

RESOLUTION CLOSING AN ALLEYWAY OFF OF S. TORRENCE STREET IN THE CITY OF CHARLOTTE,
MECKLENBURG COUNTY, NORTH CAROLINA

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close an alleyway off of S. Torrence Street, which calls for a public hearing on the question; and,

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close an alleyway off of S. Torrence Street to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

WHEREAS, the public hearing was held on the 10th day of February, 2014, and City Council determined that the closing of an alleyway off of S. Torrence Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of February 10, 2014, that the Council hereby orders the closing of an alleyway off of S. Torrence Street in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A", and is more particularly described by metes and bounds in the document marked "Exhibit B, all of which are attached hereto and made a part hereof.

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

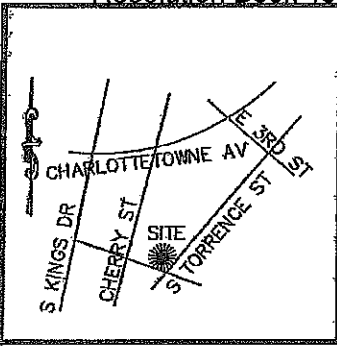
CERTIFICATION

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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s)39-41.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.




Emily A. Kunze, Deputy City Clerk



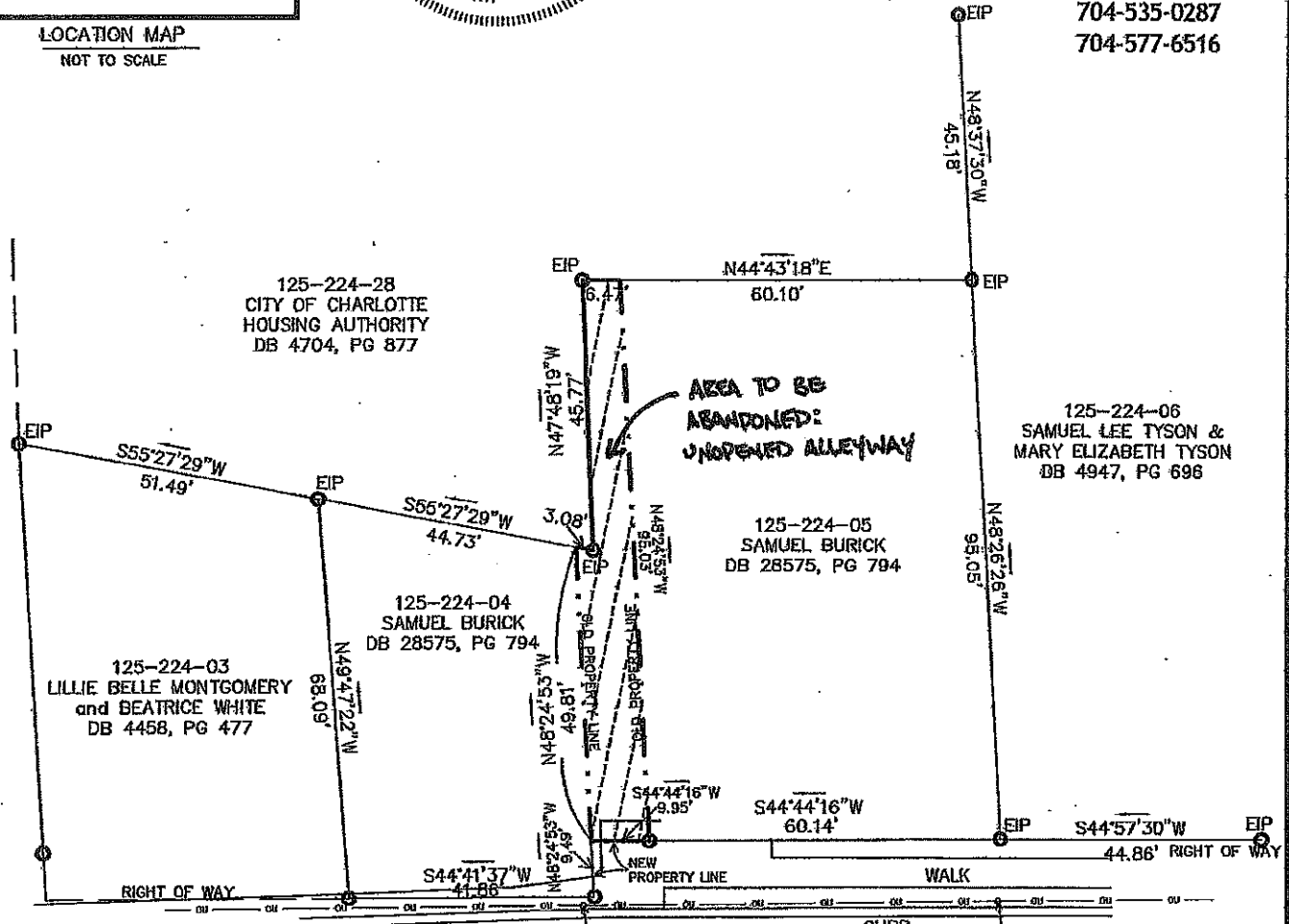
LOCATION MAP
 NOT TO SCALE



I certify that this survey was completed under my direct supervision and the lines not surveyed were drawn from the deeds referenced on the adjoining lots; that the ratio of precision is >:10000; and that this map meets the requirement of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600).
 This 4th day of September, 2013.

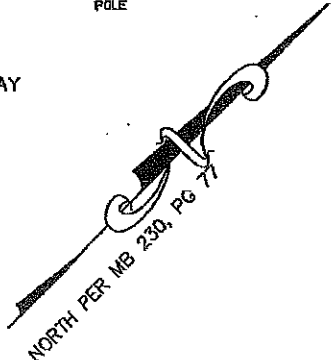
G. Kemp Miller

G. KEMP MILLER, PLS
 7330 E. Lakeside Dr.
 Charlotte, NC 28215
 704-535-0287
 704-577-6516



- NOTES:
1. NO NCGS MONUMENT FOUND WITHIN 2000'
 2. BOUNDARY LINES DRAWN FROM MAP BOOK 5, PG 217 AND MAP BOOK 230, PG 248.
 3. EIP = EXISTING IRON PIPE
 CP = COMPUTED POINT
 SIP = SET IRON PIN
 —OU— = OVERHEAD UTILITY
 5. = PROPOSED ALLEY ABANDONMENT.

SOUTH TORRENCE STREET
 VARIABLE WIDTH PUBLIC RIGHT OF WAY



"EXHIBIT A"
 SURVEY OF AN ALLEY ABUTTING S. TORRENCE ST.
 CHARLOTTE, MECKLENBURG CO., NC
 SCALE 1"=30'

DATE: 9/4/2013

"Exhibit B"

Being the remaining portion of an alley abutting S. Torrence St. and being more particularly described as follows:

Beginning at a #4 rebar, said beginning point being located N55-27-29E 99.30' from a 1" pipe in the northern margin of Luther Street, the common corner of the City of Charlotte Housing Authority (DB 4704, PG 877) and Lillie Belle Montgomery and Beatrice White (DB 4458, PG 477), thence from said beginning point with the line of the aforementioned Charlotte Housing Authority property, N47-48-19W 45.77' to a #4 rebar, thence N44-43-18E 6.47' to a point, thence S48-24-53E 95.03' to a point, the common corner of a 10' alley and Samuel Burick property (DB 28575, PG 794), thence with the western margin of South Torrence Street S44-44-16W 9.95' to a point, thence N48-24-53W 49.81' to a point, thence N55-27-29E 3.08' to the point and place of Beginning, containing 796.92 Sq.Ft., 0.02 Ac. and shown on a survey prepared by G. Kemp Miller, PLS, L-4661 labeled "Exhibit A" and dated September 4, 2013.

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 7:00 p.m. on February 10, 2014:

Members Present: Mayor Cannon, Councilmembers Austin, Autry, Barnes, Driggs, Fallon, Howard, Kinsey, Lyles, Mayfield, Phipps, and Smith

Members Absent: None

* * * * *

* * *

Councilmember Howard introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Council and which was read by title:

RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING CONTRACT TO PROVIDE FOR THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT AND THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF CERTAIN PROJECTS SET FORTH THEREIN

WHEREAS, the City of Charlotte, North Carolina (the "*City*") is a municipal corporation duly created and validly existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment financing contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the "*City Council*") hereby determines that it is in the best interest of the City to enter into an installment financing contract (the "*Contract*") with New Charlotte Corporation (the "*Corporation*") in order to provide funds (1) to finance the following projects (collectively, the "*Projects*"): (a) the purchase and installation of certain personal property (the "*Equipment*") for use by various City departments for the City's general governmental purposes, (b) the acquisition, construction, equipping and furnishing of various public safety and general

governmental facilities, including the Westover Police Station and the City's 911 Communications Center (collectively, the "*Facilities*"), and (c) the acquisition of certain real property, together with the improvements thereon (collectively, the "*Redevelopment Property*"), adjacent to the Bojangles Coliseum/Ovens Auditorium Complex (the "*Complex*") to facilitate the future redevelopment of the Complex; and (2) to pay certain costs incurred in connection with the execution and delivery of the Contract;

WHEREAS, in connection with the execution and delivery of the Contract, and to secure its obligations thereunder, the City Council hereby further determines that it is in the best interest of the City (1) to enter into a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") related to all or a portion of the City's fee simple interest in the real property on which one or more of the Facilities will be located, together with the improvements thereon (collectively, the "*Mortgaged Property*") and (2) to grant to the Corporation and its assignee under the Contract a security interest in the Equipment acquired with the proceeds of the Contract;

WHEREAS, in connection with the City's plans to provide parking facilities and other amenities to support the redevelopment of the Complex, the City intends, at the appropriate time, to demolish any improvements acquired as part of the Redevelopment Property not constituting a public purpose;

WHEREAS, City hereby determines that the acquisition of the Projects is essential to the City's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City hereby determines that the Contract allows the City to finance the Projects and to take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City;

WHEREAS, the City hereby determines that the estimated cost of financing the Projects is an amount not to exceed \$45,000,000.00, and that such cost of financing the Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the Projects pursuant to the Contract is expected to exceed the cost thereof pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the Projects pursuant to the Contract and Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of financing the Projects; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the City has determined and hereby determines that the estimated cost of financing the Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract;

WHEREAS, the sums to fall due under the Contract will be adequate but not excessive for its proposed purpose;

WHEREAS, Parker Poe Adams & Bernstein LLP, as special counsel ("*Special Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, the Corporation will execute and deliver one or more series of certificates of participation to evidence proportionate undivided interests in rights to receive certain Revenues pursuant to the Contract (collectively, the "*2014 Certificates*");

WHEREAS, in connection with the sale of the 2014 Certificates by the Corporation to Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association (collectively, the "*Underwriters*"), the Corporation will enter into the Contract of Purchase (as defined below) and the City will execute a Letter of Representation to the Underwriters (the "*Letter of Representation*");

WHEREAS, there have been described to the City Council the forms of the following documents (collectively, the "*Instruments*"), copies of which have been made available to the City Council, which the City Council proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of March 1, 2014 (the "*Indenture*") between the Corporation and the Trustee;

(4) a Contract of Purchase to be dated on or about March 14, 2014 (the "*Contract of Purchase*") among the Corporation and the Underwriters; and

(5) the Letter of Representation;

WHEREAS, to make an offering and sale of the 2014 Certificates, there will be prepared a Preliminary Official Statement (the "*Preliminary Official Statement*"), a draft thereof having been presented to the City Council, and a final Official Statement (collectively with the Preliminary Official Statement, the "*Official Statement*") with respect to the 2014 Certificates, which Official Statement will contain certain information regarding the City;

WHEREAS, the City Council has been advised that it may be in the City's best interests, based on market conditions at the time the 2014 Certificates are sold, to sell all or a portion of the 2014 Certificates (as part of a single series of 2014 Certificates or as a separate series of 2014 Certificates) directly to one or more financial institutions to be determined by the Chief Financial Officer in lieu of selling such 2014 Certificates to the Underwriters under the terms of the Contract of Purchase;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the City Council did conduct a public hearing on February 10, 2014 to receive public comment on the proposed Contract to acquire, install, construct, furnish and equip, as applicable, the Projects; and

WHEREAS, the City has filed an application to the LGC for approval of the Contract;

WHEREAS, with respect to the 2014 Certificates, Parker Poe Adams & Bernstein LLP will serve as special counsel and Corporation's counsel, DEC Associates, Inc. will serve as financial advisor, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association will serve as underwriters, U.S. Bank National Association will serve as trustee, McGuireWoods LLP will serve as underwriters' counsel, and Waters and Company LLC will serve as financial consultant (collectively, the "*Financing Team*");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification of Instruments. All actions of the City, the City Manager, the Chief Financial Officer, the City Clerk, the City Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. Authorization of the Official Statement. The form, terms and content of the Official Statement are in all respects authorized, approved and confirmed, and the use of the Official Statement by the Underwriters in connection with the sale of the 2014 Certificates is hereby in all respects authorized, approved and confirmed.

