

**A RESOLUTION OF THE CHARLOTTE CITY COUNCIL REPEALING A 1983
CONFLICT OF INTEREST POLICY STATEMENT AND ESTABLISHING A CODE OF
ETHICS FOR MEMBERS OF BOARDS, COMMITTEES, AND COMMISSIONS OF
THE CITY OF CHARLOTTE**

Section 1. The January 24, 1983 Resolution of the Charlotte City Council Establishing a Conflict of Interest Policy Statement for Members of City Boards, Agencies, Committees, and Commission recorded at Resolution Book 19, Page 18 is hereby repealed.

Section 2. A Code of Ethics for Members of Boards, Committees, and Commissions of the City of Charlotte, North Carolina, is hereby established as follows:

**Code of Ethics for Members of Boards, Committees, and Commissions of the City of
Charlotte, North Carolina**

WHEREAS, the Constitution of North Carolina, Article I, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto, *Esse quam videri*, “To be rather than to seem,” and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics and, pursuant to Section 160A-86, the Charlotte City Council has previously adopted a Code of Ethics for the Mayor and City Council , and

WHEREAS, it is appropriate that members of City boards, committees, and commissions, as well as Mayoral and City Council appointees to non-City bodies (hereinafter “Board Members”), also adhere to a Code of Ethics.

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Charlotte, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the City Council do hereby adopt the following General Principles and Code of Ethics to guide Boards Members in their lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.

- Board Members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board Members must always remain aware that they may, at various times, play different roles:
 - As advisors, who balance the public interest and private rights in considering and recommending, among other things, ordinances, policies, and decisions
 - As decision-makers, who arrive at fair and impartial determinations.
- Board Members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board Members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of the Mayor and City Council and the citizens of Charlotte. Each Board Member must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for Board Members and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a member's best judgment.

Section 1.

Board Members should obey all laws applicable to their official actions. Board Members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, Board Members should feel free to assert policy positions and opinions without fear of reprisal from fellow Board members or citizens. However in doing so, Board Members:

- (a) shall be mindful that they were appointed by the Mayor or City Council, or by another appointing authority to a City Board, Committee, or Commission and, therefore, if they are advising or advocating a position that is contrary to a Council policy, that they notify the Mayor and Council of such as soon as practicable;
- (b) who serve in an advisory capacity shall be mindful that their chief responsibility is to advise the Mayor and Council or other decision-making body rather than to advocate to the public at large, particularly when the position of advocacy is contrary to a Council policy;
- (c) shall understand that they hold a position of trust on behalf of the City and its citizens; and
- (d) shall assert policy positions and opinions on matters within or related to the jurisdiction and subject matter of the body on which they serve only through the transparency of official proceedings of the body or in a capacity and manner appropriate for a member of such body. Board Members shall not represent their

individual views as being representative of the full body unless they have been formally authorized by the body to do so.

These guidelines are especially important to Chairpersons who must recognize that they are often viewed as speaking for the body.

To declare that a Board Member is behaving unethically because one disagrees with that official on a question of policy (and not because of the Board Member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Section 2.

Board Members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Exhibiting trustworthiness
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others
- For Board Members who act in a quasi-judicial capacity, disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves
- Treating other Board Members and the public with respect and honoring the opinions of others even when the board members disagree with those opinions
- Showing respect for their offices and not behaving in ways that reflect badly on those offices
- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual Board Members are not generally allowed to act on behalf of the body but may only do so if the body specifically authorizes it, and that the body must take official action as a body

Section 3.a.

Board Members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach and they should not use their official position for personal gain. Although opinions may vary about what behavior is inappropriate, the Council will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the Board Member's action would conclude that the action was inappropriate.

Section 3.b.

If a Board Member believes that his or her actions, while legal and ethical, may be misunderstood, the official should seek the advice of the City Attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4.

Board Members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board Members should faithfully attend and prepare for meetings.

Board Members should be willing to bear their fair share of the body's workload. To the extent appropriate, they should be willing to put the City's interests ahead of their own.

Section 5.

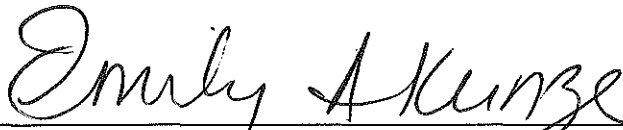
Board Members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to them or City employees.

In order to ensure strict compliance with the laws concerning openness, the Mayor and Council members have made it clear that an environment of transparency and candor is to be maintained at all times in the governmental unit. They should take deliberate steps to make certain that any closed sessions held by the body are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 760-764.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze, Deputy City Clerk



CHARLOTTE CITY COUNCIL

RESOLUTION

**APPROVING FOURTH AMENDMENT TO THE BROOKLYN VILLAGE /
KNIGHTS BASEBALL STADIUM INTERLOCAL COOPERATION
AGREEMENT AND NEW BROOKLYN VILLAGE INTERLOCAL
COOPERATION AGREEMENT**

WHEREAS, the County and the City have previously entered into that certain “Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement” approved by the City on May 14, 2007 (the “Interlocal Agreement”); and

WHEREAS, the County and the City amended the Interlocal Agreement effective as of December 7, 2007 (“First Amendment”) to defer the time for closing on the sale of certain real property by the County to Brooklyn Village LLC (the “Second Ward Property”); and

WHEREAS, the County and Brooklyn Village LLC entered into an Agreement of Sale for County Property dated January 17, 2008 (the “Sales Agreement”) under which the County agreed to sell the Second Ward Property to Brooklyn Village LLC; and

WHEREAS, the County and Brooklyn Village LLC amended the Sales Agreement effective September 8, 2010 to defer the time for closing under the Sales Agreement; and

WHEREAS, by agreement dated October 11, 2011, Brooklyn Village LLC assigned its rights as Buyer under the Sales Agreement to Spectrum Investment Services, Inc. (“Spectrum”), as allowed by the Sales Agreement; and

WHEREAS, the County and Spectrum amended the Sales Agreement effective as of November 20, 2012 to extend the time for Spectrum to close on purchase of the Second Ward Property to June 1, 2013 (the “Second Extension to Sales Agreement”); and

WHEREAS, the County and the City amended the Interlocal Agreement effective as of January 29, 2013 (“Second Amendment”) to defer the time for closing on the sale of the Second Ward Property by the County to Brooklyn Village LLC (the “Second Ward Property”) until June 1, 2013; and

WHEREAS, Brooklyn Village LLC did not close on the sale of the Second Ward Property by June 1, 2013, and thereby lost its right to purchase the Second Ward Property; and

WHEREAS, the Interlocal Agreement, as amended through the Third Amendment, provides in Section 2.04(b) that should the County not sell the Second Ward Property to Brooklyn Village LLC by October 1, 2013, the City could require the County

to re-convey Marshall Park to the City if the City provides notice to the County to do so within sixty (60) days; and

WHEREAS, the County did not sell the Second Ward Property to Brooklyn Village LLC by October 1, 2013; and

WHEREAS, the County believes that it can find a purchaser within the next year for just the apartment parcel (one of three parcels to be sold from the Second Ward Property) even though it believes that it cannot currently find a purchaser for all three of the parcels, and has started working on a proposed term sheet among the City, the County, the Housing Authority of the City of Charlotte, NC ("Housing Authority") and the Charlotte-Mecklenburg Board of Education ("Board of Education") for a phased sale approach, with just the apartment parcel to be sold initially; and

WHEREAS, in order to provide the necessary time for the City, the County, the Housing Authority and the Board of Education to finalize the terms for the phased sale approach, and to preserve the right of the City to require re-conveyance of Marshall Park should this phased sale approach not be acceptable to all parties, the City and the County desire to amend the Interlocal Agreement to change the October 1, 2013 date to April 1, 2015, and to provide that the County cannot sell any of the former Marshall Park property until there has been either a further amendment of the Interlocal Agreement or a new interlocal agreement dealing with Marshall Park is approved and executed; and

WHEREAS, the provisions of the original 2007 Brooklyn Village/Knights Baseball Stadium Interlocal Agreement are obsolete except for the provision relating to the possible re-conveyance of Marshall Park to the City; and

WHEREAS, once the phased sale and development terms are finalized, a new Brooklyn Village Interlocal Agreement between the City and the County outlining the conditions for re-conveyance of Marshall Park will be necessary.

WHEREAS, N.C. Gen. Stat. 160A-461 requires that interlocal agreements "be ratified by resolution of the governing board of each unit spread upon its minutes"; now, therefore, be it

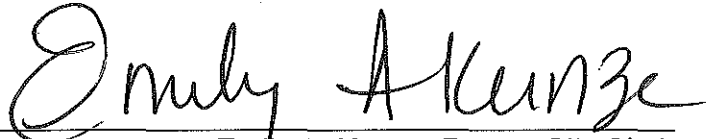
RESOLVED by the Charlotte City Council that the "Fourth Amendment to Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement" and a new "Brooklyn Village Interlocal Cooperation Agreement" be hereby approved, that the City Manager is hereby authorized to execute them and to negotiate any further ancillary documents or minor changes to such Interlocal Agreements as may be necessary, and that this Resolution shall be spread upon the minutes.

Adopted the 28th day of October, 2013

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 765-767.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze, Deputy City Clerk



**FOURTH AMENDMENT TO
BROOKLYN VILLAGE / KNIGHTS BASEBALL STADIUM
INTERLOCAL COOPERATION AGREEMENT**

This **FOURTH AMENDMENT TO BROOKLYN VILLAGE / KNIGHTS BASEBALL STADIUM INTERLOCAL COOPERATION AGREEMENT** (the "Fourth Amendment to Interlocal ") is made and entered into as of as of November ____, 2013 between the **COUNTY OF MECKLENBURG, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **THE CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the "City").

WITNESSETH

WHEREAS, the County and the City have previously entered into that certain "Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement" approved by the City on May 14, 2007 (the "Interlocal Agreement"); and

WHEREAS, the County and the City amended the Interlocal Agreement effective as of December 7, 2007 ("First Amendment") to defer the time for closing on the sale of certain real property by the County to Brooklyn Village LLC (the "Second Ward Property"); and

WHEREAS, the County and Brooklyn Village LLC entered into an Agreement of Sale for County Property dated January 17, 2008 (the "Sales Agreement") under which the County agreed to sell the Second Ward Property to Brooklyn Village LLC; and

WHEREAS, the County and Brooklyn Village LLC amended the Sales Agreement effective September 8, 2010 to defer the time for closing under the Sales Agreement; and

WHEREAS, by agreement dated October 11, 2011, Brooklyn Village LLC assigned its rights as Buyer under the Sales Agreement to Spectrum Investment Services, Inc. ("Spectrum"), as allowed by the Sales Agreement; and

WHEREAS, the County and Spectrum amended the Sales Agreement effective as of November 20, 2012 to extend the time for Spectrum to close on purchase of the Second Ward Property to June 1, 2013 (the "Second Extension to Sales Agreement"); and

WHEREAS, the County and the City amended the Interlocal Agreement effective as of January 29, 2013 ("Second Amendment") to defer the time for closing on the sale of the Second Ward Property by the County to Brooklyn Village LLC (the "Second Ward Property") until June 1, 2013; and

WHEREAS, Brooklyn Village LLC did not close on the sale of the Second Ward Property by June 1, 2013, and thereby lost its right to purchase the Second Ward Property; and

WHEREAS, the Interlocal Agreement, as amended through the Third Amendment, provides in Section 2.04(b) that should the County not sell the Second Ward Property by October 1, 2013, the City could require the County to re-convey Marshall Park to the City if the City provides notice to the County to do so within sixty (60) days; and

WHEREAS, the County believes that it can find a purchaser within the next year for just the apartment parcel (one of three parcels to be sold from the Second Ward Property) even though it believes that it cannot currently find a purchaser for all three of the parcels, and has started working on a tentative term sheet among the City, the County, the Housing Authority of the City of Charlotte, NC ("Housing Authority") and the Charlotte-Mecklenburg Board of Education ("Board of Education") for a phased sale approach, with just the apartment parcel to be sold initially; and

WHEREAS, in order to provide the necessary time for the City, the County, the Housing Authority and the Board of Education to find a private development partner and to finalize the terms for a phased sale approach, and to preserve the right of the City to require re-conveyance of Marshall Park should this phased sale approach not be acceptable to all parties, the City and the County desire to amend the Interlocal Agreement to change the October 1, 2013 to April 1, 2015, and to provide that the County cannot sell any of the former Marshall Park property until there has been either a further amendment of this Interlocal Agreement or a new interlocal agreement dealing with Marshall Park has been approved and executed;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Section 2.04(b) of the Interlocal Agreement, as amended, is further amended to read as follows:

Reversion Option. If by April 1, 2015, the City and the County have not entered into either a fifth amendment to this Interlocal Agreement, or a new interlocal agreement on Marshall Park, the County shall, if requested in writing by the City within sixty (60) days after said date, convey Marshall Park back to the City at no cost to the City and with the same title of the same quality and subject to the same exceptions as first conveyed to the County, within ninety (90) days after receipt of the City's written request.

