General Assembly creating a campus law enforcement agency or until September 1, 2009, pursuant to the attached Agreement.

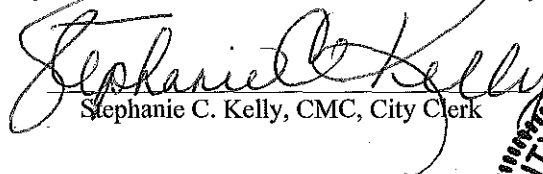
NOW, THEREFORE, BE IT RESOLVED by the Charlotte City Council that the City of Charlotte proceed with the signing of the Extension of the Interlocal Agreement between the City of Charlotte and the Charlotte-Mecklenburg Board of Education.

Adopted this 26 day of May 2009.

CERTIFICATION

I, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 982b.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.


Stephanie C. Kelly, CMC, City Clerk



2. Pay all costs for certification of the current school law enforcement officers as well as any officers hired by CMBE during the term of this Agreement, and to remain responsible for any costs during the term of this Agreement, to include: all compensation, including all benefits such as insurance and workers' compensation, as well as, all equipment, uniforms, computers, office space, office equipment and any other costs or payments associated with the certification or equipping of the school law enforcement officers. CMBE will incur all costs necessary to effectuate this Agreement and will reimburse CMPD for any costs it may incur.
3. Ensure that any required personnel documents or other necessary waivers are provided to the CMPD upon request.
4. Prior to hiring any law enforcement officers, any such candidates shall be subject to the same background and screening requirements as any CMPD reserve officer and further, the CMPD shall have the right to approve or reject any such CMBE candidate prior to awarding law enforcement certification.
5. Comply with the CMPD requirements for training, equipment and operational procedures and to abide by all CMPD directives or standard operating procedures to include the requirements of the Reserve Unit of the CMPD in addition to City policies.
6. Inform the Deputy Chief of the Support Services Group of the CMPD, or his/her designee, of the activities of the unit on a weekly basis, or more frequently, if deemed necessary by the Deputy Chief or his/her designee. Any incident involving use of force shall be reported within 24 hours, and any incident involving the discharge of a weapon or serious injury to a CMS student or law enforcement officer shall be reported immediately.
7. Seek passage of pending legislation in the North Carolina General Assembly to create a campus law enforcement agency to govern school law enforcement issues.

II. THE CITY AGREES TO:

1. Hold the law enforcement certification through the CMPD for the sworn employees of the CMBE, school law enforcement unit until the earlier of the passage of legislation currently pending before the General Assembly establishing a campus law enforcement agency or until September 1, 2009.
2. While working with the CMPD, the CMBE officers shall have the same jurisdiction, powers, rights, privileges and immunities (including those

relating to the defense of civil actions and payment of judgments) as any CMPD officer in addition to those a CMBE officer normally possesses.

III. DURATION OF THE AGREEMENT

1. This agreement shall become effective upon ratification by resolution by the City Council as the governing board of the City of Charlotte and ratification by resolution of the Charlotte-Mecklenburg Board of Education as the governing board of the school system, pursuant to N.C.G.S. §160A-461.
2. This agreement shall expire at the earlier of the passage of legislation currently pending in the General Assembly creating a campus law enforcement agency or September 1, 2009. The parties may modify this agreement in writing.

IV. GENERAL TERMS AND CONDITIONS

The obligations herein assumed by CMBE and the City shall be governed by the laws of the State of North Carolina.

- A. The parties agree that the City shall have no responsibility for any costs associated with the certification, equipping or compensating the sworn employees of the CMBE, or any civilian employees of the CMBE and CMBE will not look to the City for any reimbursement for any costs associated with this Agreement.
- B. The parties agree that while the City, through CMPD, shall supervise, in accordance with this Agreement the school law enforcement officers for law enforcement activities, the school law enforcement officers shall remain employees of the CMBE and CMBE shall be responsible for their acts or omissions during such employment
- C. The parties hereto agree that they are independent of each other and neither party shall be deemed an employee, servant, agent, partner or joint venturer of the other and nothing in this Agreement shall be construed to make the parties partners or joint venturers or to make any party liable for the obligations, acts, or activities of the other party, as well as the other party's employees, agents, servants, contractors and/or subcontractors.
- D. For purposes of sending reports and/or notices, it shall be accomplished, via U.S. Mail or courier service, as follows:

If CMBE:

To: Superintendent of CMBE
701 E. Martin Luther King, Jr. Blvd.
Charlotte, NC 28202

With a Copy to: Chief Operating Officer of CMBE
701 E. Martin Luther King, Jr. Blvd.
Charlotte, NC 28202

If CMPD:

To: Deputy Chief Support Services Group
601 East Trade Street
Charlotte, NC 28202