Section 3. Authorization to Execute the Contract. The City approves the financing of the Projects in accordance with the terms of the Contract, which will be a valid, legal and binding obligation

of the City in accordance with its terms. The form and content of the Contract are hereby authorized, approved and confirmed in all respects, and the City Manager or the Deputy City Manager and the City Clerk and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the City Council. From and after the execution and delivery of the Contract, the City Manager, the Chief Financial Officer and the City Clerk are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. Authorization to Execute the Deed of Trust. The City approves the form and content of the Deed of Trust, and the Deed of Trust is hereby authorized, approved and confirmed in all respects. The City Manager or the Deputy City Manager and the City Clerk and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate. Execution by the City Manager or the Deputy City Manager and the City Clerk or their respective designees shall constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the City Council. From and after the execution and delivery of the Deed of Trust, the City Manager, the City Clerk and the Chief Financial Officer of the City are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. Letter of Representation. The form and content of the Contract of Purchase are hereby approved in all respects, and the City Manager or the Deputy City Manager is authorized to execute the Letter of Representation for the purposes stated therein.

Section 6. Direct Placement of 2014 Certificates. The direct placement of all or a portion of the 2014 Certificates with one or more financial institutions selected by the Chief Financial Officer is hereby authorized and approved if the City Manager and the Chief Financial Officer, with the advice of the City Attorney, the City's financial advisor and special counsel to the City, determine that such a direct placement of all or such portion of such 2014 Certificates is in the best interests of the City. In connection with any such direct placement of such 2014 Certificates, the City Manager, the Deputy City Manager and the Chief Financial Officer are hereby authorized, empowered and directed, individually and collectively, to negotiate, execute and deliver any and all documents, and to do any and all acts, which they, in their discretion, deem necessary or appropriate to effect the direct placement of such 2014 Certificates.

Section 7. City Representative. The City Manager, the Deputy City Manager, the Chief Financial Officer, the City Treasurer and the City Debt Manager are hereby designated as the City's representatives to act on behalf of the City in connection with the transaction contemplated by the Instruments and the Official Statement, and each is authorized to proceed with the financing of the Projects in accordance with the Instruments and to seek opinions as a matter of law from the City

Attorney, which City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The City's representatives or designees are in all respects authorized, individually and collectively, on behalf of the City to supply all information pertaining to the City as purchaser under the Contract for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The City Manager, the Deputy City Manager, the Chief Financial Officer, the City Treasurer, the City Debt Manager and the City Clerk or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 8. Financing Team. The Financing Team (including any financial institution selected by the Chief Financial Officer in accordance with Section 6 above) for the 2014 Certificates is hereby approved.

Section 9. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

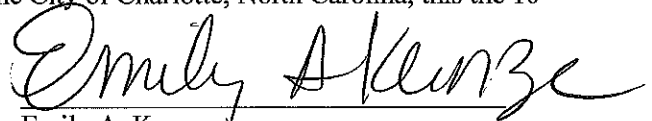
Section 10 Repealer. All motions, orders, resolutions and parts thereof in conflict with this Resolution are hereby repealed.

Section 11. Effective Date. This Resolution is effective on the date of its adoption.

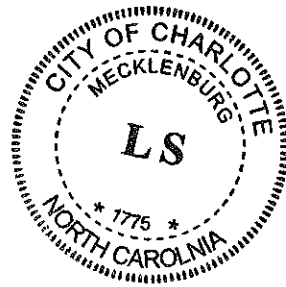
STATE OF NORTH CAROLINA)
)
CITY OF CHARLOTTE) ss:

I, EMILY A. KUNZE, Deputy City Clerk of City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution entitled “**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING CONTRACT TO PROVIDE FOR THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT AND THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF CERTAIN PROJECTS SET FORTH THEREIN**” adopted by City Council of the City of Charlotte, North Carolina, at a meeting held on the 10th day of February, 2014. The reference having been made in Minute Book 136 and recorded in full in Resolution Book 45, Pages 42-52.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 10th day of February, 2014.



Emily A. Kunze
Deputy City Clerk
City of Charlotte, North Carolina



Facilities

911 Communications Center	\$5,500,000
Westover Division Police Station	\$4,500,000
Bojangles/Ovens Area Development	\$7,000,000
	<u>\$17,000,000</u>

TOTAL FACILITIES \$17,000,000

Equipment

Department	Description of Current Vehicle to be Replaced			Vehicle ID#		Replacement Vehicle	Per Unit \$	No. Units	Total \$
	Year	Make	Model	ID Number	New/Repl				
CMPD	Marked Vehicle Replacement					Comparable	\$30,000	158	\$4,740,000
							Total Marked Vehicle	158	\$4,740,000
CMPD	2005	CHEVROLET	G-2500	ACB049	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2006	CHEVROLET	G-2500	ACB054	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2003	FORD	EXPEDITION	PDA4021	Repl	Comparable	\$35,000	1	\$35,000
CMPD	2002	FORD	TAURUS	PDA5048T	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2004	CHEVROLET	IMPALA	PDA5145	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2005	CHEVROLET	IMPALA	PDA5170	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2006	CHEVROLET	IMPALA	PDA5208	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5257	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5260	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2005	CHEVROLET	G-2500	ACB047	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2005	CHEVROLET	G-2500	ACB050S	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2007	FORD	EXPLORER	PDA055	Repl	Comparable	\$27,000	1	\$27,000
CMPD	2000	FORD	TAURUS	PDA300	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2004	CHEVROLET	IMPALA	PDA5133	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2004	CHEVROLET	IMPALA	PDA5137	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2005	CHEVROLET	IMPALA	PDA5163	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2007	CHEVROLET	IMPALA	PDA5224	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5268	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2009	CHEVROLET	MALIBU	PDA5329S	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2002	CHEVROLET	G-3500	PDB128	Repl	Comparable	\$29,000	1	\$29,000
CMPD	2003	CHEVROLET	G-3500	PDB135	Repl	Comparable	\$29,000	1	\$29,000
CMPD	1993	FORD	E-350	PDB502	Repl	Comparable	\$29,000	1	\$29,000
CMPD	2002	FORD	F-250 C/C	PDU217	Repl	Comparable	\$37,000	1	\$37,000
CMPD	2006	CHEVROLET	G-2500	ACB055	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2007	CHEVROLET	G-2500	ACB058	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2004	FORD	EXPLORER	PDA130	Repl	Comparable	\$27,000	1	\$27,000
CMPD	2002	FORD	TAURUS	PDA5045T	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2006	TOYOTA	PRIUS HYBRID	PDA5176	Repl	Comparable	\$23,000	1	\$23,000
CMPD	2006	CHEVROLET	MALIBU	PDA5177	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2006	CHEVROLET	MALIBU	PDA5180	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2006	CHEVROLET	MALIBU	PDA5182	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2006	CHEVROLET	IMPALA	PDA5199	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2007	CHEVROLET	MALIBU	PDA5245	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2008	CHEVROLET	IMPALA	PDA5255	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5271	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5281	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	MALIBU	PDA5287	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2005	FORD	E-350	PDB511	Repl	Comparable	\$29,000	1	\$29,000
CMPD	1993	CHEVROLET	C-3500	SPU803	Repl	Comparable	\$39,000	1	\$39,000
CMPD	2005	CHEVROLET	G-2500	ACB051	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2006	CHEVROLET	G-2500	ACB052	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2008	CHEVROLET	G-2500	ACB063	Repl	Comparable	\$39,500	1	\$39,500
CMPD	2002	FORD	TAURUS	PDA5053	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2003	FORD	TAURUS	PDA5076T	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2003	FORD	TAURUS	PDA5080	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2003	FORD	TAURUS	PDA5086	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2004	CHEVROLET	IMPALA	PDA5129	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2006	CHEVROLET	MALIBU	PDA5183	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2006	CHEVROLET	MALIBU	PDA5184	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2007	CHEVROLET	MALIBU	PDA5219	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2007	CHEVROLET	IMPALA	PDA5238	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2007	CHEVROLET	MALIBU	PDA5244	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2008	CHEVROLET	IMPALA	PDA5258	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5267	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5270	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2008	CHEVROLET	IMPALA	PDA5292	Repl	Comparable	\$22,500	1	\$22,500
CMPD	2009	CHEVROLET	MALIBU	PDA5320	Repl	Comparable	\$22,000	1	\$22,000
CMPD	2008	FORD	CROWN VICTORIA	PDA855	Repl	Comparable	\$30,000	1	\$30,000
TOTAL POLICE UNMARKED VEHICLES								58	\$1,535,500
TOTAL POLICE VEHICLES								216	\$6,275,500
FIRE			FIRE APPARATUS			Comparable	\$526,991	8	\$4,215,928
FIRE			Ladder		Repl	Comparable	\$819,385	2	\$1,638,770
FIRE	2002	FORD	TAURUS	FDA077	Repl	Comparable	\$22,000	1	\$22,000
FIRE	2002	FORD	TAURUS	FDA076	Repl	F-150 4-door, short bed	\$25,000	1	\$25,000
FIRE	1996	FORD	UTILITY 4	F70649	Repl	Comparable	\$40,000	1	\$40,000