2. Article VII of the Interlocal Agreement (captioned "Duration") is revised to read as follows:

This Agreement will terminate on August 31, 2015 or such earlier date as agreed to by the City and County in writing. The County cannot sell any part of the former Marshall Park until a fifth amendment to this Interlocal Agreement, or a new interlocal agreement dealing with Marshall Park, is approved and executed.

3. All of the other provisions of the Interlocal Cooperation Agreement shall remain in full force

and effect to the extent applicable, and this Fourth Amendment shall take effect upon its execution by the City of Charlotte and the County.

IN WITNESS WHEREOF, the City of Charlotte and Mecklenburg County have each executed this Fourth Amendment To Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement to evidence the agreement of the parties hereto and the Charlotte City Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the City and the County, as applicable, to this Fourth Amendment to Interlocal Agreement.

THE CITY OF CHARLOTTE

[SEAL]

By: _____

Attest:

City Clerk

COUNTY OF MECKLENBURG, NORTH CAROLINA

[SEAL]

By: _____

Attest:

APPROVED AS TO FORM

Clerk to the Board

County Attorney

**NON-BINDING TERM SHEET FOR THE SALE OF PROPERTY AND
DEVELOPMENT OF BROOKLYNVILLAGE AMONG
MECKLENBURG COUNTY, NC("COUNTY"), THE CITY OF CHARLOTTE,
NC ("CITY"), THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
("CMBE"), AND THE HOUSING AUTHORITY OF THE CITY OF
CHARLOTTE, NC ("AUTHORITY")**

August 28, 2013

This document outlines the terms for an agreement, the details of which were discussed in previous staff meetings and communications, regarding the sale of property and development of the Brooklyn Village Tract in Second Ward (Exhibit A). The terms listed below will form the basis for future formal agreements between or among the parties and is predicated on any necessary approvals by the respective governing body of each entity.

- 1) County will:
 - a) Offer for sale and development parcels identified as Parcels 1, 2, & 3 on Exhibit A ("BV Parcels"). BV Parcels may be sold individually or in combination, depending on market conditions.
 - b) Perform hazardous material abatement for the existing Board of Education Center using proceeds from the sale of BV Parcels as a funding source.
 - c) Design and construct infrastructure improvements (rerouting of existing drainage pipe, removal of fountain etc., grading, and road construction) as needed for proposed development using proceeds from the sale of BV Parcels as a funding source. Some infrastructure improvements may be implemented incrementally with the sale of BV Parcels.
 - d) Compensate CMBE for the Education Center property as follows:
 - i. First Installment. A first installment payment of Seven Million Dollars (\$7,000,000) for the purchase of a to-be-determined office building or buildings as replacement for the Education Center and other educational or administrative purposes as determined by

CMBE. This first installment shall be paid no later than July 31, 2014. The source of funds shall be County "pay-go" funds not currently allocated for CMBE purposes.

- ii. Subsequent Installments. Additional installment payments of the remainder of the purchase price. Additionally, installments shall be paid upon the earlier of (i) the sale of any BV Parcels or (ii) July 31, 2018. The source of funds shall be either (a) County's net proceeds from the sale of a BV Parcel ("County's net proceeds" meaning County's revenues from the sale of a BV parcel less the County's actual costs of necessary infrastructure improvements contemplated by subsection 1(c) above) or (b) County "pay-go" funds not allocated for CMBE purposes or other funding source that does not supplant funding for CMBE.

The total purchase price payable from County to CMBE for the Education Center shall be the greater of \$16,330,000 (current appraised value) or the value determined by an updated appraisal obtained within three (3) months of final payment from County to CMBE.

County and CMBE shall enter into a formal amendment to the Brooklyn Village Interlocal Agreement (and Section 3 of the "Agreement Regarding Certain Joint Land Transactions between the Charlotte-Mecklenburg Board of Education and Mecklenburg County") to confirm this agreement which shall be approved by both the Board of County Commissioners and the Board of Education.

- e) County staff will submit a request to the Board of County Commissioners for funding in the FY2018 Capital Improvement Program for the design & construction of a new 1.6 acre park bounded by the proposed S. Alexander St, James Marshall Drive, S. Myers St., and Martin Luther

King, Jr. Blvd., and for the design & construction of a linear park along 3rd Street as such parks are shown on Exhibit A.

2) City will:

- a) Work with the County to either amend the “Brooklyn Village/Knights Baseball Stadium Interlocal Cooperation Agreement” or enter into a new agreement to achieve the following:
 - i. Extend the date for activation of the Reversion Option to convey Marshall Park property back to the City to December 31, 2019 in the event none of the BV Parcels are sold.
 - ii. Describe the acceptable development of the BV Parcels by one or more buyers and developers of the BV Parcels.
 - iii. Describe the purchase and development of BV Parcels and necessary infrastructure to allow an incremental approach for sale of BV Parcels to different developers at different times.

3) CMBE will:

Agree to amend the Brooklyn Village Interlocal Agreement (and Section 3 of the “Agreement Regarding Certain Joint Land Transactions between the Charlotte-Mecklenburg Board of Education and Mecklenburg County”) as provided in Section 1.d., above

4) Authority will:

- a) Agree to enter into a new agreement with the County, City, and buyer of Parcel 1 under similar terms and conditions as the “Restated Brooklyn Village Affordable Housing Agreement and Declaration of Restrictive Covenants.”

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2013

A motion was made by Councilmember Cooksey and seconded by Councilmember Howard the adoption of the following Resolution, and upon being put to vote was duly adopted:

WHEREAS, the Charlotte Fire Department requests the Charlotte City Council adopt an official tartan design; and

WHEREAS, a tartan design is a pattern of intersecting stripes that run horizontally and vertically through Scottish wool woven fabric. This design makes a plaid pattern and is used to make kilts and accessories. Tartan designs are historically specific to a clan, family, district, or group; and

WHEREAS, the Charlotte Fire Department's Pipes and Drums currently wear the National Millennium tartan. This tartan has no direct correlation or meaning to the City of Charlotte or to the Charlotte Fire Department, and can be worn by any public safety organization; and

WHEREAS, the band has worked to design a Charlotte Fire Department tartan. The proposed tartan design has a black base which is traditionally known as "Black Watch" which is the night watch or third watch. This is indicative of our unbroken commitment or service day or night to the city. The color red represents the fire service. The color green is symbolic of the City of Charlotte and growth. The color gold represents the prosperity of the city and its people. The color blue is for truth and humility. The color white embodies service and sacrifice; and

WHEREAS, upon approval the tartan will be registered in the Scottish Register of Tartans. This ensures that no other organization can copy or wear this design making it a permanent part of our city's history:

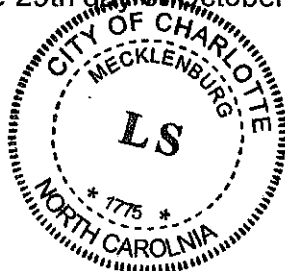
NOW, THEREFORE, BE IT RESOLVED by the City of Charlotte City Council that the "Black Watch" tartan be adopted as the official tartan of the Charlotte Fire Department.

Adopted on this 28th day of October, 2013

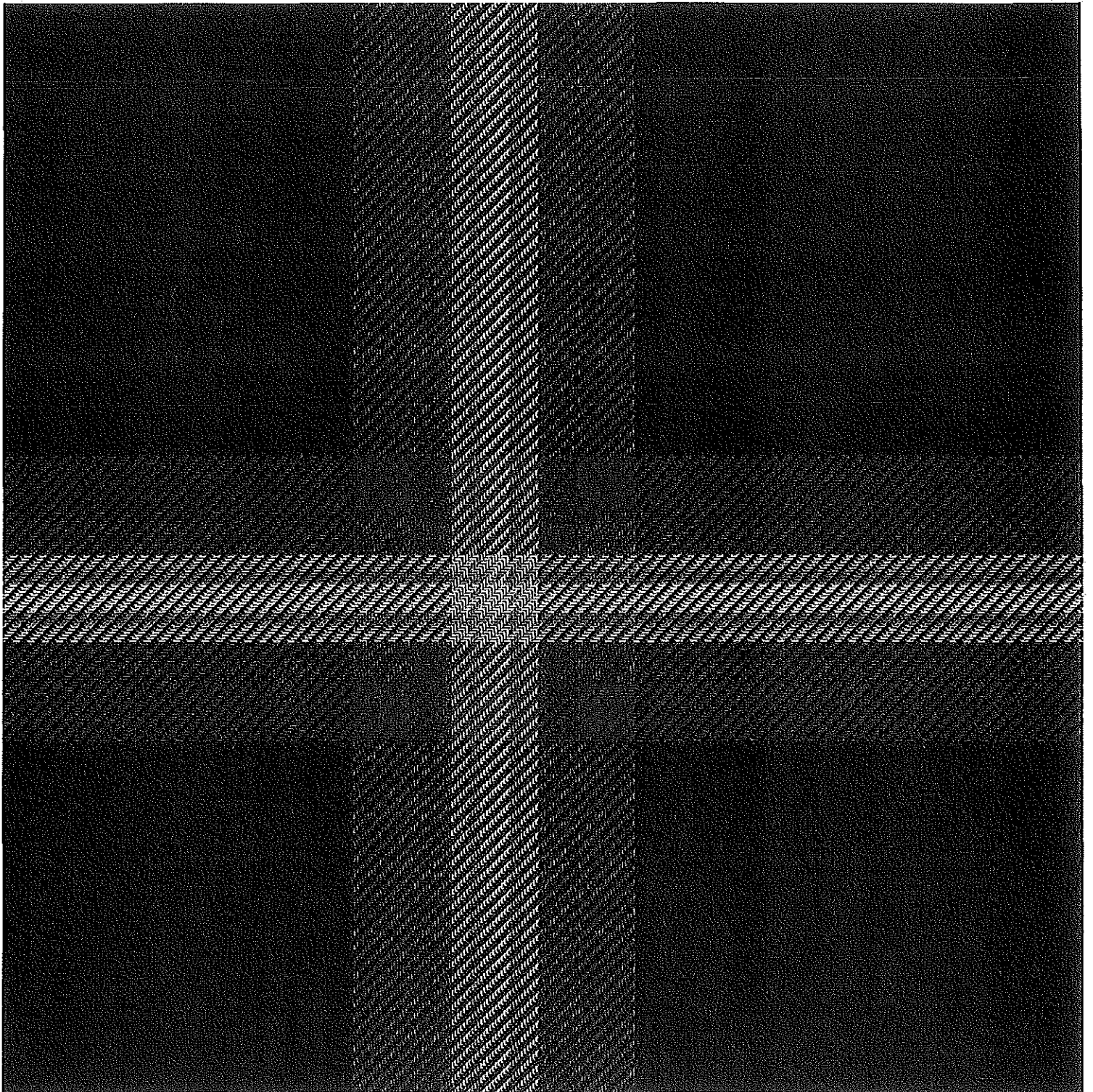
CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 774-775.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy City Clerk



North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Charlotte-Mecklenburg Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that The Charlotte City Council

(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE The Charlotte City Council IN OPEN MEETING ASSEMBLED IN THE CITY OF Charlotte, NORTH CAROLINA,

(Governing Body)

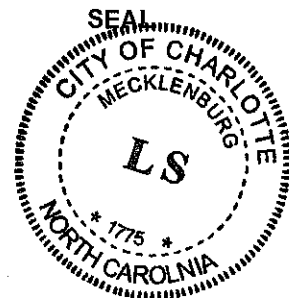
THIS 28th DAY OF October, 20 13, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sgt. David Sloan is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 20,000 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
(Name and Title of Representative)
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as required by the project contract; and
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Mayor Patsy Kinsey
(Chairperson/Mayor)

ATTESTED BY Emily A Kinze
Deputy City (Clerk)

DATE 10/29/13



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2013**

A motion was made by Councilmember Howard and seconded by
Councilmember Mitchell for the adoption of the following Resolution and upon being
put to a vote was duly adopted:

WHEREAS, A Municipal Agreement between the City and the North Carolina Department of
Transportation (State) will allow the State to include sidewalks as it replaces the North Tryon
Street (US 29) bridges over Mallard Creek within the Charlotte Corporate Limits; and,

WHEREAS, The Municipal Agreement provides for the City to reimburse the State up to
\$134,431; and,

WHEREAS, The format and cost sharing philosophy is consistent with past municipal
agreements.

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Charlotte City
Manager to execute a municipal agreement with the State for the City to reimburse the State up
to \$134,431 for sidewalks on the replacement of North Tryon Street (US 29) bridges over
Mallard Creek, is hereby formally approved by the City Council of the City of Charlotte and the
City Manager and Clerk of this Municipality are hereby empowered to sign and execute the
Agreement with the aforementioned groups.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135,
and recorded in full in Resolution Book 44, Page(s) 777.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this
the 29th day of October, 2013.