With a Copy to: Major, Support Services Group
601 East Trade Street
Charlotte, NC 28202

- E. CMBE shall indemnify, defend and hold harmless the City hereto, its officers, employees, agents or subcontractors from and against any and all losses, damages, costs, expenses (including reasonable attorney's fees to be capped at 15% over the rate paid by CMBE for outside counsel), obligations and other liabilities (including settlement amounts) that arise directly or are attributable to any acts or omissions relating to this Agreement and which are caused by the CMBE's officers, employees, agents or subcontractors, as allowed by law. The CMBE shall pay or reimburse the City for any reasonable costs incurred by the City in defending any litigation or for any liability incurred as a result of this Agreement. CMBE and the City agree that CMBE and the City shall jointly control all aspects of any litigation or defense of litigation arising out of this Agreement, and mutually agree upon decisions regarding settlement or compromise of claims, and the selection of counsel, if both parties remain in the litigation. In the event only one party remains in the litigation, that party shall have sole discretion for decisions regarding litigation including settlement or compromise of claims.
- F. This Agreement may be amended or modified upon mutual written consent of both parties.
- G. The parties hereto acknowledge that the obligations and covenants contained in this Agreement have been approved by the Division of Risk Management for the CMBE and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts, each of which shall be deemed an original, on the day and year first above written.

CITY OF CHARLOTTE, CHARLOTTE-
MECKLENBURG POLICE
DEPARTMENT

CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION

By: _____
Chief of Police, CMPD

Superintendent, CMBE

By: _____
City Manager

Division of Risk Management

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Sheila W. Shirley, Finance Officer

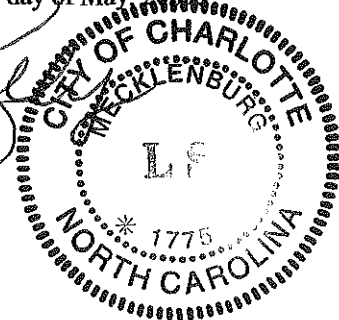
CERTIFICATION

I, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (982-986).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.

Stephanie C. Kelly

Stephanie C. Kelly, CMC, City Clerk



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE
ADOPTING AND APPROVING THE EXCHANGE OF REAL PROPERTY
WITH STEELE CREEK LIMITED PARTNERSHIP**

WHEREAS, the City of Charlotte (the "City") purchased a parcel of property having tax identification number 199-241-02, located in the path of a new multilane road to be constructed to connect Steele Creek Road to Dixie River Road in the Steele Creek neighborhood of Mecklenburg County; and

WHEREAS, the new road will be constructed on the central portion of the parcel, leaving after construction two remnant pieces, one on either side of the new road; and

WHEREAS, Steele Creek Limited Partnership, an adjoining landowner, desires to acquire the two remnant pieces for future development; and

WHEREAS, the City requires portions of right-of-way from properties owned or controlled by Steele Creek Limited Partnership to construct the new road; and

WHEREAS, Steele Creek Limited Partnership has agreed to deed approximately 7.2 acres of its property, having a value of approximately \$997,200.00, for road right-of-way, in exchange for the City's conveyance of its remnant parcels containing approximately 3.32 acres, valued at approximately \$874,950.00.

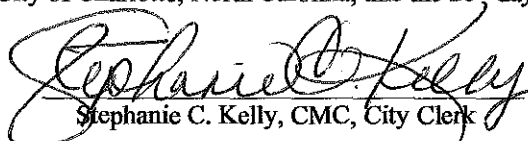
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, as follows:

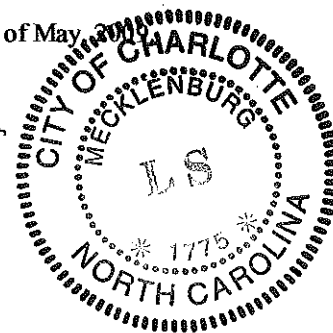
- A. The City shall receive from Steele Creek Limited Partnership fee simple title to 7.2 acres of property needed for construction of the City's Dixie River Road Realignment Project, as full and fair compensation for the City's property being exchanged.
- B. Steele Creek Limited Partnership, its successors and assigns, will receive from the City, in exchange for the property described in Paragraph A, fee simple title to 3.2 acres of property remaining in tax parcel number 199-241-02 after construction of the Dixie River Road Realignment Project, as full and fair compensation for Steele Creek's property being exchanged.
- C. The City Manager or his designee has the authority to execute any and all documents necessary to complete the exchange of the land rights between the City and Steele Creek Limited Partnership, its successors and assigns.

CERTIFICATION

I, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (987-988).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.