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FIRE	2003	FORD	CROWN VICTORIA	FDA083	Repl	Suburban, 4WD	\$43,000	1	\$43,000
FIRE	2005	FORD	TAURUS	FDA157	Repl	Comparable	\$22,000	1	\$22,000
FIRE	2004	FORD	TAURUS	FDA151	Repl	Comparable	\$22,000	1	\$22,000
FIRE	2002	FORD	E-350	FDB071	Repl	1/2 ton crew cab 4x4	\$35,000	1	\$35,000
FIRE	2006	FORD	CROWN VICTORIA	FDA167	Repl	Comparable	\$30,000	1	\$30,000
FIRE	2007	FORD	CROWN VICTORIA	FDA173	Repl	Comparable	\$30,000	1	\$30,000
FIRE	2004	CHEVROLET	K-2500 C/C	FDU097	Repl	Comparable	\$30,000	1	\$30,000
FIRE	2005	CHEVROLET	K-3500 C/C	FDU103	Repl	Comparable	\$30,000	1	\$30,000
							TOTAL FIRE VEHICLES	21	\$6,183,698
SWS	2004	FREIGHTLINER	FC80	SS5276	Repl	Comparable	\$205,000	1	\$205,000
SWS	2001	FREIGHTLINER	FL80	SS1457	Repl	Comparable	\$135,000	1	\$135,000
SWS	2007	FREIGHTLINER	CONDOR	SNP125	Repl	Comparable	\$297,587	1	\$297,587
SWS	2007	FREIGHTLINER	CONDOR	SNP127	Repl	Comparable	\$297,587	1	\$297,587
SWS	2007	FREIGHTLINER	CONDOR	SNP128	Repl	Comparable	\$297,587	1	\$297,587
SWS	2005	FREIGHTLINER	M2106	SNP631	Repl	Comparable	\$212,391	1	\$212,391
SWS	2005	FREIGHTLINER	M2106	SNP632	Repl	Comparable	\$212,391	1	\$212,391
SWS	1992	Ford	CT8000	SNP343	Repl	Comparable	\$212,391	1	\$212,391
SWS	2005	FREIGHTLINER	M2106	SNP636	Repl	Comparable	\$212,391	1	\$212,391
SWS	2005	FREIGHTLINER	M2106	SNP637	Repl	Comparable	\$212,391	1	\$212,391
SWS	2002	FORD	F-150	SSU036	Repl	Comparable	\$22,000	1	\$22,000
SWS	1999	INTERNATIONAL	4700	SSD462	Repl	3 crew cab trucks	\$24,850	3	\$74,550
SWS	1999	INTERNATIONAL	4700	SSD466	Repl	2 crew cab trucks	\$24,850	2	\$49,700
SWS	2007	FREIGHTLINER	CONDOR	SNP124	Repl	Comparable	\$258,000	1	\$258,000
SWS	2007	FREIGHTLINER	CONDOR	SNP125	Repl	Comparable	\$258,000	1	\$258,000
SWS	2008	FREIGHTLINER	CONDOR	SNP660	Repl	Comparable	\$258,000	1	\$258,000
SWS	2007	AMERICAN LAFRAN	CONDOR(ALF)	SNP700CT	Repl	Comparable	\$258,000	1	\$258,000
SWS	2005	FREIGHTLINER	M2106	SNP633	Repl	Comparable	\$220,000	1	\$220,000
SWS	2006	FREIGHTLINER	M2106	SNP649	Repl	Comparable	\$220,000	1	\$220,000
SWS	2005	FORD	F-150	SNU065	Repl	Comparable	\$22,000	1	\$22,000
SWS	2006	FREIGHTLINER	M2106	SNP648	Repl	Comparable	\$220,000	1	\$220,000
SWS	2005	FREIGHTLINER	M2106	SNP635	Repl	Comparable	\$220,000	1	\$220,000
							TOTAL SOLID WASTE SERVICES VEHICLES	25	\$4,374,967
CDOT SMD	2001	MEYER	NO	SMP124	Repl	Comparable	\$13,500	1	\$13,500
CDOT SMD	2001	FREIGHTLINER	FL80	SMD451	Repl	Comparable	\$145,000	1	\$145,000
CDOT SMD	2005	MULTIQUIP	V304EH	SMR531	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2005	MULTIQUIP	V304EH	SMR532	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2006	MULTIQUIP	V304EH	SMR533	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2001	FORD	F-350 C/C	SMU165	Repl	Comparable	\$51,000	1	\$51,000
CDOT SMD	2003	FREIGHTLINER	FL80	SMI296	Repl	Comparable	\$180,000	1	\$180,000
CDOT SMD	2001	MULTIQUIP	V304EY	SMR791	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2002	HI-WAY	E-2020XT-11	SMS5341	Repl	Comparable	\$24,000	1	\$24,000
CDOT SMD	2000	FORD	F-350 C/C	SMU185	Repl	Comparable	\$51,000	1	\$51,000
CDOT SMD	2000	FREIGHTLINER	FL80	SMD478	Repl	Comparable	\$145,000	1	\$145,000
CDOT SMD	1991	MEYER	NO	SMP364	Repl	Comparable	\$13,500	1	\$13,500
CDOT SMD	1996	FLINK SPRE	11'LMC5H	SMS524	Repl	Comparable	\$24,000	1	\$24,000
CDOT SMD	2001	FREIGHTLINER	FL80	SMD428	Repl	Comparable	\$145,000	1	\$145,000
CDOT SMD	1996	FLINK SPRE	11'LMC5H	SMS5261	Repl	Comparable	\$24,000	1	\$24,000
CDOT SMD	2005	MULTIQUIP	V304EH	SMR528	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2005	MULTIQUIP	V304EH	SMR530	Repl	Comparable	\$10,200	1	\$10,200
CDOT SMD	2001	GRADALL	XL4100	SME612	Repl	Comparable	\$356,000	1	\$356,000
CDOT SMD	1990	CATERPILLAR	12G	SMG616	Repl	Comparable	\$225,000	1	\$225,000
CDOT SMD	2006	INTERNATIONAL	4400	SMJ299	Repl	Comparable	\$180,000	1	\$180,000
CDOT SMD	2006	FORD	ESCAPE HYBRID	SMA105	Repl	Comparable	\$29,973	1	\$29,973
CDOT SMD	2001	CHEVROLET	C-1500	SMU186	Repl	Comparable	\$28,000	1	\$28,000
							TOTAL POWELL BILL VEHICLES	22	\$1,696,173
CDOT	2001	FORD	F-250	TSJ102	Repl	Comparable	\$24,000	1	\$24,000
CDOT	1997	FORD	F-250	TOI476	Repl	Comparable	\$24,000	1	\$24,000
CDOT	1995	CHEVROLET	CAVALIER	TEA026	Repl	Comparable	\$14,000	1	\$14,000
CDOT	2000	FORD	TAURUS	TEA103	Repl	Comparable	\$22,000	1	\$22,000
CDOT	1987	BUTLER	HWSC-5	TOY820	Repl	Comparable	\$9,995	1	\$9,995
CDOT	1999	CHEVROLET	ASTRO	TSB020	Repl	Comparable	\$18,000	1	\$18,000
CDOT	2000	FORD	TAURUS SW	DTA027	Repl	Comparable	\$25,000	1	\$25,000
CDOT	1999	FORD	RANGER	TEU001	Repl	Comparable	\$18,000	1	\$18,000
CDOT	1999	FORD	RANGER	TEU004	Repl	Comparable	\$18,000	1	\$18,000
CDOT	1991	CHEVROLET	C-1500	TOU037	Repl	Comparable	\$23,005	1	\$23,005
							TOTAL CDOT VEHICLES	10	\$196,000.00
EPM	2006	HONDA	CIVIC HYBRID	LMA153	Repl	Comparable	\$26,000	1	\$26,000
EPM	2001	NEW HOLLAND	TS100	LMT545	Repl	Comparable	\$67,000	1	\$67,000
EPM	2001	FORD	F-150	LMU457	Repl	Comparable	\$25,000	1	\$25,000
EPM	1971	SUPERVAC	C-108HPY	LMV907	Repl	Comparable	\$15,000	1	\$15,000
EPM	2003	BANDIT	200T	LMZ958	Repl	Comparable	\$28,500	1	\$28,500
EPM	1999	NEW HOLLAND	TS110	LMT544	Repl	Comparable	\$80,000	1	\$80,000
EPM	2005	FORD	F-250	LMU468	Repl	Comparable	\$39,000	1	\$39,000
EPM	2002	NEW HOLLAND	TS100	LMT657	Repl	Comparable	\$80,000	1	\$80,000
EPM	2002	NEW HOLLAND	TS100	LMT658	Repl	Comparable	\$80,000	1	\$80,000
EPM	2002	FORD	TAURUS	BMA854	Repl	Comparable	\$22,000	1	\$22,000
EPM	2000	FORD	RANGER	BMU114	Repl	Comparable	\$22,000	1	\$22,000
EPM	1999	G.M.C.	SUBURBAN (GMC)	EDA154	Repl	Comparable	\$40,000	1	\$40,000
EPM	1999	G.M.C.	SUBURBAN (GMC)	EDA153	Repl	Comparable	\$40,000	1	\$40,000
							TOTAL ENG & PPTY MANAGEMENT VEHICLES	13	\$564,500
N&BS	2001	CHEVROLET	C-1500	NDU009	Repl	Comparable	\$22,000	1	\$22,000

N&BS	2002	FORD	TAURUS	NDA068	Repl	Ford F-150 Short Bed	\$19,000	1	\$19,000
N&BS	1997	FORD	ESCORT SW	NDA078	Repl	Ford F-150	\$22,000	1	\$22,000
N&BS	2005	FORD	F-150	NDU005	Repl	Comparable	\$22,000	1	\$22,000
N&BS	2002	CHEVROLET	C-1500	NDU010	Repl	Comparable	\$22,000	1	\$22,000
N&BS	1999	CHEVROLET	BLAZER	NDA080	Repl	Comparable	\$26,000	1	\$26,000
							TOTAL NEIGHBORHOOD DEV VEHICLES	6	\$133,000
Shared Services	2000	FORD	F-150	EMU055	Repl	Comparable	\$25,000	1	\$25,000
							TOTAL BSS EQUIP MGT DIVISION VEHICLES	1	\$25,000
Utilities	1998	FORD	EXPLORER	UAA020	Repl	Comparable	\$30,000	1	\$30,000
Utilities	2003	FORD	F-150	UCU263	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU275	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU296	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2005	FORD	F-150	UCU500	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2005	FORD	F-150	UCU502	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2005	FORD	F-150	UCU503	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2003	FORD	TAURUS	UAA031	Repl	Explorer or Comparable	\$22,000	1	\$22,000
Utilities	2002	CHEVROLET	C-3500	UCI210	Repl	F-450 or comparable	\$56,000	1	\$56,000
Utilities	2003	FORD	F-150	UCU272	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU274	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU276	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU279	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU282	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2004	FORD	F-150	UCU297	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2002	FREIGHTLINER	FL70	UDD203	Repl	Comparable	\$92,000	1	\$92,000
Utilities	1999	FORD	555CP2	UDH618	Repl	Comparable	\$83,000	1	\$83,000
Utilities	2001	FORD	555CP2	UDH621	Repl	Mini-excavator	\$83,000	1	\$83,000
Utilities	2001	INTERNATIONAL	4700	UDJ835T	Repl	Comparable	\$103,500	1	\$103,500
Utilities	2005	FORD	F-150	UDU597	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2002	FORD	TAURUS	USA027	Repl	Explorer or Comparable	\$30,000	1	\$30,000
Utilities	2002	FORD	TAURUS	USA028	Repl	Explorer or Comparable	\$30,000	1	\$30,000
Utilities	2000	FORD	F-350 C/C	USJ867	Repl	Comparable	\$56,000	1	\$56,000
Utilities	2001	JOHN DEERE	4610	UST856	Repl	Comparable	\$67,000	1	\$67,000
Utilities	2005	FORD	F-150	USU211	Repl	Comparable	\$25,000	1	\$25,000
Utilities	1999	JETWAY	JAI-600R	USV884	Repl	Comparable	\$50,000	1	\$50,000
Utilities	2003	FORD	F-150	UWU054	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2005	FORD	F-150	UWU059	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2009	FORD	ESCAPE	UCA080	Repl	Comparable	\$30,000	1	\$30,000
Utilities	2002	FREIGHTLINER	FL70	UDD204	Repl	Comparable	\$92,000	1	\$92,000
Utilities	2003	FREIGHTLINER	M2106	UDD316	Repl	Comparable	\$92,000	1	\$92,000
Utilities	2004	FREIGHTLINER	M2106	UDD321T	Repl	Tandem-axle	\$125,000	1	\$125,000
Utilities	2004	FREIGHTLINER	M2106	UDD323	Repl	Comparable	\$92,000	1	\$92,000
Utilities	1998	FORD	555E	UDH617	Repl	Mini-excavator	\$83,000	1	\$83,000
Utilities	1989	FORD	FT900	UDJ819	Repl	Comparable	\$225,000	1	\$225,000
Utilities	2005	FORD	F-450	UDJ851	Repl	Comparable	\$56,000	1	\$56,000
Utilities	2005	FORD	F-450	UDJ852	Repl	Comparable	\$56,000	1	\$56,000
Utilities	1999	HUDSON	HTD18D	UDY928	Repl	Comparable	\$16,000	1	\$16,000
Utilities	2000	FORD	RANGER	UEU412	Repl	Comparable	\$18,000	1	\$18,000
Utilities	2001	FORD	RANGER	UEU422	Repl	Comparable	\$18,000	1	\$18,000
Utilities	2008	FORD	F-550	USJ710	Repl	Comparable	\$71,000	1	\$71,000
Utilities	2000	CHEVROLET	K-3500 C/C	USJ872	Repl	F-450 or comparable	\$56,000	1	\$56,000
Utilities	2002	FREIGHTLINER	FL60	USJ874	Repl	Comparable	\$150,000	1	\$150,000
Utilities	2005	CHEVROLET	K-2500	USJ881	Repl	Comparable	\$24,000	1	\$24,000
Utilities	2004	FORD	F-150 EXT	USU208	Repl	Comparable	\$27,000	1	\$27,000
Utilities	2006	CHEVROLET	K-1500 EXT	USU603	Repl	Comparable	\$27,000	1	\$27,000
Utilities	2006	FORD	ESCAPE HYBRID	UWA028	Repl	Comparable	\$29,973	1	\$29,973
Utilities	1981	N/A	N/A	UWT593	Repl	Comparable	\$67,000	1	\$67,000
Utilities	2003	FORD	F-150	UWU049	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2000	FORD	RANGER	UWU110	Repl	Comparable	\$25,000	1	\$25,000
Utilities	2005	CHEVROLET	BLAZER	UAA033SM	Repl	Comparable	\$30,000	1	\$30,000
Utilities	1996	FORD	AEROSTAR	UAB023N	Repl	3/4 ton cargo van	\$30,000	1	\$30,000
Utilities	1990	CHEVROLET	C-3500	UFJ506N	Repl	F-550 or comparable	\$75,000	1	\$75,000
Utilities	1999	FORD	F-150	UFU028N	Repl	Comparable	\$25,000	1	\$25,000
Utilities	1983	SULLIVAN	DO185Q4	UFC900N	Repl	Comparable	\$20,000	1	\$20,000
Utilities	1991	MASSEY FERGUSON	1433V	UFT504	Repl	Comparable	\$67,000	1	\$67,000
Utilities			Slope Mower Addition to fleet	Kut-Kwik	Repl	Comparable	\$67,000	1	\$67,000
Utilities	2001	INTERNATIONAL	4700	UDJ833	Repl	Comparable	\$103,000	1	\$103,000
Utilities	1992	HUDSON	HSE16	UDY579	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1993	HUDSON	HSE16	UDY581	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1998	HUDSON	HTD18D	UDY929	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1998	HUDSON	HTD18D	UDY930	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1997	HUDSON	HTD18D	UDY931	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1999	HUDSON	HTD18D	UDY932	Repl	Comparable	\$16,000	1	\$16,000
Utilities	2000	HUDSON	HTD18D	UDY934	Repl	Comparable	\$16,000	1	\$16,000
Utilities	1999	HUDSON	HTD18D	UDY935	Repl	Comparable	\$16,000	1	\$16,000
Utilities	2002	FREIGHTLINER	FL80	USJ877	Repl	Combination truck	\$303,000	1	\$303,000
Utilities	2005	STERLING	LT7500	USJ879	Repl	Combination truck	\$303,000	1	\$303,000
Utilities					New	24 Turbidimeters	\$43,200	1	\$43,200
Utilities					New	Passive Leak Detection	\$25,000	1	\$25,000
Utilities					New	Active Leak Detection	\$28,000	1	\$28,000
Utilities					New	Acoustic Sewer Blockage Device	\$237,600	1	\$237,600
Utilities					New	Particle counters	\$38,400	1	\$38,400
Utilities					New	IC-CPMS Lab Equipment	\$230,000	1	\$230,000
Utilities					New	Horizon SPE System Lab Equipment	\$40,790	1	\$40,790
							TOTAL UTILITIES VEHICLES	75	\$4,301,463

TOTAL TECHNOLOGY EQUIPMENT	\$2,200,000
TOTAL GEN EQUIP	\$17,752,665
TOTAL POWELL BILL	\$1,696,173
TOTAL UTILITIES VEHICLES	\$4,301,463
TOTAL TECHNOLOGY EQUIPMENT	\$2,200,000
TOTAL EQUIPMENT	\$25,950,301

TOTAL FACILITIES & EQUIPMENT	\$42,950,301
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RESOLUTION OF THE
CHARLOTTE CITY COUNCIL
CREATING AN INTER-AGENCY TASK FORCE
TO MAXIMIZE IMMIGRANTS' ECONOMIC AND CIVIC CONTRIBUTIONS
TO THE CITY OF CHARLOTTE

WHEREAS, the foreign-born population in the Charlotte metropolitan area increased from 23,000 to 173,000 residents from 1990 to 2011, with immigrants of all skill levels being active participants in Charlotte's economy; and

WHEREAS, a May 30, 2013, roundtable meeting organized by Americas Society/Council of the Americas among leaders from the public and private sectors and civil society added new momentum and urgency to the role that the City of Charlotte can play in providing the framework for its immigrant populations to maximize their roles in expanding the local economy and enriching civic life; and

WHEREAS, the Charlotte community and other cities represented at the May 30 roundtable recognized that the challenges immigrants face in integrating in our education system, neighborhoods, industries, and businesses affects Charlotte's potential for job creation and that the City of Charlotte and its business community should work to address these challenges in order for Charlotte to continue its trajectory as a globally competitive city; and

NOW THEREFORE, BE IT RESOLVED by the Charlotte City Council that the City of Charlotte will prioritize steps to facilitate immigrants' ability to contribute to the community through the creation of an inter-agency task force with a mandate to examine and recommend best practices in immigrant integration and educate the community of the economic and social benefits of its growing immigrant populations. The Immigrant Integration Task Force shall have such powers and duties set forth in this Resolution.