Emily A. Kunze

Emily A. Kunze, Deputy City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2013**

A motion was made by Councilmember Howard and seconded by Councilmember Mitchell for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, the City of Charlotte has a project to construct a roundabout at the intersection of SR 5469 (Shopton Road) and SR 1156 (Beam Road) (the "Project"), and;

WHEREAS, the Project will be partially funded using Congestion Mitigation and Air Quality (CMAQ) funds in federal fiscal years 2014, 2015, and 2014, and;

WHEREAS, the Project is listed in the North Carolina Department of Transportation's (State) Transportation Improvement Program (TIP) as project C-5533, and;

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$1,125,000 in CMAQ funding to project C-5533, and;

WHEREAS, the Municipal Agreement specifies items eligible for funding as design, environmental documentation, right-of-way acquisition, utility relocation, and construction for project C-5533, and;

WHEREAS, the format and cost-sharing philosophy is consistent with past municipal agreements for CMAQ projects, and;

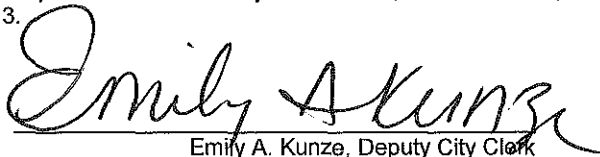
NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City of Charlotte to receive \$1,125,000 for TIP project C-5533 is hereby formally adopted by the City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 778.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 29th day of October, 2013.




Emily A. Kunze, Deputy City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2013**

A motion was made by Councilmember Howard and seconded by Councilmember Mitchell for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, A Funding Agreement between the City, NCDOT (State), North Carolina Railroad, CSX Transportation and Norfolk Southern Railroad will specify the financial participation of each entity; and,

WHEREAS, A Municipal Agreement between the City and the State will allow the State to manage the North Carolina Railroad/Sugar Creek Road Grade Separation Project within the Charlotte Corporate Limits; and,

WHEREAS, The Municipal Agreement provides for the City to reimburse the State up to \$5,000,000; and,

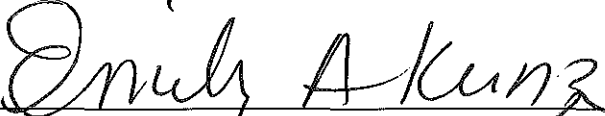
WHEREAS, The format and cost sharing philosophy is consistent with past municipal agreements; and,

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Charlotte City Manager to execute a municipal agreement with the State for the City to reimburse the State up to \$5,000,000 for the North Carolina Railroad/Sugar Creek Road Grade Separation Project, is hereby formally approved by the City Council of the City of Charlotte and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s)780.

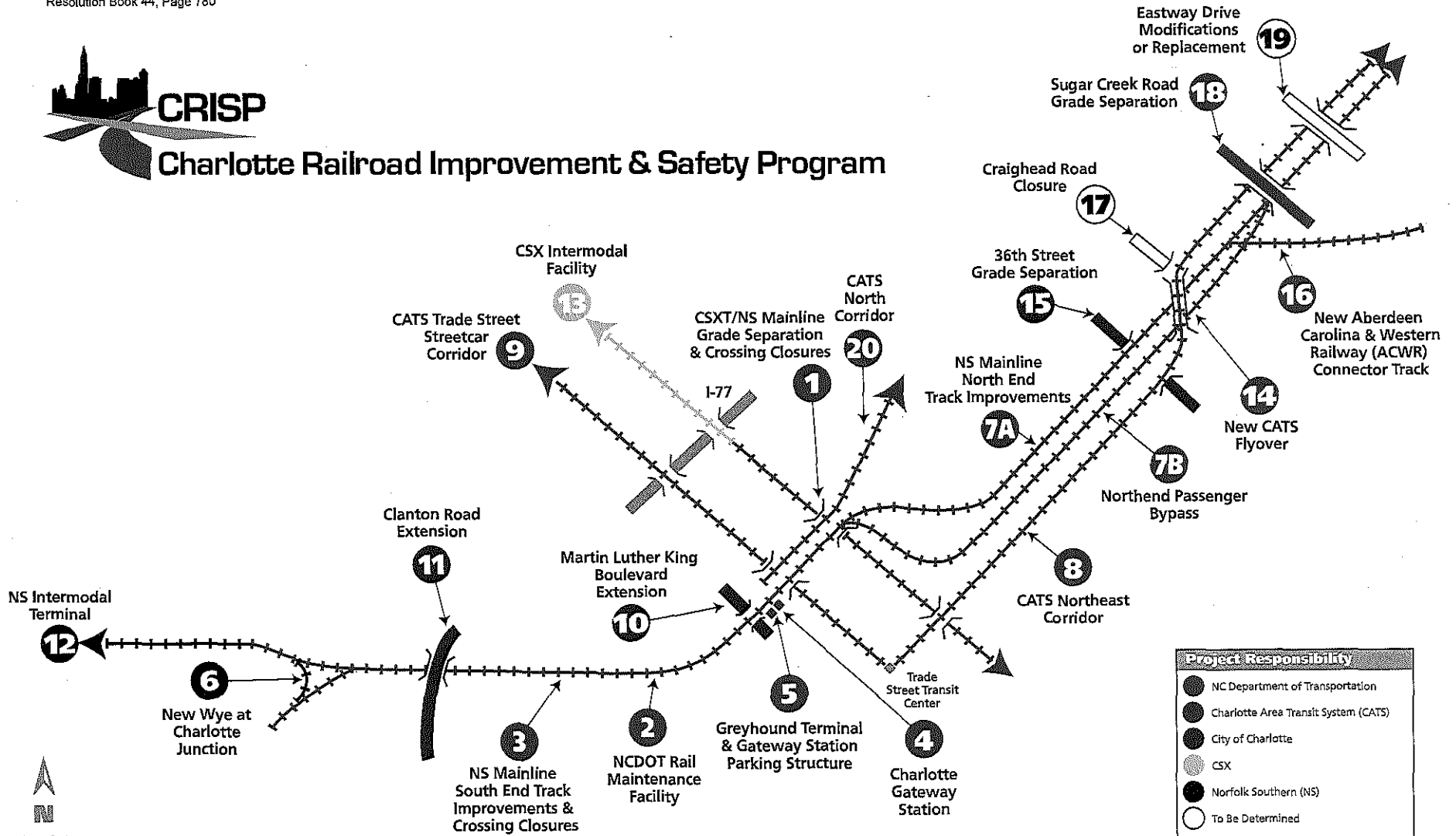
WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze, Deputy City Clerk



Charlotte Railroad Improvement & Safety Program



Not to Scale

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON OCTOBER 28, 2013**

A motion was made by Councilmember Howard and seconded by
Councilmember Mitchell for the adoption of the following Resolution, and upon being put
to a vote was duly adopted:

WHEREAS, the Municipality will reimburse NCDOT for the relocation and adjustment of municipally-owned water and sewer line relocations and adjustments for the NCDOT Highway 29 bridge Mallard Creek project.

WHEREAS, the Utility Department will reimburse NCDOT for actual costs estimated at \$226,000;
and

WHEREAS, the Utility Department has programmed funding for said Water and Sewer Construction under Project B-4779; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the Municipality shall reimburse the Department for actual construction costs at the conclusion of the project.

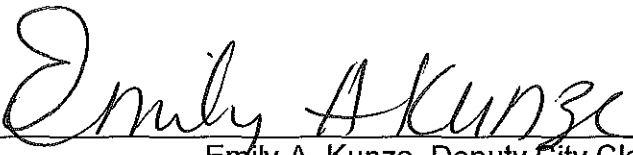
NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte Department of Transportation, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the Department of Transportation.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135,
and recorded in full in Resolution Book 44, Page(s) 781

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this
the 29th day of October, 2013.




Emily A. Kunze, Deputy City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH
CAROLINA**

ON October 28, 2013

A motion was made by Councilmember Howard and seconded by Councilmember Mitchell the adoption of the following Resolution, and upon being put to vote was duly adopted:

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Charlotte-Mecklenburg Utility Department, has been developed and submitted to the City Council of the City of Charlotte for approval; and

WHEREAS, the City Council finds that the Local Water Supply Plan, as described below, is in accordance with the provisions of North Carolina General Statute 143-355 (I).

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

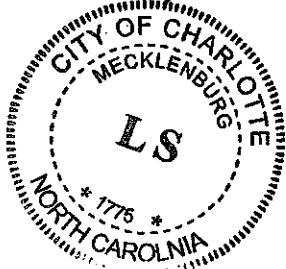
1. Approves the Charlotte-Mecklenburg Utilities Local Water Supply Plan for calendar year 2012;
2. Finds that the Plan provides appropriate guidance for the management of water supplies for the City of Charlotte;
3. Authorizes the Director of the Charlotte-Mecklenburg Utility Department to submit the Plan to the North Carolina Department of Environment and Natural Resources for review and approval; and
4. Directs the Director of Charlotte-Mecklenburg Utility Department to recommend such revisions to the Plan as may be advisable or required by applicable law.

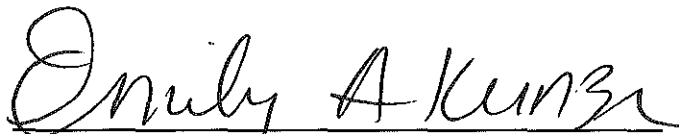
This the 28th day of October, 2013.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 782-788.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy City Clerk

Charlotte Mecklenburg Utilities

2012

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Charlotte Mecklenburg Utilities	PWSID:	01-60-010
Mailing Address:	5100 Brookshire Blvd. Charlotte, NC 28216	Ownership:	Municipality
Contact Person:	David Czerr	Title:	Program Manager- Utilities Planning
Phone:	704-391-5159	Fax:	704-394-5781
Secondary Contact:	Allen Brunson	Phone:	704-391-4693
Mailing Address:	5100 Brookshire Blvd. Charlotte, NC 28216	Fax:	704-394-5781

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	1-10	0.89 %
Cast Iron	1-42	3.19 %
Ductile Iron	1-64	16.68 %
Galvanized Iron	1-12	0.08 %
Other	1-96	35.37 %
Polyvinyl Chloride	1-24	43.79 %

What are the estimated total miles of distribution system lines? 4,169 Miles
How many feet of distribution lines were replaced during 2012? 47,673 Feet
How many feet of new water mains were added during 2012? 95,006 Feet
How many meters were replaced in 2012? 800
How old are the oldest meters in this system? 56 Year(s)
How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 9,192
What is this system's finished water storage capacity? 108,800 Million Gallons
Has water pressure been inadequate in any part of the system since last update? No

The total mileage of water lines excludes approximately 36 miles of raw water transmission mains.

Programs

Does this system have a program to work or flush hydrants? Yes, Weekly
Does this system have a valve exercise program? Yes, Annually
Does this system have a cross-connection program? Yes
Does this system have a program to replace meters? Yes
Does this system have a plumbing retrofit program? Yes
Does this system have an active water conservation public education program? Yes
Does this system have a leak detection program? Yes

- Select hydrants are flushed by either manual operation or by automatic flushing devices located throughout the system as needed to maintain water quality. In addition, all hydrants are inspected/operated/flushed at minimum of every 2-years by the City of Charlotte and Mecklenburg County Fire Depts.
- Valve Exercise Program is conducted on a continuous basis. Annual operation is targeted with an emphasis on 12-inch and larger valves.
- Locating and repairing large leaks is a derivative of the objectives set forth in the Revenue Recovery Program. Existing master meters have been calibrated and new meters have been installed to monitor consumption by pressure zone to help identify potential water losses by regional service area. In addition, a pilot test is currently underway that will include the field installation of leak detection devices, a study of the information collected, and evaluation of their potential cost effectiveness as an additional tool to support the Utilities water loss control efforts.

Water Conservation

What type of rate structure is used? Increasing Block

How much reclaimed water does this system use? 0.028 MGD For how many connections? 1

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Catawba River (03-1)	85 %	Mecklenburg	100 %
Rocky River (18-4)	15 %		

What was the year-round population served in 2012? 796,209

Has this system acquired another system since last report? No

This system has been identified as a Surface Water Transfer. Please [download the IBT Worksheets](#) and submit to your Review Engineer, [Wayne Howard](#).