Stephanie C. Kelly, CMC, City Clerk



RESOLUTION AUTHORIZING THE ACCEPTANCE OF SURPLUS INDEPENDENCE BOULEVARD RIGHT-OF-WAY FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (ADJACENT TO MECKLENBURG COUNTY TAX I. D. # 08117604), AND APPROVING A LONG-TERM LEASE FOR THE SAID LAND TO COMMONWEALTH & PECAN LLC

WHEREAS, the North Carolina Department of Transportation (NCDOT) owns .4773 acre of right-of-way (r/w) that is surplus to Independence Boulevard and located adjacent to Mecklenburg County Tax I.D. #08117604.

WHEREAS, NCDOT had made a tentative agreement to release the land to Conformity Corporation d/b/a Commonwealth & Pecan LLC who is the adjacent property owner.

WHEREAS, NCDOT later found that the City of Charlotte has future plans to develop a transit stop on this property to support the Charlotte Area Transit System (CATS), Southeast Transit Corridor.

WHEREAS, NCDOT agrees to release the r/w to the City of Charlotte upon the following conditions:

1. If the City of Charlotte agrees to lease the land to Conformity for one-dollar until such time that CATS needs the land for transportation purposes.
2. If CATS determines that the land will not be needed for a transit purposes, the City will sell the land to Conformity for one-dollar.

WHEREAS, The City of Charlotte agrees to provide a 20-year lease provided that the lease can be terminated after the first five years with a 180-day notice.

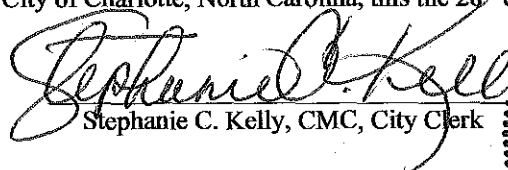
NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF CHARLOTTE HEREBY RESOLVES THAT:

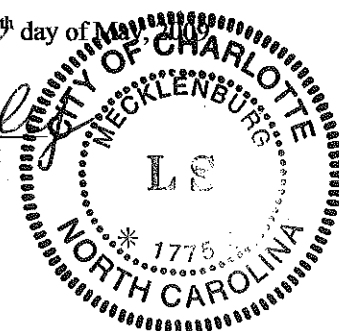
1. The City Manager or his Designee is authorized to accept the surplus right-of-way from the North Carolina Department of Transportation.
2. The City Manager or his Designee is also authorized to enter into a lease for one dollar with Conformity Corporation d/b/a Commonwealth & Pecan LLC for 20-years, but with a 180-day cancelation after the first five years.
3. Should the land not be needed for transportation purposes, the City of Charlotte will agree to sell the land to Conformity Corporation d/b/a Commonwealth & Pecan LLC for one dollar.

CERTIFICATION

I, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 989.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.


Stephanie C. Kelly, 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 **McALPINE CREEK RELIEF SEWER-PHASE 2 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 **McALPINE CREEK RELIEF SEWER-PHASE 2 PROJECT** and estimated to be approximately **15,261 square feet (.350 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. 211-341-02, said property currently owned by **JOHN P. McPHERSON and FRANCES T. McPHERSON, Any Other Parties in Interest**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

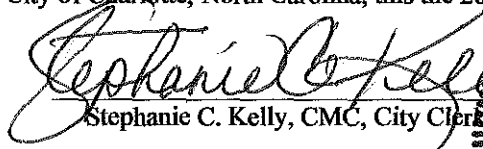
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

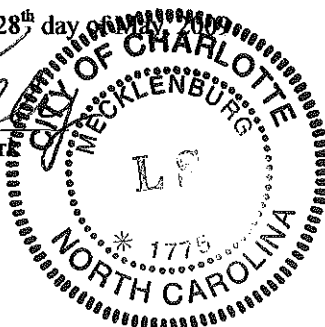
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 990.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day


Stephanie C. Kelly, 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 **SOUTH CORRIDOR LIGHT RAIL 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 **SOUTH CORRIDOR LIGHT RAIL PROJECT** and estimated to be approximately **16,322 square feet (.375 acre) of utility easement, access 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. 123-011-01, said property currently owned by **LINCOLN-MOREHEAD II, LLC.; W. P. EAST DEVELOPMENT COMPANY, L. L. C., Lessee; KNAUFF INSURANCE AGENCY, INC., Lessee, PRICE/McNABB, INC., Lessee, Any Other Parties in Interest,** or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

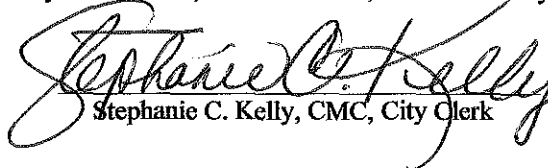
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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, Stephanie C. Kelly, 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 May, 2009, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 991.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of May, 2009.


Stephanie C. Kelly, CMC, City Clerk