BE IT FURTHER RESOLVED that:


- (1) The Immigrant Integration Task Force shall consist of up to 29 members, all of whom shall serve without compensation. Mayor Patsy Kinsey shall appoint up to seven (7) members that represent certain areas of specialized expertise, Mayor Patrick Cannon shall appoint up to four (4) at large members, and the City Council shall appoint the remaining members after receiving nominations from community agencies as outlined in the attached Framework for Task Force Appointments (Exhibit A). Mayor Kinsey will select a Chair and Vice-Chair from the members appointed. Upon his or her selection, the Chair of the Task Force shall call an organizational meeting.
- (2) The work of the Immigrant Integration Task Force shall be sponsored by the Charlotte International Cabinet, Neighborhood & Business Services, and may receive additional amounts of private funds as required to complete its work.
- (3) The Immigrant Integration Task Force is hereby charged and authorized as follows:
 - a. To review the recommendations by the Mayor's Immigration Study Commission, published in 2007, in order to leverage previous research and conclusions;

- b. To research and recommend policies—including those from other new immigrant gateway cities—that facilitate access to city services for all residents of Charlotte, including its immigrant populations, while addressing gaps in civic engagement;
 - c. To prepare a report with recommendations to the Charlotte City Council that promote awareness among the public of the availability of existing programs and services facilitating immigrant integration;
 - d. To seek opportunities to better educate the overall Charlotte community on how embracing immigrant communities will help to move the city forward.
- (4) The Immigrant Integration Task Force shall deliver its findings and recommendations to the City Council within one year of their first meeting.
- (5) Upon delivery of its findings and recommendations, the Task Force will work in coordination with Charlotte City Council to promote initiatives that facilitate immigrant integration. The May 30 AS/COA roundtable highlighted some of the ways in which to facilitate immigrant integration:
- a. Financial Inclusion: Promote citywide efforts that teach financial literacy and raise awareness of the importance of entering the formal financial system in order to build savings and credit.
 - b. Education: Support digital inclusion programs that facilitate increased access to technology in immigrant communities.
 - c. Civic Integration: Encourage immigrants to join boards and commissions to improve civic engagement and representation.
 - d. Public Safety: Establish a hotline supported by a local, trusted non-profit organization that immigrants can trust to report crimes. Improve trust and dialogue between immigrants and the police department through designated police programs that engage and outreach with immigrant communities.
 - e. Collaboration: Form and maintain direct ties with immigrant communities and community-based organizations to ensure a steady flow of communication.
 - f. Celebrate Diversity: Partner with community organizations which organize celebrations (festivals, street fairs, etc.) that expose the greater Charlotte community to the contributions and diversity of the city's immigrant populations.
- (6) The Immigrant Integration Task Force shall meet quarterly to assess progress on its recommendations and to ensure that city services and public-private partnerships toward immigrant integration are being effectively implemented. Task Force meetings shall periodically invite public comments and participation.

ADOPTED by the Charlotte City Council on the 25th day of November, 2013.

AMENDED by the Charlotte City Council on the 10th day of February, 2014.

APPROVED AS TO FORM:


City Attorney

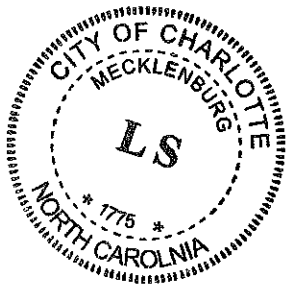

City Clerk

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 10th day of February, 2014 the reference having been made in Minute Book____, and recorded in full in Resolution Book 136, Page(s) 53-55.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.


Emily A. Kunze, Deputy City Clerk



- The 18 individuals recommended by community partners to serve as members of the Task Force are identified in the table below:

Community Partner Organization	Recommended Appointee
Latin American Coalition	Lacey Williams Advocacy Director
Southeast Asian Coalition	Thanh-Thu Luong Director of Programs
Charlotte Chamber of Commerce	Will be provided by February 10 Charlotte Chamber Member ***
International House	Jennifer Watson Roberts Board President
Charlotte International Cabinet	Dr. John Chen, Chairman Carolinas Asian American Chamber of Commerce
Charlotte Mecklenburg Schools – Administrator	Jennifer Lupold Pearsall ESL Student Education Director
Charlotte Mecklenburg Schools – Teacher	Maria De Luca English Language Learner Resource Teacher
Mecklenburg County Health Department	Amy Michelone Environmental Supervisor, Food & Facilities Sanitation
Mecklenburg County Sheriff's Office	Kim Vazquez Inmate Specialist III/Reentry
Mecklenburg County Department of Social Services	Audrea Caesar Civil Rights Compliance Officer
Charlotte-Mecklenburg Community Relations Committee	Tin Nguyen Committee Member and Founding Partner of Central Law Group, PLLC
Charlotte-Mecklenburg Police Department – Administrator	Major Diego Anselmo Northeast Service Area
Charlotte-Mecklenburg Police Department – Officer	Officer Daniel Hernandez Independence Division
Central Piedmont Community College	Marianne Lyall-Knusel Sr. Program Coordinator of Adult ESL
City of Charlotte – Code Enforcement	James "Curt" White Northeast Service Area Team Leader
Office of the Consul General of Mexico	Monica Colin Consul for Community, Political & Economic Affairs
Mecklenburg Ministries	Sam Wazan Former Mecklenburg Ministries Member, Public Speaker and Author
United Way of the Central Carolinas	Victoria Manning Community Investment Director

- The Task Force will deliver its findings and recommendations to the City Council within one year of its first meeting, expected to occur in February 2014.

*** The Chamber of Commerce has recommended Will Russell, Project Manager at Rodgers Builders.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON FEBRUARY 10, 2014**

A motion was made by Councilmember Barnes and seconded by Councilmember Kinsey 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 (NCDOT) will allow the City accept a Congestion Mitigation and Air Quality Grant in the amount of \$750,000; and,

WHEREAS, the City of Charlotte is committed becoming a more "walkable" community as part of an overall strategy for advancing a balanced transportation system that accommodates motorists, transit users, pedestrians, and bicyclists; and

WHEREAS, the format and cost sharing philosophy is consistent with past Municipal Agreements; and,

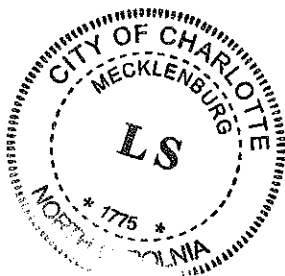
NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Director of the Charlotte Department of Transportation (Transportation) to execute a municipal agreement with the NCDOT for, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the 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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s) 56.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.


Emily A. Kunze, Deputy City Clerk



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON FEBRUARY 10, 2014**

A motion was made by Councilmember Barnes and seconded by
Councilmember Kinsey 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 (NCDOT) will allow the City accept a Congestion Mitigation and Air Quality Grant
in the amount of \$1,386,000; and,

WHEREAS, the City of Charlotte is committed becoming a more "walkable" community as part
of an overall strategy for advancing a balanced transportation system that accommodates
motorists, transit users, pedestrians, and bicyclists; and

WHEREAS, the format and cost sharing philosophy is consistent with past Municipal
Agreements.

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Director of the
Charlotte Department of Transportation (Transportation) to execute a municipal agreement with
the NCDOT for, 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 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 10th day of February, 2014 the reference
having been made in Minute Book 136, and recorded in full in Resolution Book
45, Page(s) 57.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina,
this 10th day of February, 2014.


Emily A. Kunze, Deputy City Clerk

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF CHARLOTTE AND THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

WHEREAS, in order to accommodate certain public improvements for the Rocky River Road West Project ("Project"), the City of Charlotte ("City") intends to enter into an interlocal agreement with the Charlotte-Mecklenburg Board of Education (the School Board), a corporate body existing under the laws of the state of North Carolina. The School Board is currently planning to construct a new elementary school in the vicinity of the proposed Project area; and

WHEREAS, the roadway improvements that the School Board is required to make for its school construction will be ready ahead of when the City would design and construct its Project, and if the School Board makes its roadway improvements first, as currently scheduled, the City would be forced to remove such School Board improvements before making its own Project improvements resulting in a waste of the School Board's investment. Accordingly, the City has requested to reimburse the School Board, through an interlocal agreement, for the preliminary design services for the City portion of improvements along with the design work for the new school improvements. Such a joint exercise will minimize disruption to the public, students, the local community and businesses in the area and would achieve cost savings to the City and the School Board by avoiding the need for separate preliminary design service agreements at a later date for the City Project; and

WHEREAS, through the interlocal agreement, the City proposes to reimburse the School Board an amount not to exceed One Hundred and Thirty-Five Thousand Dollars (\$135,000) in compensation for preliminary design services for the City's portion of road improvements; and

WHEREAS, the City Council of the City of Charlotte has determined that the reimbursement of funds to the School Board will expedite the design of the Project, be more practicable and less costly for the realignment necessitated by both projects, improves efficiency, and minimize inconvenience to the taxpaying public; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to Section 8-124 of the City of Charlotte Charter, that it hereby authorizes the City to enter into an interlocal agreement with the School Board as follows:

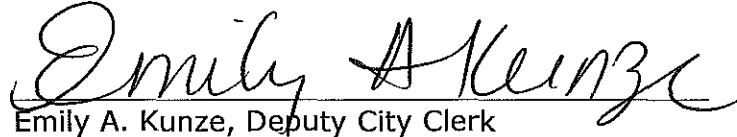
The City will reimburse the School Board up to \$135,000 for preliminary design services for the Project. The City Manager or said Designee is authorized to negotiate the terms and execute an interlocal agreement and any subsequent amendments necessary to complete the design of the Project in accordance with this resolution.

THIS THE 10TH DAY OF February, 2014.

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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s) 58-137.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.


Emily A. Kunze, Deputy City Clerk



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

INTERLOCAL AGREEMENT

This Agreement for Pre-development Cooperation (“the Agreement”), entered into as of this 10th day of February, 2014, by and between the **CITY OF CHARLOTTE**, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City”), and **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**, a corporate body formed and existing in accordance with Article 5 of Chapter 115C of the General Statutes of North Carolina (“CMBE”).

Background and Purpose

City has a planned road improvement project for Rocky River Road which includes road widening, addition of curb and gutter, bicycle lanes, planting strips, sidewalks, and street trees, as well as required drainage improvements and utility modifications along portions of Rocky River Road West in Charlotte, North Carolina as generally described in a concept report entitled Rocky River Road West Streetscape and dated August 17, 2012, attached hereto and incorporated herein as Exhibit A (the “City Road Project”).

CMBE owns property located at 431 Rocky River Road, Mecklenburg County Tax Parcel Nos. 049-231-03 and 049-231-51 (the “CMBE Property”) and plans to build a new elementary school at this location (the “New Elementary School”);

City ordinances require CMBE to make certain road improvements to Rocky River Road in connection with the development of the New Elementary School (exact scope of work to comply is not yet determined, but requirements are known to include new left turn lanes, new curb and gutter, drainage infrastructure to support new work, sidewalks, and planting strips) (the “CMBE Baseline Road Improvements”).

City and CMBE desire to coordinate their respective projects so money is not wasted, citizens are not unduly inconvenienced, and the CMBE Baseline Road Improvements are not removed when the City Road Project is constructed.

The first step to coordinate these planned projects is to have an integrated, single design for the City Road Project and the CMBE Baseline Road Improvements, such that the City Road Project incorporates the CMBE Baseline Road Improvements.

The parties also acknowledge their intention to equitably share the costs of this joint effort, with CMBE’s equitable share of the cost being the cost of the CMBE Baseline Road Improvements and the City’s equitable share of cost being the difference between the total cost of the City Road Project and the cost of CMBE Baseline Road Improvements alone. The City and CMBE also acknowledge that they anticipate - but are not yet certain since preliminary design work has not been completed - that the scope of road improvements along the CMBE

Property that will be desired in order to be consistent with the City Road Project will be more extensive and will marginally increase the cost of the CMBE Baseline Road Improvements, such enhanced scope referred to herein as the "CMBE Enhanced Road Improvements" (and, if City and CMBE subsequently agree to have the CMBE Enhanced Road Improvements constructed, that the City will be responsible for any cost differential between the CMBE Baseline Road Improvements and the CMBE Enhanced Road Improvements).