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	230,696	55.383	0	0.000
Commercial	12,179	20.650	0	0.000
Industrial	225	2.772	0	0.000
Institutional	1,602	3.700	0	0.000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 3.900 MGD

- Irrigation metering was included in the commercial average use, which accounts for 5.662 MGD of the average day volume.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration			
Concord	01-13-010	0.000	0	5.000		Yes	12	Emergency
Lancaster Co.	00-00-000	0.077	365	0.150	2097	Yes	16	Regular
Town of Harrisburg	01-13-025	0.075	365			Yes	12	Regular
Union Co	01-90-413	0.000	365	0.500		Yes	12	Emergency
York County, SC	00-00-000	0.959	365	0.500	1999	Yes	12	Regular

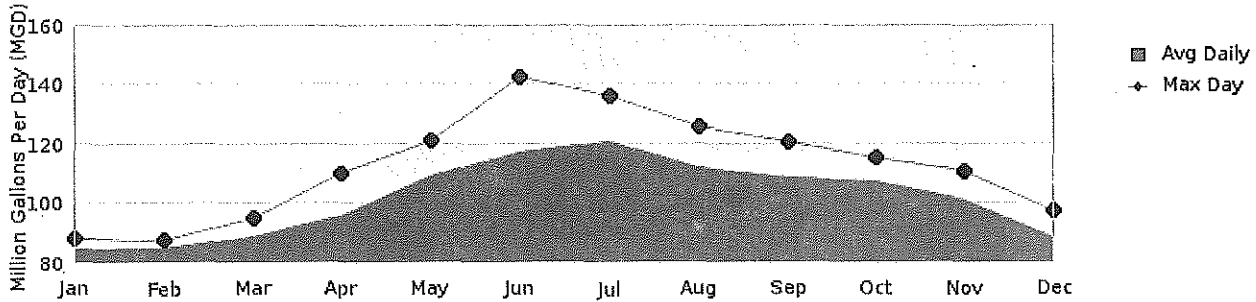
The Concord Water Supply Agreement is on a 5-year auto renew contract.
The Harrisburg water supply agreement has no stated volume limit and no term.
The Union County water supply agreement requires a written termination request.
The York County contract operates under the 1999 agreement. The agreement is currently being reviewed for renewal.

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	84.150	88.010	May	108.520	120.960	Sep	107.980	120.240
Feb	84.280	87.220	Jun	117.050	142.650	Oct	107.050	115.240
Mar	88.690	94.589	Jul	120.450	135.910	Nov	100.470	110.590
Apr	95.600	110.160	Aug	111.760	125.890	Dec	88.090	97.190

Charlotte Mecklenburg Utilities's 2012 Monthly Withdrawals & Purchases



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Catawba River	Lake Norman	17.750	365	26.240	55.000	C	0.000
Catawba River	Mt. Island Lake	83.500	365	119.200	108.000	C	0.000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Catawba River	Lake Norman	1,790	Yes	Catawba River (03-1)	Mecklenburg		Regular
Catawba River	Mt. Island Lake	1,860	Yes	Catawba River (03-1)	Mecklenburg		Regular

What is this system's off-stream raw water supply storage capacity? 500 Million gallons

Are surface water sources monitored? Yes, Monthly

Are you required to maintain minimum flows downstream of its intake or dam? Yes

Does this system anticipate transferring surface water between river basins? Yes

The withdrawal limits presented were presumed to be for the average annual withdrawal limits. Treatment plant capacity is designed based on a maximum instantaneous withdrawal rate. CMUD's withdrawal limit is regulated by the Federal Energy Regulatory Commission (FERC). The withdrawal limits specified in the FERC permits is for a combined average annual withdrawal rate of 163 mgd and a maximum instantaneous withdrawal rate of 330 mgd between Mountain Island Lake and Lake Norman. An average annual withdrawal rate of 55 mgd was allocated to the Lee S. Dukes facility based on current and future treatment capacity and 108 mgd was allocated to Mt. Island Lake. The actual combined average daily withdrawal (101.25 mgd) and maximum day withdrawal (238.25 mgd) is well below the permitted limits.

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration			
City of Concord	01-13-010	0.000	0			Yes	12	Emergency
York Co. Water & Sewer	00-00-000	0.000	0			Yes	12	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Franklin WTP	181.000	Yes	Yes	Catawba (Mt. Island Lake)
Lee S. Dukes WTP	25.250	Yes	Yes	Catawba (Lake Norman)
Vest WTP	32.000	Yes	Yes	Catawba (Mt. Island Lake)

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2012? No
If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2012? No

If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	80.700	May	78.030	Sep	75.200
Feb	76.800	Jun	74.571	Oct	72.000
Mar	80.302	Jul	75.440	Nov	71.210
Apr	75.397	Aug	76.400	Dec	73.500

How many sewer connections does this system have? 229,000

How many water service connections with septic systems does this system have? 40,000

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

Sugar Creek WWTP capacity of 20 MGD proposed for expansion to 28 MGD by 2015.
Long Creek WWTP preliminary design and permitting is underway.

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0024937	20.000	20.000	12.100		Little Sugar Creek	Catawba River (03-1)
NC0024945	15.000	15.000	7.650		Irwin Creek	Catawba River (03-1)
NC0024970	64.000	64.000	43.530		McAlpine Creek	Catawba River (03-1)
NC0030210	12.000	12.000	7.892		Mallard Creek	Rocky River (18-4)
NC0036277	12.000	12.000	4.600		McDowell Creek	Catawba River (03-1)

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
WSACC	01-13-020	Discharging	3.272	365	0.000
Union County	01-90-413	Receiving	1.373	365	0.000

5. Planning

Projections

	2012	2020	2030	2040	2050	2060
Year-Round Population	796,209	917,615	1,065,432	1,215,458	1,369,447	1,542,944
Seasonal Population	0	0	0	0	0	0
Residential	55.383	63.300	73.500	83.900	94.500	106.500
Commercial	20.650	24.200	28.400	32.600	36.700	41.400
Industrial	2.772	3.200	3.800	4.400	4.900	5.600
Institutional	3.700	4.300	5.100	5.800	6.600	7.400
System Process	3.900	4.600	5.400	6.200	6.900	7.800
Unaccounted-for	13.460	13.200	14.200	16.500	18.900	19.800

1. The population projection was based on preliminary planning data for the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) study for transportation area zones.
2. The per capita residential demand is based on an observed average consumption of 7 ccf/mth/home, or 5,236 gal/mth/home. An average household size of 2.5 people/household was assumed based on the US Census Bureau data for Mecklenburg County.
3. The remaining, non-residential demand was assumed to grow at the same rate as the population.

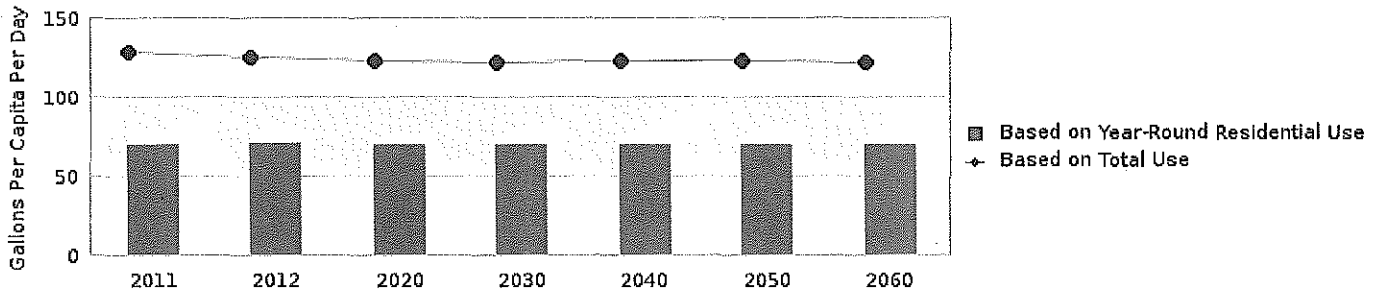
Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Catawba River	01-60-010	Surface	25,000	2020		Regular

Demand v/s Percent of Supply

	2012	2020	2030	2040	2050	2060
Surface Water Supply	163.000	163.000	163.000	163.000	163.000	163.000
Ground Water Supply	0.000	0.000	0.000	0.000	0.000	0.000
Purchases	0.000	0.000	0.000	0.000	0.000	0.000
Future Supplies		25.000	25.000	25.000	25.000	25.000
Total Available Supply (MGD)	163.000	188.000	188.000	188.000	188.000	188.000
Service Area Demand	99.865	112.800	130.400	149.400	168.500	188.500
Sales	1.108	1.184	1.184	1.184	1.184	1.184
Future Sales		0.000	0.000	0.000	0.000	0.000
Total Demand (MGD)	100.973	113.984	131.584	150.584	169.684	189.684
Demand as Percent of Supply	62%	61%	70%	80%	90%	101%

Charlotte Mecklenburg Utilities's Projected Gallons Per Capita Per Day (GPCD) Over Time



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 70 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs? CMUD strives to reduce per capita demand through public education, an increasing block rate structure, non-revenue water audits, meter replacement program and a plumbing retrofit program. Additionally, the utility is actively participating in the Partnership for Safe Water Distribution System Optimization program and the Non-revenue Water and Loss Mitigation program as prescribed in AWWA M36 manual. Future per capita demands will be evaluated annually and addressed through various programs or technologies.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? No additional water supplies are being considered at this time.

How does the water system intend to implement the demand management and supply planning components above? Demand management programs are currently active and funded. CMUD has seen a decrease in the per capita demand trend from 110 gpcd in 2007 to 69 gpcd in 2012. Additionally, efforts are underway to address water loss, which may include active leak detection, pressure management, advance metering infrastructure, district metered areas and/or meter right-sizing programs. Loss mitigation efforts will identified and selected based on analysis by the Nonrevenue Water Program, Distribution System Optimization Program and the Loss Reduction Program, which are currently active and funded.

Additional information

Has this system participated in regional water supply or water use planning? Yes, Charlotte-Mecklenburg Utility Department participated in the Catawba-Wateree Water Management Group (CWWMG). CWWMG serves 4,750 square miles that drain into the Catawba river, providing water for neighbors from Morganton, NC to Camden, SC.

The CWWMG exists to identify, fund, and manage projects that help extend and enhance the capacity of the Catawba-Wateree River to meet human water needs (water supply, power production, industry, agriculture, and commerce) while maintaining the ecological health of the waterway.

October 28, 2013

Resolution Book 44, Page 788

What major water supply reports or studies were used for planning? The CWWMG is currently conducting a water master plan for entire basin. Results of several initiatives covering long-term planning for water supply, demand and drought management are being integrated throughout the master planning process. A Stakeholder Advisory Team has also been established to evaluate interim plan products and recommend enhancements.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

CHARLOTTE CITY COUNCIL
RESOLUTION
AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT FOR RADIO SERVICE
BETWEEN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, AND STANLY
COUNTY

WHEREAS, under North Carolina General Statutes §160A-461 and §153A-445, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, Stanly County, the City of Charlotte and Mecklenburg County now desire to enter into an Interlocal Agreement for Radio Service, a copy of which is attached to this resolution (the "Agreement"); and

WHEREAS, the purpose of the Agreement is to ensure that the public safety agencies of all participating local governments have the communications infrastructure and regional integration to respond in a coordinated manner to local and regional emergencies; and

WHEREAS, the participating local governments desire to approve the Agreement, and to authorize their respective City and County Managers to amend the Agreement to incorporate any future changes that the parties may agree to from time to time regarding the radio service or support provided under the Agreement, so long as such changes do not impose any costs on Mecklenburg County, now, therefore be it

RESOLVED by the Charlotte City Council that the Agreement is hereby approved, that the City Manager is hereby authorized to execute such Agreement in substantially the form attached to this Resolution, that this Resolution shall be spread upon the minutes, and that the City Manager is authorized to amend the Agreement to incorporate any future changes that the City Manager, Stanly County and Mecklenburg County may agree to from time to time regarding the radio service or support provided under the Agreement, so long as such changes do not impose any costs on the City that are not subject to reimbursement by Stanly County..

Approved the 28th day of October, 2013.

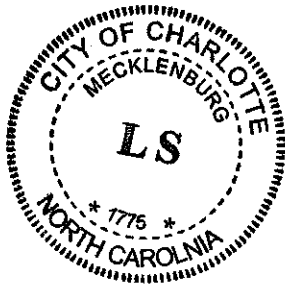
CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 789-813.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze, Deputy City Clerk



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT
FOR RADIO SERVICE**

THIS INTERLOCAL AGREEMENT FOR RADIO SERVICE (the "Agreement") is entered into on _____, 2013 and made effective as of _____, 2013 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation ("Charlotte"), MECKLENBURG COUNTY, a political subdivision of the State of North Carolina ("Mecklenburg County"), and STANLY COUNTY, a political subdivision of the State of North Carolina ("Stanly County").

WITNESSETH:

WHEREAS, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

WHEREAS, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region;

WHEREAS, Stanly County and Charlotte/Mecklenburg County recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

WHEREAS, Stanly County and Charlotte/Mecklenburg County have made the enhancement of homeland security an increased priority, and both entities are committed to securing grant funds for the Radio System and to assisting each other in the recruitment of regional users for the system;

WHEREAS, Stanly County and Charlotte/Mecklenburg County now desire to expand the Radio System into Stanly County through connection with the Stanly Radio Subsystem, and to consolidate operation and management of the Radio System under the City of Charlotte;

WHEREAS, North Carolina General Statutes §§153A-445(a)(1) and 160A-460 *et. seq.* authorize Charlotte/Mecklenburg County and Stanly County to enter into an interlocal agreement regarding connection of the Stanly Radio Subsystem to the Radio System;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	FCC Licenses
Exhibit B	Baseline Radios and Consoles
Exhibit C:	Service Level Agreement (SLA)
Exhibit D	Service Fee Schedule

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. Definitions.