The purpose of this Agreement is to memorialize the parties' agreement regarding the first phase of this design work and subsequent steps that may be taken after the preliminary design is completed. Depending on the results of the preliminary design work, the parties may enter into subsequent agreements regarding (i) the final design and (ii) construction of their respective improvements consistent with the terms of this Agreement.

Accordingly, City and CMBE agree as follows:

Agreement

1. Joint Design.

- a. CMBE to Amend Contract with Its Architect. Because CMBE already has an architect under contract, CMBE will amend its contract with its architect to complete a preliminary design of the City Road Project, inclusive of CMBE Enhanced Road Improvements. Results of the preliminary design effort must be sufficient to determine agreeable horizontal and vertical alignments of the Project from the intersection of Rocky River Road with North Tryon Street to a point on Rocky River Road that is approximately at the intersection of Rocky River Road and Batavia Lane ("Project Area"). The scope of services for preliminary design is described on Exhibit B attached hereto and incorporated herein by reference (the "Scope of Services").
- b. Changes in Preliminary Design. The parties may mutually agree to add additional design services. Payment for any such additional services shall be the responsibility of the party seeking the additional service. If the service applies to and benefits both parties, payment for the additional services shall be allocated between the parties pursuant to a formula mutually agreed upon by the parties.
- c. Payment Responsibilities of CMBE. CMBE shall be responsible for making all payments to the architect for preliminary design services rendered in connection with the City Road Project. CMBE shall provide to the City detailed invoices for the costs associated solely with preliminary design of the City Road Project. Within seven (7) business days of the receipt of the invoice, CMBE will email a copy of those portions of the invoice to the City for its review and approval. City shall complete its review within seven (7) business days and notify CMBE by email that the invoice is approved or request modifications or clarification.

2. Cost Sharing. The City agrees to reimburse CMBE for funds up to \$135,000 ("City Reimbursement Amount") for the preliminary design for City Road Project in accordance with the Scope of Services. City agrees to pay CMBE the actual costs incurred for paying the architect for the preliminary design of the City Road Project. CMBE shall cause its architect to determine the portion of the cost of the preliminary design work equitably allocated to the City, such amount to be reviewed and approved by both City staff and CMBE staff in advance of commencement of the preliminary design work by the architect. City agrees to pay CMBE within thirty (30) calendar days of submission of all approved invoices.
3. No Negative Schedule Impact to CMBE; No Negative Financial Impact to CMBE. The parties acknowledge and agree that this cooperative effort will not negatively impact the opening of the New Elementary School for the 2015-2016 school year and will not cost CMBE more than it otherwise would spend on the preliminary design of the CMBE Baseline Road Improvements. It is further acknowledged and agreed that it is possible, depending on the time it takes to complete the design of the entire City Road Project and the practicality of the designer being able to design the portion of the Project such that there are CMBE Enhanced Road Improvements that can be constructed separately, that the New Elementary school will open without the City Road Project or any portion thereof (including the CMBE Enhanced Road Improvements or CMBE Baseline Road Improvements) being completed. The City agrees to cooperate and use best efforts to facilitate release of all building and other permits for the New Elementary School and agrees not to withhold or unreasonably delay release of permits due to any incomplete City Road Project or portion thereof (including the CMBE Enhanced Road Improvements or CMBE Baseline Road Improvements) and that the City will cooperate and use best efforts to facilitate release of a certificate of occupancy for the New Elementary School and will not withhold or unreasonably delay its release due to any incomplete City Road Project or portion thereof (including the CMBE Enhanced Road Improvements or CMBE Baseline Road Improvements).
4. Agreed Upon Next Steps. Subsequent Agreement for Final Design and Construction; Remedies if no Subsequent Agreement Reached. Subject to the parties' obligations as stated in paragraph 3, after review and approval of the preliminary design, City and CMBE may enter into at least two subsequent agreements as follows: (i) an agreement for final design of the City Road Project (inclusive of the CMBE Enhanced Road Improvements), and (ii) an agreement for the construction of the City Road Project (inclusive of the CMBE Enhanced Road Improvements). At this time, the City and CMBE are not certain as to the specifics of such future agreements or whether such agreements will be entered into, since, at this time (prior to completion of the preliminary design work contemplated by this Agreement), the City and CMBE do not know whether it is practically feasible to complete the entire City Road Project on budget and within a reasonable schedule. However, the parties agree that the following options appear to be available:

- a. City and CMBE Determine that City Road Project (inclusive of the CMBE Enhanced Road Improvements) is Feasible and Desired to be Constructed as a Single Project.
 - i. CMBE pays City CMBE's pro rata share of the cost of the City Road Project (i.e. the amount of the estimated cost of the CMBE Baseline Road Improvements to be determined as part of this preliminary design work); City builds entire road project; goal is to have work completed before school opening in August 2015, but school can open with or without City having completed its portion; or
 - ii. City pays CMBE the City's pro rata share (amount to be determined as part of this design work); CMBE builds entire project; goal is to have work completed before school opening in August 2015, but school can open with or without CMBE having completed its portion.

- b. City and CMBE determine that the City Road Project should be built in two phases: (i) CMBE Enhanced Road Improvements, and (ii) remainder of City Road Project.
 - i. City pays CMBE the City's pro rata share (the difference between the estimated cost of the CMBE Baseline Road Improvements and the CMBE Enhanced Road Improvements); CMBE builds CMBE Enhanced Road Improvements; goal is to have work completed before school opening in August 2015 but school can open with or without CMBE having completed its portion.

- c. City and CMBE determine that the City Road Project is not feasible.
 - i. CMBE reverts to designing, permitting, and construction the CMBE Baseline Road Improvements all at CMBE expense; goal is to have work completed before school opening in August 2015 but school can open with or without CMBE having completed its portion.

If the City and CMBE, for any reason or no reason at all, do not enter into a subsequent agreement regarding final design and construction of improvements, then CMBE shall proceed with option c.i.

5. Interim Safe Access to New Elementary School. Should at any point the City and CMBE jointly determine that the CMBE Baseline Road Improvements or CMBE Enhanced Road Improvements cannot or should not be completed by the date that CMBE seeks to receive a final certificate of occupancy for the New Elementary School, CMBE shall construct minimum improvements, as shown on the City Approved Land Development Plan LDC-2013-00211 dated , 2014, a copy of which is attached hereto and incorporated herein as Exhibit C.

6. Miscellaneous.

- a. Notices: All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered or faxed with a mailed copy to follow, or mailed in a sealed wrapper and deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the City:

Jim Keenan, PE
City of Charlotte
Engineering & Property Management
600 East Fourth Street
Charlotte, NC 28202
(704)336-4252
Email: jkeenan@charlottenc.gov

If to CMBE:

Mike Higgins
CMS Capital Program Services
3301 Stafford Drive
Charlotte, NC 28208
(704) 201-3406
Email: m.higgins@cms.k12.nc.us

Copy to:

Dennis K. LaCaria
Director, Facilities Planning & Real Estate
(980)343-6880 Ph
(980)722-5728 cell
Email: dennis.lacaria@cms.k12.nc.us

Either party may change its notice address, the City Road Project Manager or CMBE Project Manager, as applicable, by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

- b. No Third Party Rights: This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

- c. Binding Effect: This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
 - d. Applicable Law: This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.
 - e. Severability: The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portion of this Agreement or any part hereof.
 - f. Captions: The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.
 - g. Multiple Originals: This Agreement is executed in multiple originals, one of which is being retained by each of the parties hereto and each of which shall be deemed an original hereof.
7. Compliance with Laws: CMBE shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the project, CMBE is unable to comply with such Regulations, CMBE shall exercise usual and customary care in complying with such conflicting Regulations.

CMBE further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

8. Drug Free Workplace Requirement: CMBE shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:
- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the CMBE workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the CMBE policy of maintaining a

drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify CMBE of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the CMBE drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If CMBE is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

9. Commercial Non-Discrimination Clause: As a condition of entering into this Agreement, CMBE represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, CMBE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subconsultants, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall CMBE retaliate against any person or entity for reporting instances of such discrimination.

CMBE shall provide equal opportunity for subconsultants, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. CMBE understands and agrees that a violation of this

clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of CMBE from participating in City contracts or other sanctions.

As a condition of entering into this Agreement, CMBE agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subconsultants in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subconsultants, vendors, and suppliers that CMBE has used on City contracts in the past five years, including the total dollar amount paid by CMBE or on each subcontract or supply contract.

CMBE further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. CMBE understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification of CMBE from participating in City contracts and other sanctions.

10. E-Verify: As a condition for payment under this Agreement, CMBE shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Agreement to comply with such E-Verify Requirements as well. CMBE will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by CMBE or any subcontractor to comply with the E-Verify Requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF CHARLOTTE

ATTEST

By: _____
City Manager

Printed Name

Printed Name

Date: _____

Date: _____

**THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION**

ATTEST

By: _____
Superintendent

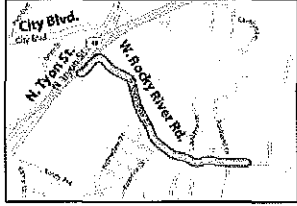

Printed Name

Printed Name

Date: _____

Date: _____

EXHIBIT A
ROCKY RIVER ROAD WEST STREETScape
August 17, 2012



Rocky River Road West Streetscape
NECI ID: 196

PROJECT SUMMARY

- **Project Type:** Streetscape
- **Project Goals:** To encourage multi-modal transportation, provide a bicycle and pedestrian friendly connection between the light rail station and the future Toby Creek Greenway, and address existing sight distance concerns along the corridor.
- **Project Description:** 3/4 mile streetscape along Rocky River Road from North Tryon Street to Toby Creek Greenway.

FEASIBILITY CONCLUSIONS

Rocky River Road provides a connection for several neighborhoods to access the proposed University City Boulevard Station along the Blue Line Extension, which is located on North Tryon Street between I-85 Connector and City Boulevard. Improvements to this connection would promote transit use by accommodating alternative transportation choices. This project would also improve existing sight conditions, at tight roadway curves.

Three alternatives were considered for this project. Alternative 1 addresses the concerns given by creating a streetscape with elements such as bike lanes, curb and gutter, sidewalk, ped-scale lighting and landscaping. In addition, horizontal curvature of the existing road was reviewed and modifications were made to improve sight distance. Alternatives 2 and 3 are various combinations of a multi-use path in lieu of the streetscape. This idea was considered because an existing trail runs parallel to Rocky River Road West for approximately 600 ft and it connects to an additional 650 ft of sidewalk at the Rocky River Village neighborhood. Grading can still be completed to address sight distance concerns while the multi-use path creates a connection that accomplishes the project goals. Trails, assuming they are properly lit and visible, provide an excellent walking and riding experience for pedestrians and bicyclists. In addition, the costs and environmental impacts should be significantly less. Both Alternatives 2 and 3 show mid-block pedestrian/bicycle crossings across Rocky River Road at different locations. Consider providing a pedestrian signal if crossing alternative is preferred. Alternative 2a also includes potential sidewalk along Rockland Drive. This will provide a connection between the neighborhood off Blue Rock Road and the trail, giving access to both the future greenway along Toby Creek and the University City Boulevard light rail station.