- 2.1. **"Baseline Number"** means the number of radio and console units used by Stanly County and each of their Agencies as of the Effective Date., as set forth in **Exhibit B**.
- 2.2. **"Stanly Administrator"** means the entity designated by the Stanly RCC from time to time to serve as administrator for the Stanly Radio Subsystem. Stanly County has been designated the Stanly Administrator as of the Effective Date.
- 2.3. **"Stanly Agency"** means any division of Stanly County, or any other organization or division of an organization that operates within Stanly County, and has signed an agreement with the Stanly Administrator for use of the Radio System,
- 2.4. **"Stanly Radio Subsystem"** means the 4-site, 8 channel ASTRO P25, Simulcast System located in Stanly County, all hardware and software encompassed in the foregoing, and all updates and enhancements to the foregoing, which subsystem will interface to the Regional Master Site and comprise an expansion of the Radio System into Stanly County (though it will not be considered part of the Radio System for purposes of this Agreement). The Stanly Radio Subsystem will be owned by Stanly County at all times during and subsequent to the term of this Agreement.
- 2.5. **"CPI Increase"** means the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI") during the twelve-month period preceding the date at which the CPI Increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.
- 2.6. **"Effective Date"** means the date when this Agreement has been ratified by resolution by all governing units that are listed as a party to this Agreement.
- 2.7. **"FCC Licenses"** means the authorizations issued by the Federal Communications Commission ("FCC") which are listed in **Exhibit A**.
- 2.8. **"Operator"** means either Charlotte or Mecklenburg County, whichever is then responsible for the operation, maintenance, licensing and upgrade of the Radio System. Charlotte is the current Operator. If Mecklenburg County becomes the Operator, it will continue to fulfill the terms of this Agreement.
- 2.9. **"Public Safety Agencies"** means Agencies whose primary function is law enforcement, fire fighting or emergency medical care, as reasonably determined by the Operator.
- 2.10. **"Radio Communication Council"** means the council of Stanly Agencies that use the Radio System, as described more specifically in **Section 3.8** of this Agreement.
- 2.11. **"Radio Service Fee"**: means the annual fee to be paid by the Stanly Administrator for the Stanly Agencies for the performance of Operator Services and access to the Radio System, as described more specifically in Exhibit D.
- 2.12. **"Radio System"** means: (a) the 800 MHz trunked radio system infrastructure currently operated by Charlotte (consisting of eight primary Simulcast tower sites and related

operations), (b) the Regional Master Site and all subsystems currently a part of the radio system by agreement with the Operator, (c) all hardware and software encompassed in the foregoing infrastructure; (d) all updates and enhancements to the foregoing; and (e) the FCC Licenses. The Radio System does not include mobile and portable radio subscriber devices, nor does it include the Stanly Radio Subsystem.

- 2.13. **"Regional Master Site"** means the radio infrastructure and associated site(s) used by the Operator to control the network, optimize performance, and facilitate interoperable communications between the different agencies and radio subsystems.
- 2.14. **"Regional Radio Board"** means the regional radio board created by the Interlocal Agreement for Regional Radio Agreement entered into by and among Charlotte and various other government entities to: (a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures.
- 2.15. **"Service Level Agreement" or "SLA"** means the agreement setting forth the detailed obligations of Charlotte and Stanly County and attached as **Exhibit C** to this Agreement.

3. Responsibilities of the Parties.

- 3.1. **FCC Licenses.** Throughout the term of Agreement, Stanly County will provide the Operator the use of radio frequencies licensed to Stanly County pursuant to the FCC Licenses attached as **Exhibit A**. All FCC license shall remain the sole property of the original licensee. It is understood and agreed by the parties that the FCC Licenses identified in **Exhibit A** are subject to amendment as the Stanly Radio Subsystem is built out, and that Stanly County will be responsible for obtaining FCC amendment of the FCC Licenses to list all new Stanly County locations. The Operator shall remain responsible for ensuring that the frequencies are properly used. Other than the amendments referenced above, the Operator shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.
- 3.2. **Operator Responsibilities.** The Operator will be responsible for performing the functions set forth in **Exhibit C**, the SLA, relating to the management of the Stanly Radio Subsystem and Radio System ("Operator Services").
- 3.3. **Radio Service Fees.** As a condition to using the Radio System and performance of the Operator Services, the Stanly Administrator shall pay the annual Radio Service Fee to the Operator, as described in **Exhibit D**. On or before December 31st of each year, the Operator will calculate and notify the Stanly Administrator of the Radio Service Fees for the upcoming twelve-month period beginning on July 1st of that year (the "Fee Notice") based on the then current Service Level Agreement. On or before January 31st of each year, the Stanly Administrator shall notify the Operator of any disagreement with any of the information reflected on the Fee Notice or any proposed changes to the Service Level Agreement.

Radio Service Fees and the allocation thereof will be reviewed over time by the Operator as infrastructure and customer changes occur, any proposed changes to customer fee allocations will be reviewed by the Regional Radio Board. The Operator shall adjust the Radio Service Fees each year in advance to an amount necessary to fund the costs associated with the Operator Services. Notwithstanding the foregoing, the types of costs taken into account in determining the Radio Service Fees shall be limited to the types of costs shown for Stanly County in **Exhibit D**. The Stanly Administrator will be responsible for paying the Radio Service Fees to the Operator in accordance with **Section 3.6**.

- 3.4. **Limit on Increases to Radio Service Fees.** Notwithstanding the above, the Operator shall not increase the amount of the Radio Service Fees for a given year by more than the percentage CPI Increase during the preceding calendar year (such number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding calendar year of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for Operator Services provided that such price increase is not due to delay or negligence on the part of the Operator or was not reasonably avoidable by the Operator, and provided further that any such increase attributable to the Radio System is appropriately allocated among all subscribers of the Radio System. The Operator will notify Stanly Administrator of any changes to each fiscal year's Radio Service Fee not later than December 31st of the preceding fiscal year (assuming the fiscal year begins on July 1).
- 3.5. **Exception for Force Majeure or Unanticipated Expense.** Upon the occurrence of a Force Majeure Event (as defined in **Section 6.5**), or an Unanticipated Expense (as defined below), the Operator shall have the option to do one of the following: (a) assess the Stanly Agencies a special, one-time charge to pay the expenses made necessary by the Force Majeure Event or Unanticipated Expense ("Emergency Expenses"); or (b) fund the cost of the Emergency Expenses to the extent that Charlotte City Council has appropriated funds that can be used for this purpose, and obtain reimbursement of such payments from future Radio Service Fees; or (c) fund the cost of the Emergency Expenses through a plan approved by the Operator, Mecklenburg County and Stanly County; or (d) if it is no longer in the Operator's best interest to operate the Radio System as a result of the Force Majeure Event (such as, for example, in a situation where the Radio System is no longer operable and there are no funds appropriated to make it operable), elect to cease operating the Radio System and terminate this Agreement upon ninety (90) days prior written notice to Stanly County. If the Operator elects options (a) or (b) of the preceding sentence and the result will be to increase the charges to Stanly County for using the Radio System by more than 25% for that year, then Stanly County, acting collectively, shall have the option to terminate this Agreement upon sixty (60) days prior written notice to the Operator, unless the Operator notifies them in writing after receipt of such termination notice that the Operator has found an alternative way to fund the Emergency Expense, or has found a way to operate the Radio System without incurring such expense.
- 3.6. **Payment of Radio Service Fees.** The Stanly Administrator will serve as administrative contact for the Operator with respect to management of the Stanly Radio Subsystem. The Operator will bill Stanly County directly for the Radio Service Fees, and Stanly County will be responsible for collecting the Radio Service Fees from any other Stanly Agencies that are not part of Stanly County. Stanly County shall pay the Radio Service Fees to the Operator semiannually in advance, not later than August 31st and January 31st of each year for the fiscal year beginning on the preceding July 1. In the event Stanly County fails to pay the Radio Service Fees within sixty (60) days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.
- 3.7. **Strategic Plan.** The Operator and the Stanly Radio Communications Council ("RCC") will be jointly responsible for the development and biennial review of a strategic plan for upgrading and modernizing the Stanly Radio Subsystem (the "Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Stanly Radio Subsystem over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or reliability of the Stanly Radio Subsystem. The biennial review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every three years the Operator and Stanly RCC will jointly update the Strategic Plan to evaluate the impact to the Radio System and the Stanly Radio Subsystem, incorporate new developments, modify project plans and

identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the Business Support Services Key Business Executive and by the Stanly RCC, provided that the Stanly RCC shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a Stanly Agency's Radio Service Fees as defined in **Section 3.3**, or (b) require a Stanly Agency to make a significant investment in new equipment; or (c) have a material negative impact on a Stanly Agency's ability to use the Radio System or the Stanly Radio Subsystem, including creating problems involving capacity or interoperability. The Stanly RCC shall be deemed to have approved the Strategic Plan unless within sixty days after the RCC's receipt of the Strategic Plan, the Stanly Administrator gives the Operator specific written notice of each objection thereto. However, neither the Homeland Security Director nor the Business Support Services Key Business Executive shall have the authority to commit Charlotte, Mecklenburg County or any of Stanly County to spend any funds on the Radio System or the Stanly Radio Subsystem outside of the Radio Service Fees as required by this Agreement. All budgetary and funding commitments on the part of Charlotte and Mecklenburg County must be approved by City Council and the County Board of Commissioners, respectively, and all budgetary and funding commitments on the part of Stanly County must be approved by the Stanly County Board of Commissioners, other than the Radio Service Fees which were approved by each entity's governing board through the resolution authorizing this Agreement.

- 3.8. **Stanly Radio Communications Council.** The parties recognize that the Stanly Radio Subsystem serves Stanly County, and that Stanly Agencies have a legitimate interest in the operation, maintenance, and management of the Stanly Radio Subsystem. Therefore, Stanly County, agrees to establish a Radio Communication Council (the "Stanly Radio Communications Council," or the "Stanly RCC") to discuss and make decisions regarding all approvals, input and other action items required under this Agreement (including but not limited to providing guidance to the Operator in developing the Strategic Plan). The Stanly RCC shall appoint the Stanly Administrator, and the Stanly Administrator shall accept notices and communicate with the Operator on behalf of the Stanly RCC regarding all approvals and other actions required by this Agreement. At execution of this Agreement, the Stanly RCC has designated Stanly County as the Stanly Administrator. The Stanly RCC may change the Stanly Administrator by agreement in accordance with Stanly County' Interlocal agreement, upon thirty (30) days prior written notice to the Operator.
- 3.9. **Regional Radio Board.** The parties acknowledge that the Regional Radio Board has been established to: a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures. By executing this Radio Service Agreement, Stanly County agrees to have a single representative properly appointed by the Stanly RCC to serve on the Regional Radio Board to represent all Stanly Agencies.
- 3.10. **Adding Additional Radios.** Stanly County shall be entitled to use the Baseline Number of radios on the Stanly Radio Subsystem. In addition to the Baseline Number, Stanly County shall be entitled, through the Stanly Administrator: (i) to add additional public safety radios to the Stanly Radio Subsystem by notifying the Operator, and (ii) to add non-public safety radios to the Stanly Radio Subsystem by notifying the Operator, provided that adding such non-public safety radios will not in the Operator's reasonable judgment reduce agreed upon service level for the Stanly Radio Subsystem or the Radio System. If a Stanly Agency requests an increase in radios that will require a change in the Service Level Agreement, the Operator and the Stanly Administrator will work jointly to determine "remedy" option(s). If an agreed option includes need of Stanly Radio Subsystem upgrades or increased service staffing, etc., the operator can increase the Stanly Agency's Radio Service Fees for that fiscal year to account for any costs realized by the Operator for such additional service level that are agreed upon by both parties in advance, provided that if no agreement is reached then the Operator may deny the request to increase the radios.