Rocky River Road West Streetscape
 NECI ID: 196

PROJECT COSTS

ALTERNATIVE 1 WITH BIKE LANES AND ROAD IMPROVEMENTS

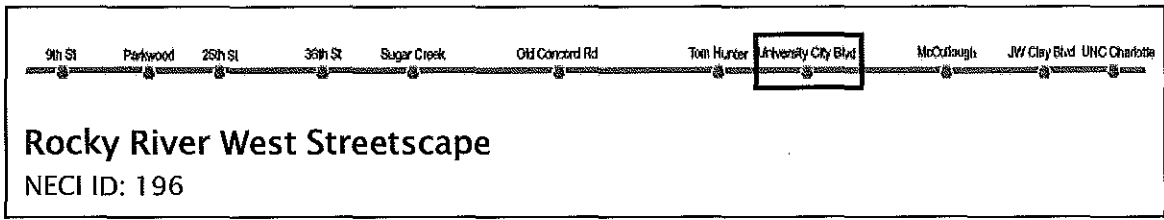
Construction	\$3,152,000
Planning, Design, and Administration	\$630,000
Utility Relocation	\$95,000
Right-of-Way	\$795,000
Total Project Cost	\$5,117,200

ALTERNATIVE 2 WITH MULTI-USE PATH OPTION 1 (INCLUDES ALTERNATIVE 2A)

Construction	\$1,157,000
Planning, Design, and Administration	\$231,000
Utility Relocation	\$43,000
Right-of-Way	\$498,000
Total Project Cost	\$2,152,700

ALTERNATIVE 3 WITH MULTI-USE PATH OPTION 2

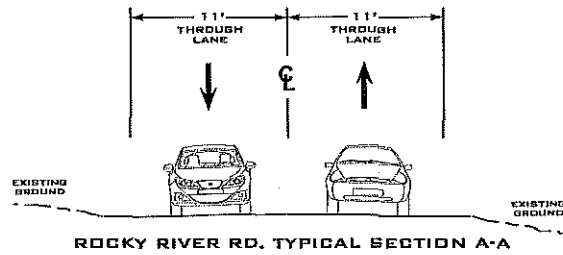
Construction	\$842,000
Planning, Design, and Administration	\$168,000
Utility Relocation	\$73,000
Right-of-Way	\$346,000
Total Project Cost	\$1,586,200



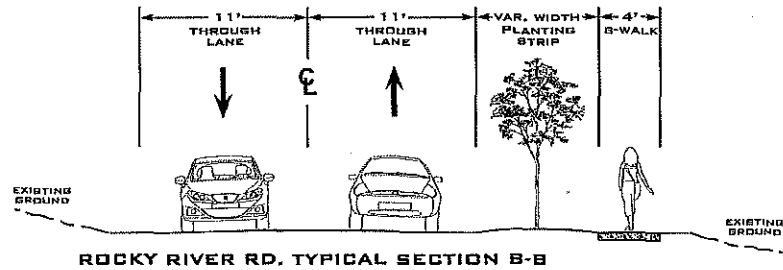
Rocky River West Streetscape

NECI ID: 196

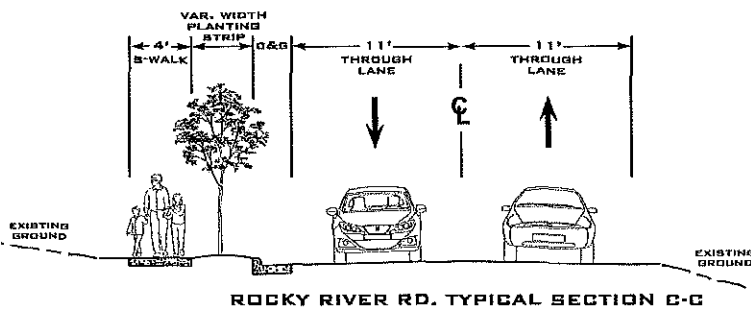
EXISTING CROSS SECTIONS



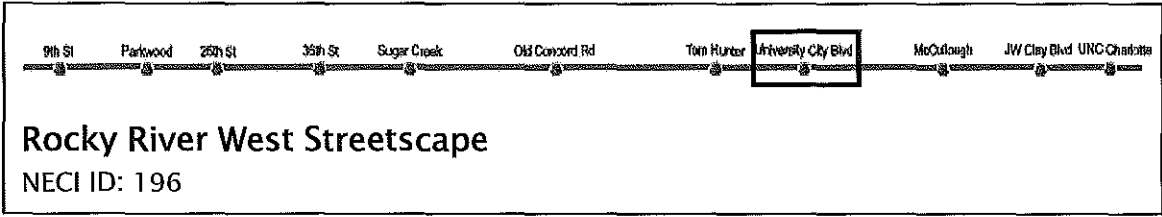
- 2-lane section



- 2-lane section with varying planting strip and sidewalk



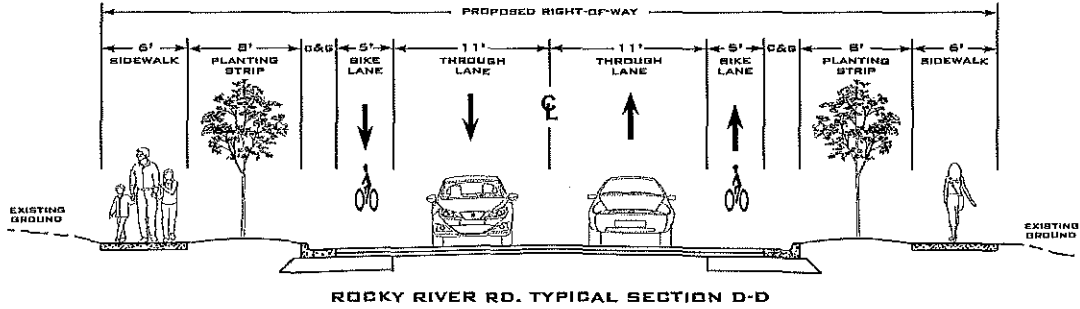
- 2-lane section with varying planting strip and sidewalk



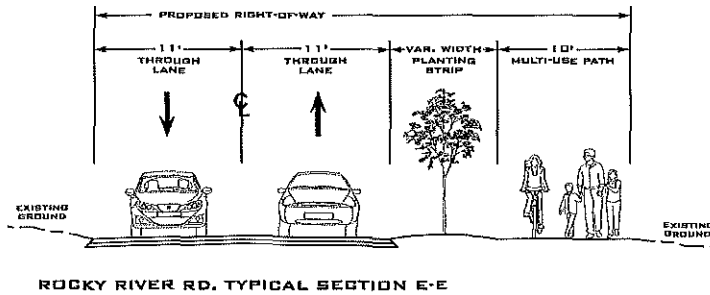
Rocky River West Streetscape

NECI ID: 196

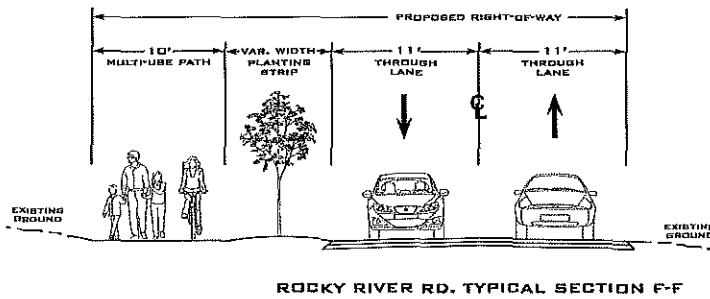
CONCEPTUAL CROSS SECTIONS



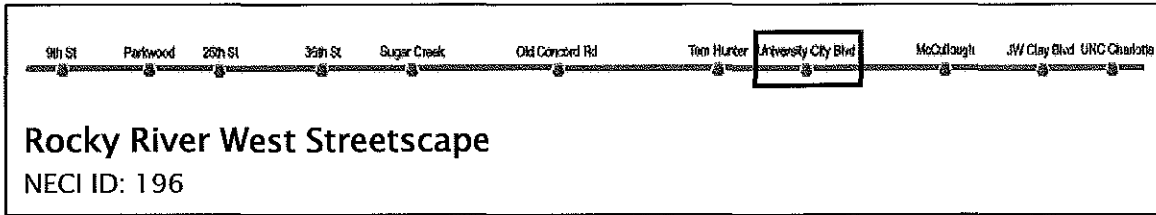
- Alternative 1: 2-lane section with bike lanes, planting strip, and sidewalk



- Alternatives 2 & 3: 2-lane section with varying planting strip and multi-use path



- Alternative 3: 2-lane section with varying planting strip and multi-use path



Rocky River West Streetscape

NECI ID: 196

Rocky River Road Concept Design Criteria	
USDG Street Classification	Avenue
Design Speed/Posted Speed	40 mph/35 mph
Design Vehicle	B-40
Lane Width	11'
Bike Lane Width	5'
Planting Strip Width	Varies
Sidewalk Width	6'
On-Street Parking	No
Curb and Gutter	2'-6"
Landscaping	Yes
Maintained By	City of Charlotte
SUE	2' Back of Sidewalk
Construction Easement	10' Back of SUE
Multi-use Path	10'

COST ASSUMPTIONS

▪ Roadway and Drainage Assumptions

- Pedestrian lights-\$5000/ea at 100' spacing included in estimate.
- Street trees-\$500/ea at 50' spacing included in estimate.
- Culvert extension-\$50,000 included for alternatives 1&2, \$30,000 for alternative 3.
- Interlocking block retaining wall-\$25/sf included in estimate.
- Pedestrian bridge-\$12,000/ea included in estimate.

▪ Utility Assumptions

- Utility relocation will be a 60/40 split between the City of Charlotte and utility companies.

9th St Parkwood 26th St 35th St Sugar Creek Old Concord Rd Ten Hunter **University City Blvd** McCallough JW Clay Blvd UNC Charlotte

Rocky River West Streetscape
 NECI ID: 196

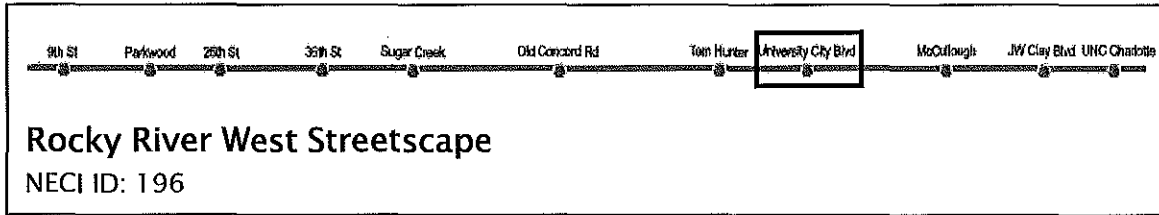
FEASIBILITY ISSUES

ALTERNATIVE 1

Constraints	High	Moderate	Low
Wetlands	✓		
Environmental	✓		
Drainage		✓	
Traffic Volumes		✓	
Political Environment			✓
Building Impacts			✓
Right-of-way		✓	
Structures	✓		
Utilities		✓	

ALTERNATIVE 2

Constraints	High	Moderate	Low
Wetlands		✓	
Environmental		✓	
Drainage			✓
Traffic Volumes		✓	
Political Environment			✓
Building Impacts			✓
Right-of-way		✓	
Structures	✓		
Utilities		✓	




Rocky River West Streetscape

NECI ID: 196

ALTERNATIVE 3

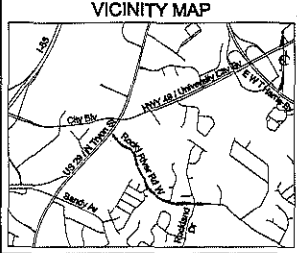
Constraints	High	Moderate	Low
Wetlands			✓
Environmental			✓
Drainage			✓
Traffic Volumes		✓	
Political Environment			✓
Building Impacts			✓
Right-of-way			✓
Structures		✓	
Utilities		✓	


- A large existing culvert is located within the boundaries for this project, at the Toby Creek crossing. Widening the cross section may cause the culvert to be extended, triggering a MOA or CLOMR. The existing culvert overtops in the 100 year storm, therefore the new culvert would need to accommodate a 100 year storm event and meet City Design Standard. A future greenway is planned along Toby Creek. The potential extension of the existing culvert should be coordinated with the anticipated timing of design and construction of this greenway. This will consolidate permitting needs for the two projects.
- A future farm-to-market study is anticipated for this roadway. The NECI Project should include accommodating the preferred cross-section for the farm-to-market project if feasible.
- The Post-Construction Controls Ordinance may affect the cross-section as well as add additional cost to treat run-off.
- An existing transformer may need to be relocated as well as existing overhead lines.
- Sight distance issues occurring along Rocky River Road will require grading as well as flattening horizontal curves.
- Retaining walls may be required in multiple locations due to the existing topography.
- A pedestrian/bicycle crossing will be required at Fortescue Drive.
- A jurisdictional tributary of Toby Creek parallels Rocky River Road. Flattening curves to improve sight distance may require the channel to be realigned, requiring a Nationwide 14 permit. The extension of the existing sidewalk as a multi-use path (one of our proposed alternatives) also poses potential conflicts with the tributary. Two pedestrian bridges may need to be constructed in order to cross the stream, which will also require a Nationwide 14 permit.





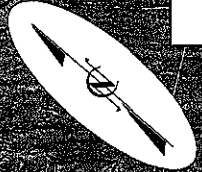
Rocky River West Streetscape
NECI ID: 196









- Pedestrian street crossing and greenway access locations should be evaluated as well as appropriate crossing treatments.