- 3.11. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Stanly Agency or additional radios to the Stanly Radio Subsystem. It is also understood that public safety agency access and utilization of the Radio System is first priority and that the access of other agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Safety Agencies. However, the Operator will seek to avoid restricting Stanly Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority. The Operator will notify the Regional Radio Board when new access requests have the potential to require repriorizations or restrictions that impact current Radio System participants.
 - 3.12. **Emergency and Planned Access By Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System upon request. Temporary access for anything other than an emergency must be coordinated with the Operator as soon as reasonably practicable, but not later than the sooner of: (a) 14 calendar days prior to the date access will be needed by the Stanly Agency; or (b) the date the Stanly Agency first learned of the event giving rise to the need for access. For purposes of this Agreement, emergencies include only those events that could not have reasonably been foreseen. Speedway events and other planned functions will not be deemed emergencies.
 - 3.13. **Radio System Identification Access Code and System Key.** It is contemplated that the Stanly Agencies will each have their individual radio units programmed either by the Operator or by an authorized representative of the Operator. Stanly County will not have access to the Radio System identification access code nor to the system key, except pursuant to a separate written agreement signed by the Operator that will address restrictions on access to such information and remedies in the event of default.
 - 3.14. **Access to Facilities, Software and Equipment.** Throughout the term of this Agreement, the Stanly Agencies shall provide the Operator with unlimited access to any equipment or software in their possession or control that the Operator needs to access in order to perform its obligations under this Agreement (with such access being provided 24 hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, or 366 days a year during leap years).
4. **Term and Termination.**
- 4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7th) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the Stanly Radio Subsystem shall remain the property of Stanly County, and the Operator's rights to use the radio frequencies licensed to Stanly County pursuant to the FCC Licenses attached as **Exhibit A** shall revert to Stanly County (with each entity owning the licenses that it owned prior to the Effective Date of this Agreement). Notwithstanding the forgoing, the event of termination: (a) Stanly County shall have no use or ownership rights with respect to any other FCC Licenses, or any other assets or licenses associated with the Radio System; and (b) all assets purchased with UASI federal grant funds shall be returned to the Operator for use within the Radio System, except upgrades that have been made to the Stanly County Subsystem during the duration of this Agreement that cannot practicably be removed without a material detrimental impact to the

Stanly County Subsystem ("Essential Upgrades") will belong to Stanly County. The parties agree that the Essential Upgrades will not include system to system connectivity hardware and software that is used to connect the Stanly Subsystem to the Radio System. The parties further agree that the Essential Upgrades purchased with UASI funds will not belong to Stanly County to the extent prohibited by the UASI grant or by federal law.

4.2. This Agreement may be terminated as follows:

- 4.2.1. **Mutual Consent.** The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on all users of the Radio System.
 - 4.2.2. **Termination for Default.** The Operator may terminate this Agreement on behalf of Charlotte and Mecklenburg County in the event any of Stanly County materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following Stanly County' failure to cure. Stanly County (acting collectively) may terminate this Agreement with respect to Charlotte and Mecklenburg County in the event the Operator materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following the Operator's failure to cure. Notwithstanding the forgoing, if the breach in question cannot reasonably be cured within a six month period, then the cure period shall be automatically extended for a time period that is reasonably sufficient to cure the breach, so long as the party in breach is diligently and in good faith attempting to cure. A notice of breach under this Section shall not be effective unless it specifically identifies the breach and what must be done to cure it. Nothing herein shall be deemed to prohibit the Operator from cutting off radios pursuant to **Section 3.6** in the event of non-payment.
 - 4.2.3. **Termination Without Cause.** Either Charlotte and Mecklenburg or Stanly County may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party.
 - 4.2.4. **Termination Due To Force Majeure.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 6.5** in the event of a Force Majeure Event.
 - 4.2.5. **Termination Due To Emergency Expense or Unanticipated Expense.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 3.5** in the event of a Force Majeure Event.
 - 4.2.6. **Any Termination Must Apply to All Entities.** Notwithstanding the foregoing, if the Operator terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by the Operator (b) shall be on behalf of both Charlotte and Mecklenburg; and (c) shall be effective as to all Stanly Agencies on the same date. Notwithstanding the foregoing, if Stanly County terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by Stanly County; (b) shall be on behalf of Stanly Agencies; and (b) shall be effective as to Charlotte and Mecklenburg on the same date.
5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For Charlotte	For the Stanly County
Name: Charles L. K. Robinson	Name:
City of Charlotte – 9 th Floor	Stanly County
600 East Fourth Street	Address:
Charlotte, NC 28202	
Phone: 704-432-3539	Phone:
Fax:	Fax:
E-Mail clobinson@charlottenc.gov	E-Mail :
With Copy To:	With Copy To:
Name: Cindy White	Name:
City Attorney's Office	County Attorney's Office
600 East Fourth Street	
Charlotte, NC 28202	
Phone:704-336-3012	Phone:
Fax:	Fax:
E-Mail: cwhite@charlottenc.gov	E-Mail :
Operator's Representative:	
Danny Lovett	
City of Charlotte	
527 Spratt Street	
Charlotte, NC 28206	
Phone:704-336-2381	
Fax:	
E-Mail: jlovett@charlottenc.gov	
For Mecklenburg County:	
Name: John McGillicuddy	
Mecklenburg County	
600 East Fourth Street	
Phone:704-336-2661	
Fax:	
E-Mail: John.McGillicuddy@mecklenburgcountync.gov	
With Copy To:	
Name:	
County Attorney's Office	
600 East Fourth Street	
Charlotte, NC 28202	

Phone:	
Fax:	
E-Mail	

5.2. All other notices shall be sent to the Operator's Representative Manager (if to Charlotte), and to the Radio Manager designated by the party in question, if to Mecklenburg County, or Stanly County as identified at the most recent address provided in writing by such party.

6. Miscellaneous.

6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties. Any assignment attempted without the written consent of the other parties shall be void.

6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If any party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other parties in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Radio System, exclusive of the Stanly Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Stanly County agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the

Stanly Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duties of the parties, either the Operator or Stanly County may elect to terminate this Agreement with ninety (90) days written notice to the other parties hereto if: (i) if the Force Majeure Event has rendered the Radio System inoperable and insufficient funds have been appropriated for the Operator to make the Radio System operable; or (ii) if the Force Majeure Event has rendered the Stanly Radio Subsystem inoperable and insufficient funds have been appropriated for Stanly County' to make it operable. Notwithstanding the foregoing, a Force Majeure Event may result in an increase in Radio Service Fees as provided in **Section 3.5**.

- 6.6. *RIGHT TO AUDIT.* Any party shall have the right to audit at its own expense any of the other parties' records associated with the Radio System or the Stanly Radio Subsystem, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.
- 6.7. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.8. *WAIVER.* No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 6.9. *SURVIVAL OF PROVISIONS.* Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 6.10. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 6.11. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 6.12. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 6.14. *INDEMNIFICATION.* To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens,

demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. To the extent permitted by applicable law, the Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

6.15 *LIMITATION OF LIABILITY / EXCLUSIVE REMEDY.* The Stanly Agencies' remedies for breach of this Agreement by the Operator are limited to a refund of Radio Service Fees paid under this Agreement for the year in which the breach occurred, and termination of this Agreement in accordance with **Section 4**. To the fullest extent permitted by law, neither Charlotte, nor Mecklenburg nor the any of Stanly County shall be liable to the other parties or to any third party for any direct, consequential, indirect, special damages, lost profits or attorneys' fees in connection with any matters relating to this Agreement, and both parties hereto waive any right they may have under this Agreement, at law or in equity to recover such damages, profits or fees from the other party.

6.16 *DISPUTE RESOLUTION.* If any Stanly Agency has a concern related to the Radio Services provided under this Agreement, the Stanly Agency shall first contact the following individuals with the City, to discuss the concerns:

Danny Lovett Operator's Representative 704.336.2381

If after contacting the above-listed individuals, or their successors, the Stanly Agency's concerns have not been resolved, the Stanly Agency shall escalate their concerns to the City's Business Support Services Key Business Executive (BSS KBE), who will designate a team to discuss the concerns face-to-face within thirty (30) days after receiving notice that the Stanly Agency was unable to resolve its concerns by discussions with Operator's Representative. The Stanly Agency shall follow this process for dispute resolution prior to initiating any civil action or other proceeding against the City in connection with this Agreement. Notwithstanding the foregoing, if an issue comes to the Shared Services Director that is within the responsibilities of the Regional Radio Board as set forth in the Regional Radio Board governing documents, the Shared Services Director will refer the issue to the Regional Radio Board.

6.17 *COOPERATION REGARDING FUTURE GRANTS.* The Operator and the Stanly Agencies will cooperate in good faith in applying for and obtaining any future grants for projects or purchases that the parties mutually agree are consistent with the needs of the Radio System and the Stanly Radio Subsystem and will be feasible within budgetary constraints. The parties may also pursue individual grant opportunities.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

STANLY COUNTY

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED:

CITY OF CHARLOTTE

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED:

MECKLENBURG COUNTY

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

**This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control
Act.**

**This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control
Act.**

**Director of Finance
City of Charlotte**

**Director of Finance
Mecklenburg County**

**This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control
Act.**

**Director of Finance
Stanly County**

Exhibit A

FCC Licenses

No frequencies included as of the date of agreement execution

Exhibit B

Baseline Radios and Consoles

Stanly:	300 subscriber units and 9 communications consoles
Others:	1300 subscriber units
TOTAL:	1609

Notwithstanding anything contained herein to the contrary, no services will be provided for personal radios (those not owned by the Stanly Agency paying for the applicable service)

Exhibit C

Service Description and Service Level

DESCRIPTION OF RADIO SERVICE

Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

In consideration of Stanly County performance of their obligations under the Agreement, including payment of the Radio Service Fees, the Operator will provide the following services:

1. **MANAGEMENT RESPONSIBILITIES.** Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the Radio System. These functions include, but are not limited to:

- 1.1. Radio System Operation and Management.**

- 1.1.1. Assignment of radio identification numbers for subscriber radios.
- 1.1.2. Management of the Regional Master Site Controller database. This includes the assignment and deletion of subscriber IDs, the assignment and control of features such as private call, messaging features, and Security Group assignment.
- 1.1.3. Negotiation, implementation, and monitoring of all contracts and leases required for the operation of the Radio System (within the bounds of the Operating Budget).
- 1.1.4. Providing necessary reports and updates related to the Radio System and Stanly Radio Subsystem operation and upgrade projects.
- 1.1.5. Evaluation of all requests for new or additional equipment, including the potential for adverse loading effects. The request and evaluation may be presented to the Stanly Radio Communication Council for consideration and comments.
- 1.1.6. Managing the loading and performance of the Radio System.

- 1.2. Fixed Site Management.**

- 1.2.1. Maintaining all fixed site equipment associated with the Radio System and the Stanly Radio Subsystem .
- 1.2.2. Using diligent efforts to ensure that all Radio System and the Stanly Radio Subsystem equipment failures and/or problems receive priority service necessary to maintain the agreed upon system availability (see paragraph 2.1.1).
- 1.2.3. Submitting status reports and updates on construction projects relating to the Radio System or the Stanly Radio Subsystem to the Stanly Radio Communication Council.
- 1.2.4. Documentation and maintenance of all equipment records associated with the fixed site equipment utilized in the Radio System and the Stanly Radio Subsystem.

- 1.3. Strategic Planning.**

- 1.3.1. Design and support associated with sufficient signal strength coverage on the Radio System and the Stanly Radio Subsystem for public safety services.
- 1.3.2. Identifying and evaluating new technology and/or potential enhancements and upgrades for the Radio System and the Stanly Radio Subsystem.
- 1.3.3. Working with the Stanly Radio Communication Council to develop the "Strategic Plan" as described in **Section 3.7**.
- 1.3.4. Working with the Stanly Radio Communication Council to review and update the Strategic Plan every two years. The Radio Communication Manager will make a report at the end of each fiscal year to inform all parties of progress being made to implement the Strategic Plan.

1.4. Development of Budget and Chargeback Model

- 1.4.1. Adjusting the annual Radio Service Fees if necessary as provided in the Agreement.
- 1.4.2. Development of capital and operating budgets necessary for the operation, maintenance, and upgrade of the Radio System.
- 1.4.3. Review and revise radio services chargeback models as required to ensure appropriate allocation of Radio System and Stanly Subsystem costs.

2. RADIO NETWORK SERVICE LEVELS. The Operator will provide the following levels of service to the Customer.

- 2.1.1. "*Radio Network Availability*" is defined as the total actual uptime of the Radio System and Stanly Radio Subsystem divided by the amount of possible available uptime less: (a) scheduled downtime and (b) downtime due to Force Majeure. The "Targeted Network Availability" is 99.9%, as measured by the Motorola Monthly Metrics Report.
- 2.1.2. If the Radio Network Availability, as measured by the Motorola Monthly Metrics Report, is less than Targeted Network Availability for three consecutive monthly reporting periods, or four months out of any consecutive twelve-month period, the Stanly Agency will receive a credit against future Radio Service Fees equal to 25% of the operating expense portion of the Stanly Agency's Radio Service Fee for each month of non-compliance.
- 2.1.3. If Radio Network Availability drops below Target Network Availability for two consecutive monthly reporting periods, the Radio Communication Manager will inform all affected Stanly Agencies as to the nature of the problem, the proposed resolution and the timeframe for resolution.
- 2.1.4. Upon written request to the Operator, the Stanly Administrator will receive a copy of the monthly "Metrics Report" delivered by Motorola, or any other company then monitoring the Radio Network.

2.2. Service Level for Network Access. The Operator shall comply with the following "Service Levels for Network Access."

- 2.2.1. New radio IDs will be issued within 2 working days of receipt of request, provided that the Operator's Representative has determined that such additional radios are allowable within the terms of the Agreement.
- 2.2.2. Operator will provide level of access to personnel approved by the Stanly Administrator needed to make subscriber update changes to the User Configuration Manager (UCM).

2.3. Service Level Requirements for Emergency Service Calls. The Operator shall comply with the following "Service Levels for Emergency Service Calls."

- 2.3.1. **Definition of Emergency Service Calls.** Severity Level 1 calls as defined in the chart below shall constitute "Emergency Service Calls." All Severity Level 2 and below service calls shall constitute "Routine Service Calls, and shall be subject to Section 2.4 of this Exhibit.

Severity Level	Problem Type and examples (if applicable)
<p>Severity 1 Total loss of communications or functionality. Affected equipment is in excess of 20% at any one site or location. 7X24 response</p> <p>THIS IS DENOTED BY THE STANLY AGENCIES AS AN EMERGENCY SERVICE CALL</p>	<p>Regional controller down. Network Down. Network in "Site trunking" (HP or Database server down). Console down.</p>
<p>Severity 2 Network impaired, but affected equipment is not in excess of 33% at any one site or location. 8X5 standard business day response.</p> <p>THIS IS DENOTED BY THE STANLY AGENCIES AS A "ROUTINE SERVICE CALL". ALL SEVERITY 2 AND BELOW ARE "ROUTINE SERVICE CALLS"</p>	<p>Configuration issues - Single X-terminal problem (local or remote). Trackball broken</p>
<p>Severity 3 Non-critical questions. Technician is not on site. 8X5 standard business day response. ROUTINE</p>	<p>Upgrades or intermittent problems, Network problems presently being monitored. Parts Question. Scheduled Preventative Maintenance.</p>
<p>Severity 4 Specific statement of work performed at scheduled date. ROUTINE</p>	<p>Scheduled upgrades and Network expansions.</p>

2.3.2. Service Levels for Emergency Service Calls

Service Level for Emergency Service Calls	Response To Emergency Service Calls
<p>Telephone Answering by Human Operator (land line, cellular or radio)</p>	<p>100% of calls answered will be answered by a Human Operator. This is currently Motorola's responsibility.</p>
<p>Call Logging</p>	<p>100% of onsite emergency calls logged within 1 hour.</p>
<p>Call Routing</p>	<p>100% of calls routed within 15 minutes of call conclusion. This is currently Motorola's responsibility.</p>
<p>Repair of Covered Equipment (for which the Stanly Agency purchases maintenance under this Agreement)</p>	<p>Radio Technician arrives, troubleshoots, diagnoses, starts repairs, or swaps out failed equipment, 80% of requests within 2.5 hours, provided that if the request involves the radio console work, will begin within 2.5 hours (including work performed remotely) 100% of the time.</p>

2.4. Service Level Requirements for Routine Service Calls. The Operator shall exercise reasonable diligence in responding to Routine Service Calls, and will provide the Stanly Agencies with the same level of service in this regard as is received by Operator's agencies.

3. **MAINTENANCE SERVICES.** The following services are provided as an optional service referenced in **Exhibit D** "technician support". If the "technician support" option is not chosen, the Operator will provide such services if and when requested by the Customer based on resource availability and at the Operator's then current prices for such service.
 - 3.1. **Installation and removal of mobile equipment.** Installation and removal of electronic equipment mounted in a vehicle or on motorized equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply:
 - 3.1.1. Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.
 - 3.1.2. Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.
 - 3.1.3. All work will be completed to specifications and price agreed to at time of scheduling.
 - 3.2. **Maintenance of electronic equipment.** This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply.
 - 3.2.1. Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the customer will be contacted and a completion schedule established.
 - 3.2.2. Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.
 - 3.2.3. Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.
 - 3.3. **Batteries.** The Operator agrees to maintain a stock of batteries for the radios utilized on the radio system. Batteries can be purchased at the Motorola Trunked Customers Group Price.
 - 3.4. **Consultation and Project Management Services.** The following Services may be purchased from the Operator on a case-by-case basis on terms mutually acceptable to the Stanly Agency and the Operator.
 - 3.4.1. Assistance in the design and installation of specialized communication systems.
 - 3.4.2. All special projects will be completed to project specific agreed upon standards.
 - 3.4.3. Project pricing and scheduling will be negotiated with the requesting Stanly Agency.
4. **EXCLUDED SERVICES.** The Radio Service shall not include and the Operator shall not be required to perform the following:
 - 4.1. Services to equipment which has become defective other than through normal wear and usage, such as, but not limited to:
 - 4.1.1. Accidents, physical or electronic misuse or abuse.

- 4.1.2. Unauthorized attempts by personnel or third parties not from the Operator's Radio Shop to repair, maintain or modify the equipment.
- 4.2. Services to equipment that is necessary because of unauthorized relocation, reinstallation, or other activities that have altered the equipment or Radio System or Stanly Radio Subsystem.
- 4.3. Services required because of unauthorized connection of radio equipment to other machines, equipment, or devices.
- 4.4. Services required because of unauthorized alterations to other equipment, machines or devices to which the equipment or Radio System or Stanly Radio Subsystem is connected.
- 4.5. Service needed for Computer terminal due to phosphor burned or defective CRTs.
- 4.6. Service to personal radios (those not owned by the Stanly Agency paying for service)

Exhibit D

FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT

FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT. Annualized costs associated with services to be provided are detailed below. These costs will be reviewed annually in accordance with **Section 3** of the Agreement.

Annualized costs in the Contract Costs section below will begin one (1) year after acceptance of the Motorola system. Actual charges will be prorated based on date of system acceptance.

Motorola Contract Costs	Annualized	
SSC with Metrics	\$72,575	
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, and performance reporting</i>		
Upgrade Assurance Program(SUA II)	\$74,550	
<i>Cover hardware and software cost necessary for keeping the system current.</i>		
Infrastructure Repair/Advanced Replacement	\$57,326	
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs, dependent on part availability.</i>		
Stanly Contracts Total	\$204,451	
Charges below will not be in effect until such time as the Stanly Subsystem is connected to the Regional Radio System. Pricing below is annualized costs. Actual charges will be prorated based on date of service connection:		
Master Site Shared Cost (19.8%)		Master Site Total
Upgrade Assurance Program(SUAII)	\$45,217	\$228,368
<i>Cover software and hardware cost necessary for keeping the system current.</i>		
SSC	\$55,049	\$278,024
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, training and performance reporting</i>		
Infrastructure Repair/Advanced Replacement	\$7,895	\$39,871
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs.</i>		
Regional Master Site Total	\$108,161	\$546,263
Contract Section Subtotal	\$312,612	

Charlotte CIT Support	\$126,900
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This cost is for support provided to ensure proper maintenance and operation of the Stanly Radio Subsystem. It includes tower infrastructure maintenance, RCC support, console maintenance, planning, and administration work effort equivalent to one full time network engineer, radio account management services equivalent to one-fourth business system associate FTE and related radio service management and strategic planning.

TOTAL	\$449,512
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Technician support (optional)	\$88,336
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A FTE (full-time equivalent) technician to provide subscriber equipment troubleshooting/repair, radio programming. Support can be provided to all devices associated with the Stanly Radio Subsystem.

TOTAL w/FTE Technician Support	\$537,848
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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 28th day of October 2013 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 814-817.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.





Emily A. Kunze, Deputy City Clerk

Property Tax Refund Requests

BAC TAX SERVICES CORPORATION	\$	487.13
BAC TAX SERVICES CORPORATION		92.84
BAC TAX SERVICES CORPORATION		148.35
BAC TAX SERVICES CORPORATION		169.86
BAC TAX SERVICES CORPORATION		27.75
BAC TAX SERVICES CORPORATION		178.48
BAC TAX SERVICES CORPORATION		360.80
BAC TAX SERVICES CORPORATION		177.53
BAC TAX SERVICES CORPORATION		288.07
BAC TAX SERVICES CORPORATION		187.10
BAC TAX SERVICES CORPORATION		247.38
BAC TAX SERVICES CORPORATION		28.72
BANK OF COMMERCE		342.74
BARBOUR, SHERRY L		119.63
BARKER, DAVID L		304.82
BB & T		55.97
BB & T MORTGAGE		24.41
BB & T MORTGAGE		840.78
BEACON INDUSTRIAL LLC		507.71
BEARD, DONALD P		208.16
BRATTON, MARY OLDS		243.56
BROOKS, THURMAN S		1,231.71
BROWN, MICHAEL D		115.92
BROWN, TAMMARA M		113.89
BSN MEDICAL INC		82.75
BSN MEDICAL INC		195.56
BSN MEDICAL INC		484.95
BSN MEDICAL INC		972.90
CANTINA 1511 CANTINA 1511 OF STONECREST LLC		162.23
CARR, CLARENCE L SR		462.73
CASKEY, DAVIS S		537.37
CEW PROPERTIES LLC		3,044.78
CHAMPION, NORMA JEAN		98.10
CHASE		306.25
CHASE		217.73
CHASE		31.59
CHASE		149.78
CITIMORTGAGE, INC.		85.17
CITIMORTGAGE, INC.		115.33
COASTAL FEDERAL CREDIT UNION		27.28
CORELOGIC TAX SERVICES LLC		1,390.55
DE MAY, MICHAEL G		86.60
DEMARCO, MR ARTHUR		20.89
DEWEILER, NANCY J		122.51
DEVOE, JOE		79.43
DIBIAEZUE, CHARLES		127.10
DIBIAEZUE, CHARLES C		520.54
DUNHAM, VIRGINIA		189.97
EDWARDS, ROBERT L JR		911.09
ELLINGTON, BRIAN THOMAS		71.71
ESKEW, CHARLES R		160.78
F RICHARD WALKER JR		370.85
FIFTH THIRD BANK		155.04
FIFTH THIRD BANK		159.34
FINK, JAMES A		1,449.42

GANTT, WILLIAM SCOTT	17.83
GATEWAY COMMUNITIES LLC	1,480.05
GERRARD, BARBARA	190.15
GETTYS, A BRUCE	91.76
GIDARO, JOHN	21.54
GILCHRIST, MARSHALL BROWN	214.38
GOODMAN, CHARLOTTE B	218.20
GRUBB, DEIDRE G	4,582.27
HOLLINGSWORTH, E CRAIG	129.19
HOLMES, DONALD D JR	22.97
HOLMES, DONALD D JR	27.75
HOLMES, DONALD D JR	31.21
HOLMES, DONALD D JR	27.75
HOLMES, DONALD D JR	27.75
HOUSE, DIANNE E	54.46
JARIWALA, BALVANT	1,318.32
JMPH PROPERTIES LLC	245.47
JOHNSON, GREGORY T	715.41
JONES, RUSSELL PAUL	41.15
JUESSIE, ROBERT PETER	332.08
KESLING, GARY	336.39
KINKEL, RICHARD LOUIS	37.01
KIZER, WILLIAM A	311.03
LAYTH M AL DUROOBI	279.45
LERETA, LLC	93.32
LINKER, JEFFREY REID	1,635.56
M & T BANK/ REO	3,712.33
MABON, JAMES M	55.51
MACDONALD, GORDON P	212.94
MCCLINTOCK, JAMES S	172.74
MCLENDON, CHARLES J	90.91
MCNEARY, LYDIA & JOHN	1,473.82
MEMBERS MORTGAGE SERVICES	721.59
MILLS, LARRY T	66.03
MORRISON, DAVID N	1,189.59
MULLIS, JOHNNIE STEGALL	378.50
ND HOLDINGS LLC	102.88
NGUYEN, DINH V	151.22
NGUYEN, HIEN	203.86
OCWEN LOAN SERVICING, LLC	62.68
OCWEN LOAN SERVING	55.21
PARKS, PETER G	60.28
PARSONS, LOUISE D	688.59
PEARSON, KENNETH W	178.98
PERAINO & ASSOCIATES LLC	178.98
PERFORMANCE TITLE, INC.	7.17
PHH MORTGAGE CORP/ROCHESTER	92.36
PHH MORTGAGE CORP/ROCHESTER	51.20
PHH MORTGAGE CORP/ROCHESTER	222.50
PJJD ENTERPRISES INC	771.61
PRENDERGAST, MICHAEL DAVID	1,853.28
PROVIDENT FUNDING	19.60
REGIONS MORTGAGE	370.38
ROBINSON, ALBERT L	1,376.69
SAGEHORN, LARRY F	1,652.18
SANO, PRASATHIP VONGXAY	467.99
SCBT	2,298.80
SIEGER, LYLE R	230.18
SPECTORMAN, HY	39.25
SPENCER, DORIS L	249.75
STANFORD, WM THOMAS &	444.54