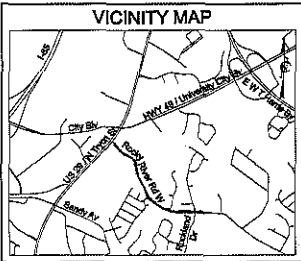




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 ALTERNATIVE 1 SHEET 1 OF 4


STV/Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208

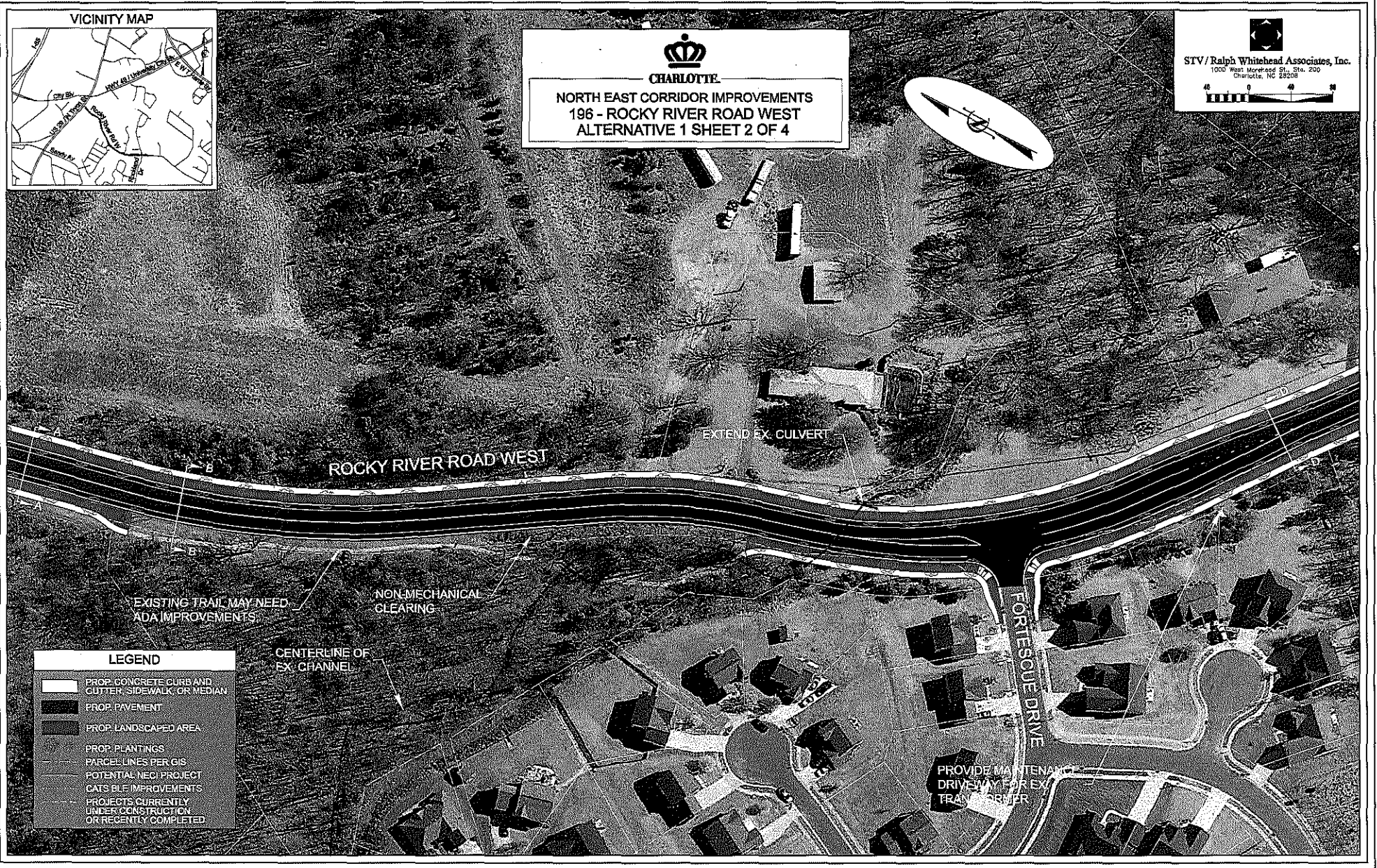











LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NEQ PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED

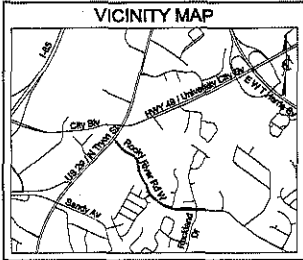




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 ALTERNATIVE 1 SHEET 2 OF 4




STV / Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208

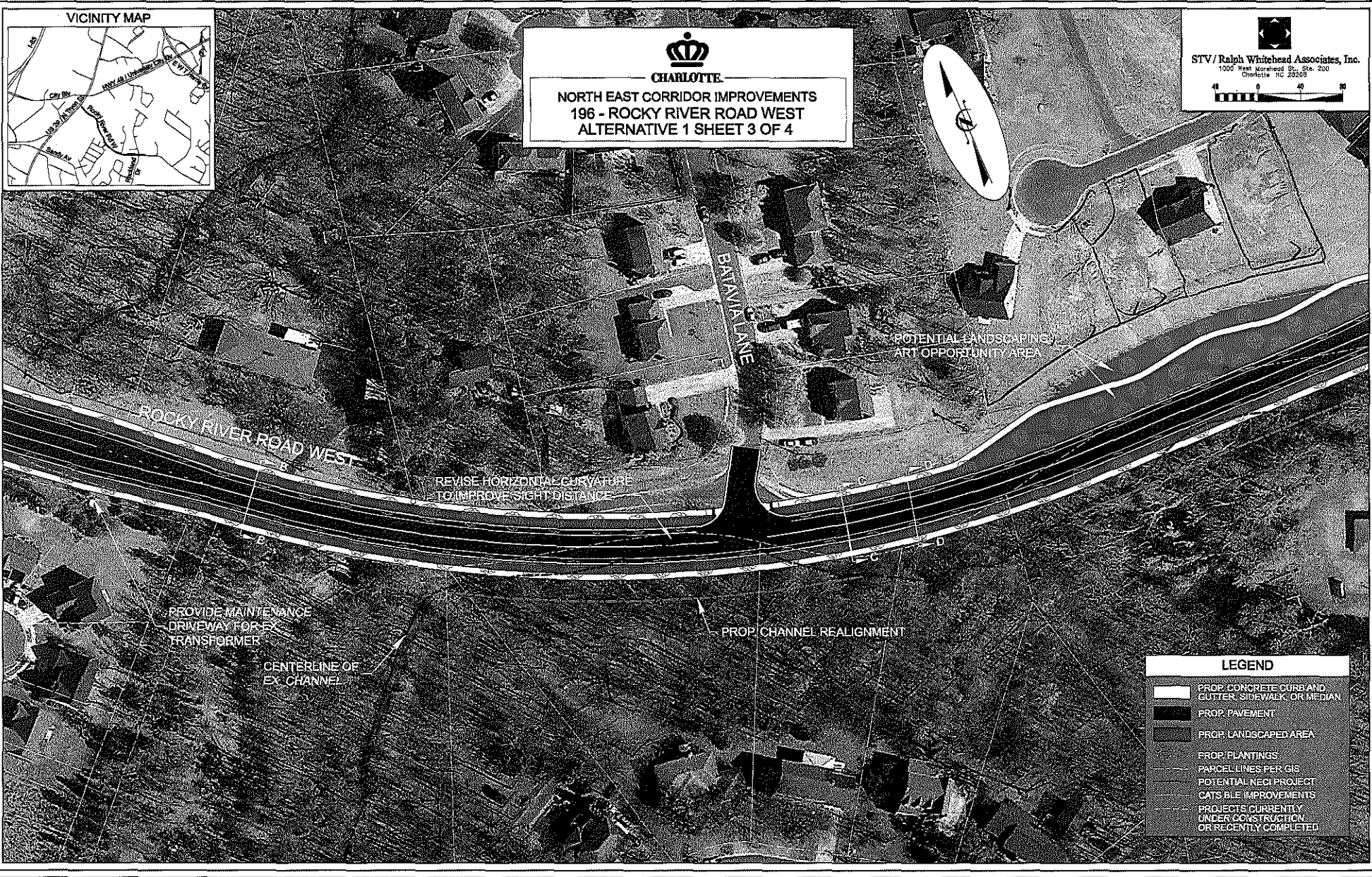











LEGEND	
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	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED

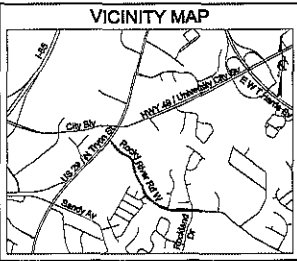



CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 ALTERNATIVE 1 SHEET 3 OF 4


STV / Ralph Whitehead Associates, Inc.
 1007 West Morehead St., Ste. 200
 Charlotte, NC 28209




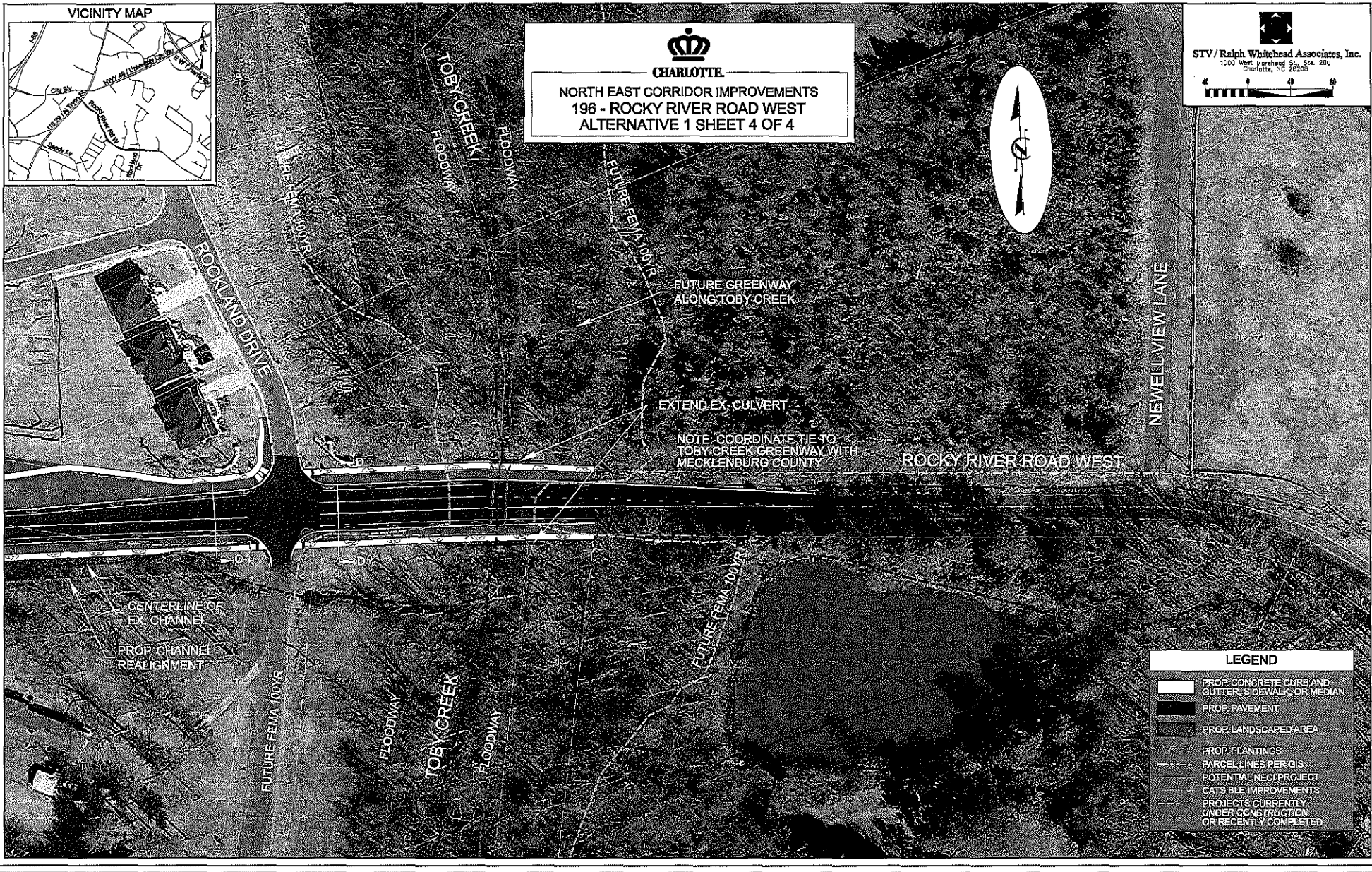
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	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED



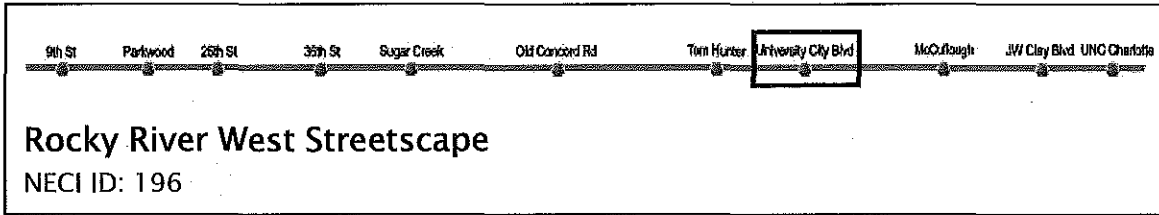
**NORTH EAST CORRIDOR IMPROVEMENTS
196 - ROCKY RIVER ROAD WEST
ALTERNATIVE 1 SHEET 4 OF 4**

STV / Ralph Whitehead Associates, Inc.
1000 West Morehead St., Ste. 200
Charlotte, NC 28208

0 40 80



LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NEJ PROJECT
	CATS RILE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED



Rocky River West Streetscape

NECI ID: 196

CONCEPT ESTIMATE – ALTERNATIVE 1

Item Description	Unit	Unit Cost	Quantity	Amount
Mobilization	LS		1	\$101,000
Grading	LS		1	\$302,800
Storm Drainage	LS		1	\$252,000
Asphalt Concrete Base Course, Type B25.0	TON	\$75.00	2873	\$215,500
Asphalt Concrete Base Course, Type I19.0	TON	\$75.00	1064	\$79,800
Asphalt Concrete Surface Course, Type S9.5	TON	\$65.00	2760	\$179,400
Asphalt Binder for Plant Mix	TON	\$682.00	353	\$240,700
2'-6" Concrete Curb & Gutter	LF	\$17.00	8400	\$142,800
4" Concrete Sidewalk	SY	\$30.00	5600	\$168,000
Misc Items	LS		1	\$153,900
Erosion Control	LS		1	\$30,800
Water/Sewer Utilities	LS		1	\$51,300
Pavement Markings/Traffic Control	LS		1	\$102,600
Landscaping	LS		1	\$100,800
Pedestrian Lights	EA	\$5,000.00	85	\$425,000
Street Trees	EA	\$500.00	170	\$85,000
Culvert Extension	EA	\$50,000.00	1	\$50,000
Block Retaining Wall	SF	\$25.00	370	\$9,250