SUGGS, LUCILLE	280.41
SWITZER, JOHN A	517.27
THE SHOAF LAW FIRM , P.A.	139.24
THOMAS, RAY	79.92
TOTAL MORTGAGE SOLUTIONS LP	19.61
TRAVIS, PHYLLIS JANELLE	77.31
TRENKELBACH, CURTIS L	2,609.82
TUTTLE, SUSAN S	195.49
US BANCORP SERVICE PROVIDERS	211.51
US BANCORP SERVICE PROVIDERS	27.97
VALU TREE REAL ESTATE TAX SERVICES	677.57
VALU TREE REAL ESTATE TAX SERVICES	3,862.09
VALU TREE REAL ESTATE TAX SERVICES	135.90
VALU TREE REAL ESTATE TAX SERVICES	387.59
VALU TREE REAL ESTATE TAX SERVICES	45.93
WALL, JOSPEH E	275.14
WATSON, JAMES S JR	810.60
WELLS FARGO HOME MORTGAGE	216.76
WELLS FARGO HOME MORTGAGE	4.30
WELLS FARGO HOME MORTGAGE	58.39
WELLS FARGO HOME MORTGAGE	51.67
WELLS FARGO HOME MORTGAGE	399.56
WELLS FARGO HOME MORTGAGE	87.58
WELLS FARGO HOME MORTGAGE	39.72
WELLS FARGO HOME MORTGAGE	45.93
WELLS FARGO HOME MORTGAGE	80.87
WELLS FARGO HOME MORTGAGE	137.74
WELLS FARGO HOME MORTGAGE	187.57
WELLS FARGO HOME MORTGAGE	115.37
WELLS FARGO HOME MORTGAGE	39.71
WELLS FARGO HOME MORTGAGE	342.63
WELLS FARGO HOME MORTGAGE	281.38
WELLS FARGO HOME MORTGAGE	93.32
WELLS FARGO HOME MORTGAGE	188.06
WHITE, ANDREW	82.29
WHITLEY, JOHN WILLIAM	2,251.42
WIGGINS, MARY E	127.46
	<u>\$ 66,865.30</u>

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

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

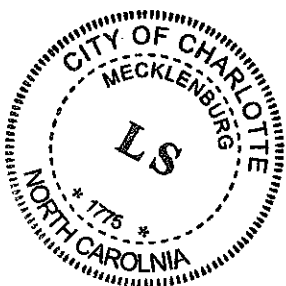
1. The City-County Tax Collector has collected certain taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 28th day of October 2013 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 818-819.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze, Deputy City Clerk

Business Privilege License Tax Refund Requests

BUSINESS NAME	AMT DUE
Ricky Jays Sports Bar	\$ 149.75
Intown Suites	761.36
Office Depot	3.54
Ballantyne Resort	3,075.37
Redbox Automated Retail, LLC	250.00
	<u>\$ 4,240.02</u>

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 **BLUE LINE EXTENSION 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 **BLUE LINE EXTENSION PROJECT** and estimated to be **1,528 square feet (.035 acre) of fee-simple area; 3,071 square feet (.071 acre) of storm drainage easement; 7,586 square feet (.174 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel Nos.: 049-055-05 and 049-055-04, said property currently owned by **NORTH TRYON STREET-OWEN PROPERTIES, LLC; FIRST TRUST BANK, Beneficiary**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

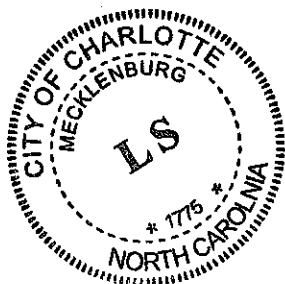
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.


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.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 820.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **FINCHLEY-PURSER/SHAMROCK HILLS NEIGHBORHOOD IMPROVEMENT 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 **FINCHLEY-PURSER/SHAMROCK HILLS NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **1,732 square feet (.04 acre) of storm drainage easement; 496 square feet (.011 acre) of sidewalk/utility easement; 3,999 square feet (.092 acre) of temporary construction easement; 1 square feet of easement to be abandoned; 1,910 square feet (.044 acre) of existing drainage easement to be accepted** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 099-126-16, said property currently owned by **LIKE WEN and spouse, if any**, 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 821.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **418 square feet (.01 acre) of 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.: 099-145-22, said property currently owned by **ALIZA Y. DILDY and spouse, if any; NATIONSBANC MORTGAGE CORPORATION, Beneficiary; MURPHY AND MURPHY, LLC, Possible Judgment Creditor; RACEWAY REAL ESTATE ASSOCIATION, Possible Judgment Creditor; TOYOTA OF LAKE NORMAN BODY SHOP, Possible Judgment Creditor, 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 822.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **1,092 square feet (.025 acre) of storm drainage easement; 125 square feet (.003 acre) of right-of-way and utility easement; 2,779 square feet (.064 acre) of 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.: 099-214-13, said property currently owned by **CLAYTON B. ALLISON and wife, VIVIAN A. ALLISON; FIRST WACHOVIA MORTGAGE COMPANY, 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.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 823.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT 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 **HOPE VALLEY/OAK FOREST NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **752 square feet (.017 acre) of storm drainage easement; 266 square feet (.006 acre) of right-of-way and utility easement; 6,743 square feet (.155 acre) of 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.: 107-027-01, said property currently owned by **MPI BRITTANY, LLC; LEGG MASON REAL ESTATE CAPITAL II, INC., Beneficiary; MAINTENANCE SUPPLY HEADQUARTERS, L. P., Possible Judgment Creditor; ELITE DEMOLITION AND REMODELING, LLC, Possible Judgment Creditor; MMA OF CHARLOTTE, Possible Judgment Creditor; REDI CARPET OF NORTH CAROLINA, LLC, Possible Judgment Creditor**, 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 824.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **LAWTON ROAD 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 **LAWTON ROAD PROJECT** and estimated to be **90,409 square feet (2.075 acre) of fee-simple area** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 039-081-13, said property currently owned by **JSSJ DEVELOPMENT, L. L. C.; MECKLENBURG COUNTY TAX COLLECTOR; RICHARD E. WOOD and MARY W. WOOD, Beneficiaries; PEOPLE'S BANK, Beneficiary; HEIRS AT LAW OF FRANK H. WOOD, JR.,** or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

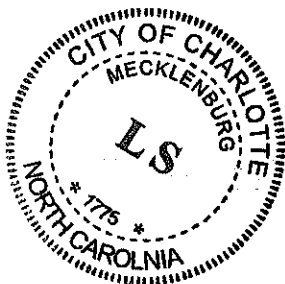
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

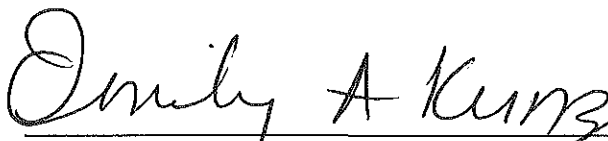
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 825.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.





Emily A. Kunze, Deputy 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 **OAKDALE ROAD WIDENING PROJECT**;

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 **OAKDALE ROAD WIDENING PROJECT** and estimated to be **16 square feet of fee-simple area; 507 square feet (.012 acre) of fee-simple area within existing right-of-way; 531 square feet (.012 acre) of storm drainage easement; 532 square feet (.012 acre) of sidewalk/utility easement; 883 square feet (.02 acre) of temporary construction easement; 226 square feet (.005 acre) of sidewalk/utility easement and 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.: 039-193-33, said property currently owned by **DOUGLAS C. JONES; LAURE LADD JONES; DILLARD R. JONES; REBECCA D. JONES; RUTH COVINGTON JONES and spouse, if any; KELLY ALLISON McWHIRTER; DAVID K.McWHIRTER; WILLIAM CHARLES JONES, III; REBECCA BEAL JONES; BRADLEY PERRY JONES; BRIDGET LEANN JONES; BRIAN CHRISTOPHER JONES and spouse, if any; BARRY RUSSELL JONES; CLARA JANETTE JONES; JULY ANN HAWKINS; GREGORY ALAN HAWKINS; HEIRS AT LAW OF RUTH TENCH JONES**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

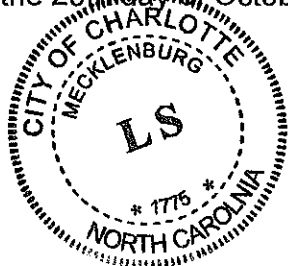
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 826.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.



Emily A. Kunze

Emily A. Kunze, Deputy City Clerk

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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 **OAKDALE ROAD WIDENING PROJECT**;

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 **OAKDALE ROAD WIDENING PROJECT** and estimated to be **3,307 square feet (.076 acre) of fee-simple; 2,869 square feet (.066 acre) of fee-simple within existing right-of-way** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 035-091-01, said property currently owned by **LINDA M. THUEMMEL and spouse, if any; JOHN W. McLEMORE, JR. and spouse, if any; BANK OF AMERICA, N. A., 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.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 828.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **RAMAH CREEK SEWER INTERCEPTOR 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 **RAMAH CREEK SEWER INTERCEPTOR PROJECT** and estimated to be **25,510 square feet (.586 acre) of sanitary sewer easement and 24,934 square feet (.572 acre) of 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.: 011-281-08, said property currently owned by **J. FRANK BRAGG, JR. and wife, KATHARINE B. BRAGG**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

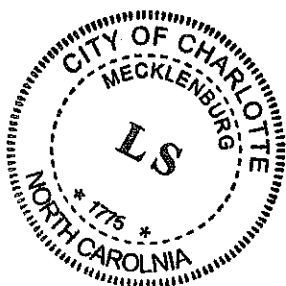
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 829.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **RAMAH CREEK SEWER INTERCEPTOR 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 **RAMAH CREEK SEWER INTERCEPTOR PROJECT** and estimated to be **27,537 square feet (.632 acre) of sanitary sewer easement and 32,530 square feet (.747 acre) of 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.: 011-131-08, said property currently owned by **T. PRICE ZIMMERMANN and wife, MARGARET U. F. ZIMMERMANN**, 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 830.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.





Emily A. Kunze, Deputy 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 **RAMAH CREEK SEWER INTERCEPTOR 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 **RAMAH CREEK SEWER INTERCEPTOR PROJECT** and estimated to be **35,289 square feet (.81 acre) of sanitary sewer easement and 24,160 square feet (.555 acre) of 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.: 011-131-21, said property currently owned by **JEFFREY T. BURTON and wife, KIMBERLE A. BURTON**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

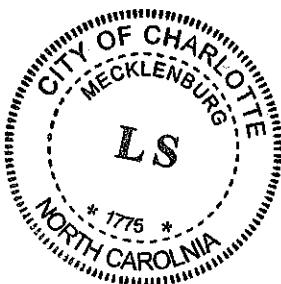
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

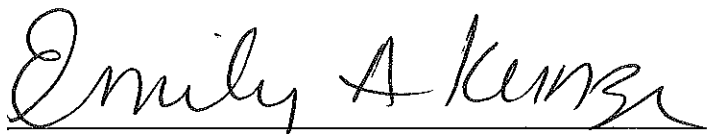
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 831.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy 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 **RAMAH CREEK SEWER INTERCEPTOR 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 **RAMAH CREEK SEWER INTERCEPTOR PROJECT** and estimated to be **4,266 square feet (.098 acre) of sanitary sewer easement and 2,518 square feet (.058 acre) of 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.: 011-131-10, said property currently owned by **JEFFREY T. BURTON and wife, KIMBERLE A. BURTON**, 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, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 832.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.





Emily A. Kunze, Deputy 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 **RAMAH CREEK SEWER INTERCEPTOR 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 **RAMAH CREEK SEWER INTERCEPTOR PROJECT** and estimated to be **31,267 square feet (.718 acre) of sanitary sewer easement and 18,690 square feet (.429 acre) of 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.: 011-131-14, said property currently owned by **J. FRANK BRAGG, JR. and wife, KATHARINE B. BRAGG**, 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.

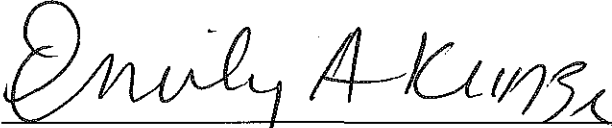
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 833.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.





Emily A. Kunze, Deputy 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 **WILSON POND 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 **WILSON POND PROJECT** and estimated to be **28,651 square feet (.658 acre) of storm drainage easement and 17,661 square feet (.405 acre) of 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.: 035-101-17, said property currently owned by **JERALD RAY COLLINS, SR. and spouse, if any**, 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.

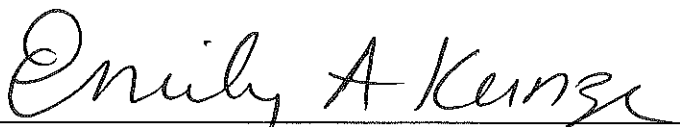
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, Deputy 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 28th day of October, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 834.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 29th day of October, 2013.




Emily A. Kunze, Deputy City Clerk