Subtotal	\$2,690,650
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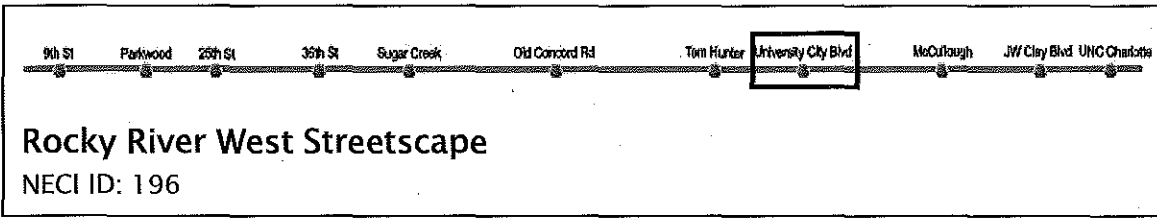
PCCO Cost	\$57,855
Construction Contingency (15%)	\$403,600
Subtotal – Roadway Construction	\$3,152,000
Planning & Design (20% of Roadway)	\$630,000
Private Utility Relocation Cost	\$95,000
Right-of-Way Acquisition	\$795,000
Subtotal – Non-Construction Costs	\$1,500,000

Project Subtotal	\$4,652,000
Project Contingency	\$465,200
Estimated Project Cost	\$5,117,200



NECI





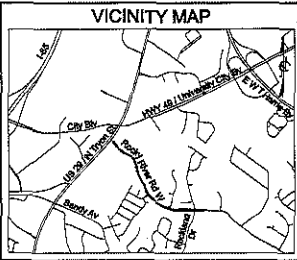
Rocky River West Streetscape


NECI ID: 196



CONCEPT ESTIMATE – PROJECT DATA – ALTERNATIVE 1

Project: Rocky River West Streetscape	
Project Length(feet)	4200
widening	4200
resurfacing	4200
Existing Pavement Width	22
Proposed Pavement Width	32
no. of lanes	2
bike lanes (0-no bike lanes, 1-one side or 2-bothsides)	2
parking? (0-no parking, 1-one side or 2-bothsides)	0
Pavement Area for Widening(sy)	4667
Pavement Area for Resurfacing(sy)	10267
Pavement Area Under Curb & Gutter(sy)	3733
Textured Turn Lane (0-no or 1-yes)?	0
Landscaped Median (0-no or 1-yes)?	0
Sidewalk	
(enter 0-no sidewalk, 1-one side or 2-two sides)	2
average width	6
Curb & Gutter	
(enter 0-no curb & gutter, 1-one side or 2-two sides)	2
Valley gutter separator for parking	
(enter 0-no valley gutter, 1-one side or 2-two sides)	0
Storm Drainage System	
most or all new system needed (enter 2)	2
supplemental new system needed (enter 1)	
Incidental or no new system needed (enter 0)	
Planting Strip	
(enter 0-no planting strip, 1-one side or 2-two sides)	2
Utility Relocation	
overhead lines(enter length in feet)	4200
underground(enter length in feet)	0
Right-of-Way Acquisition	
construction easement area(sf)	67585
Right-of-way area(sf)	72370
number of parcels	37
Environmental Impact	
(linear ft. of contamination, enter 0 if none)	0









Enter data for items highlighted in red

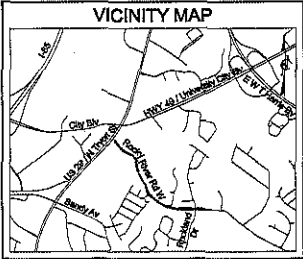




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 1
 ALTERNATIVE 2 SHEET 1 OF 4



STV/Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208


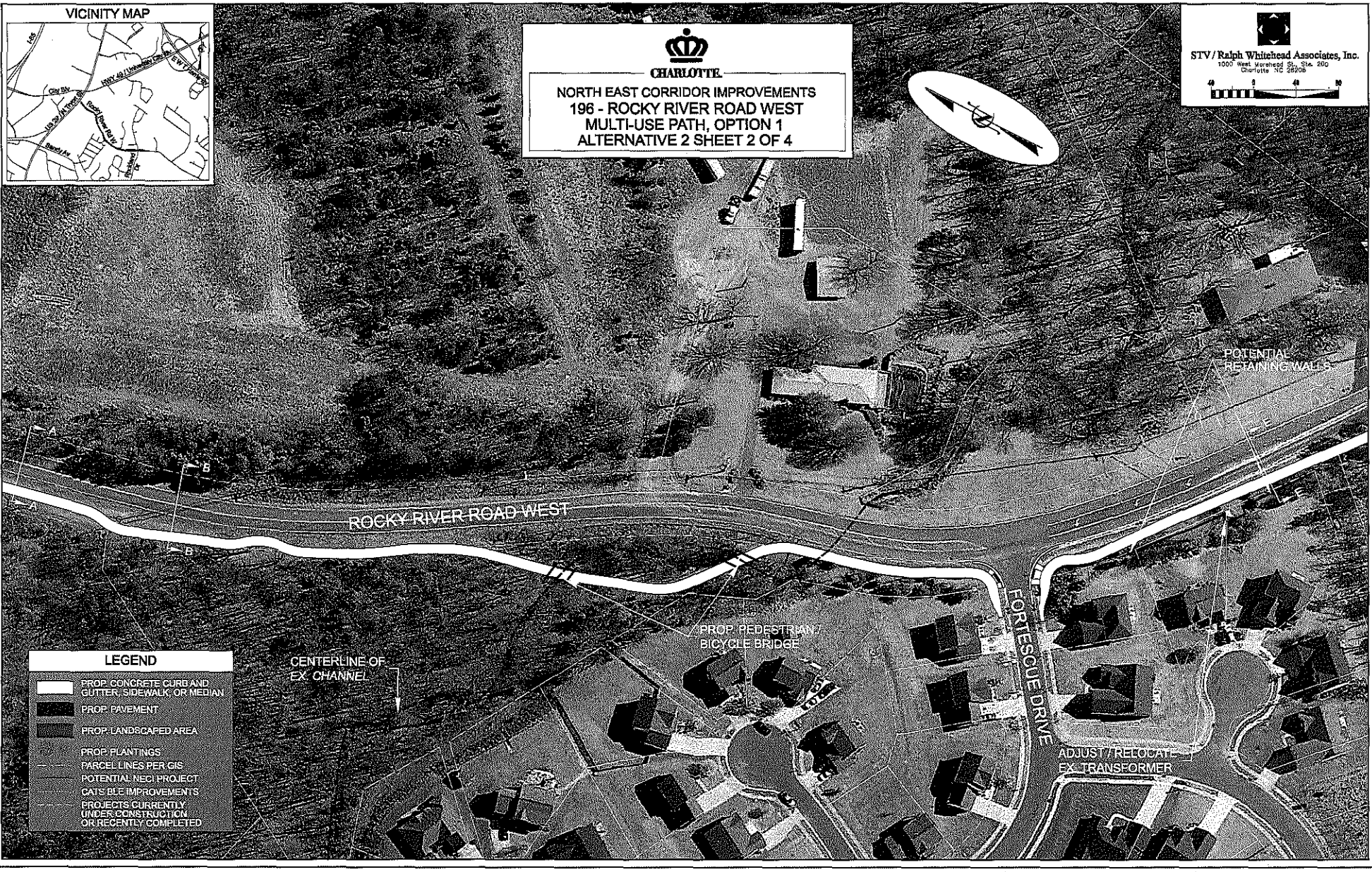


LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED












CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 1
 ALTERNATIVE 2 SHEET 2 OF 4


STV/Ralph Whitehead Associates, Inc.
 1000 West Kernwood Dr., Ste. 200
 Charlotte, NC 28208

LEGEND

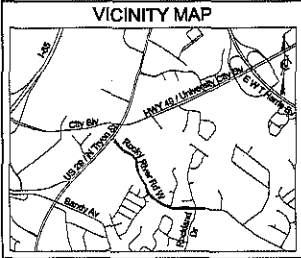
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-  PROP. PAVEMENT
-  PROP. LANDSCAPED AREA
-  PROP. PLANTINGS
-  PARCEL LINES PER GIS
-  POTENTIAL NECI PROJECT
-  CATS BLE IMPROVEMENTS
-  PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED


CENTERLINE OF EX. CHANNEL



PROP. PEDESTRIAN/BICYCLE BRIDGE

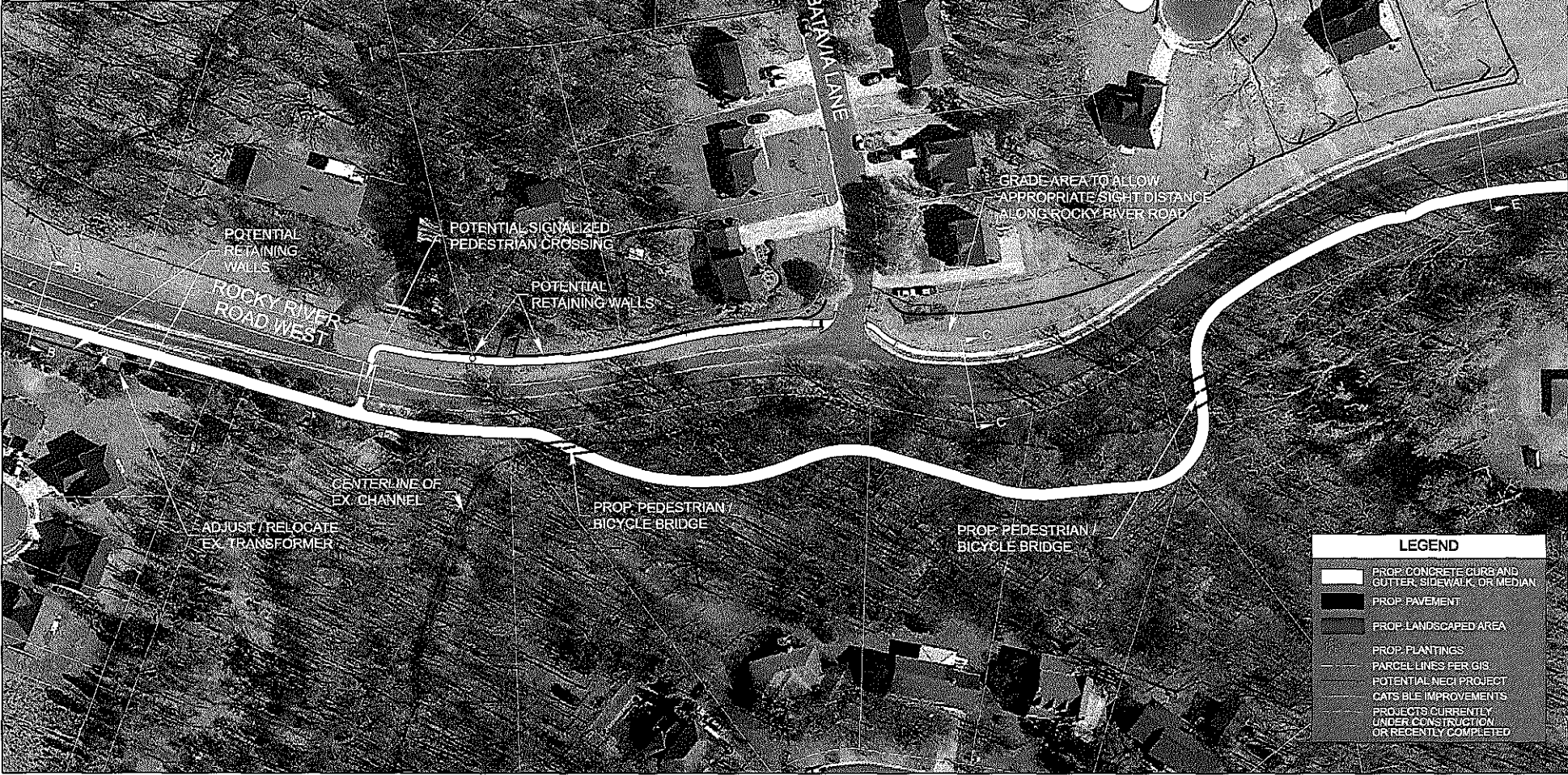
POTENTIAL RETAINING WALLS









ADJUST/RELOCATE EX. TRANSFORMER

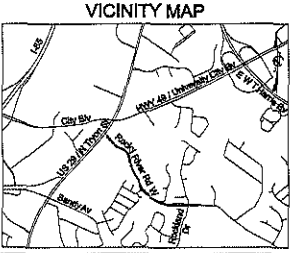




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 1
 ALTERNATIVE 2 SHEET 3 OF 4



STV/Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208



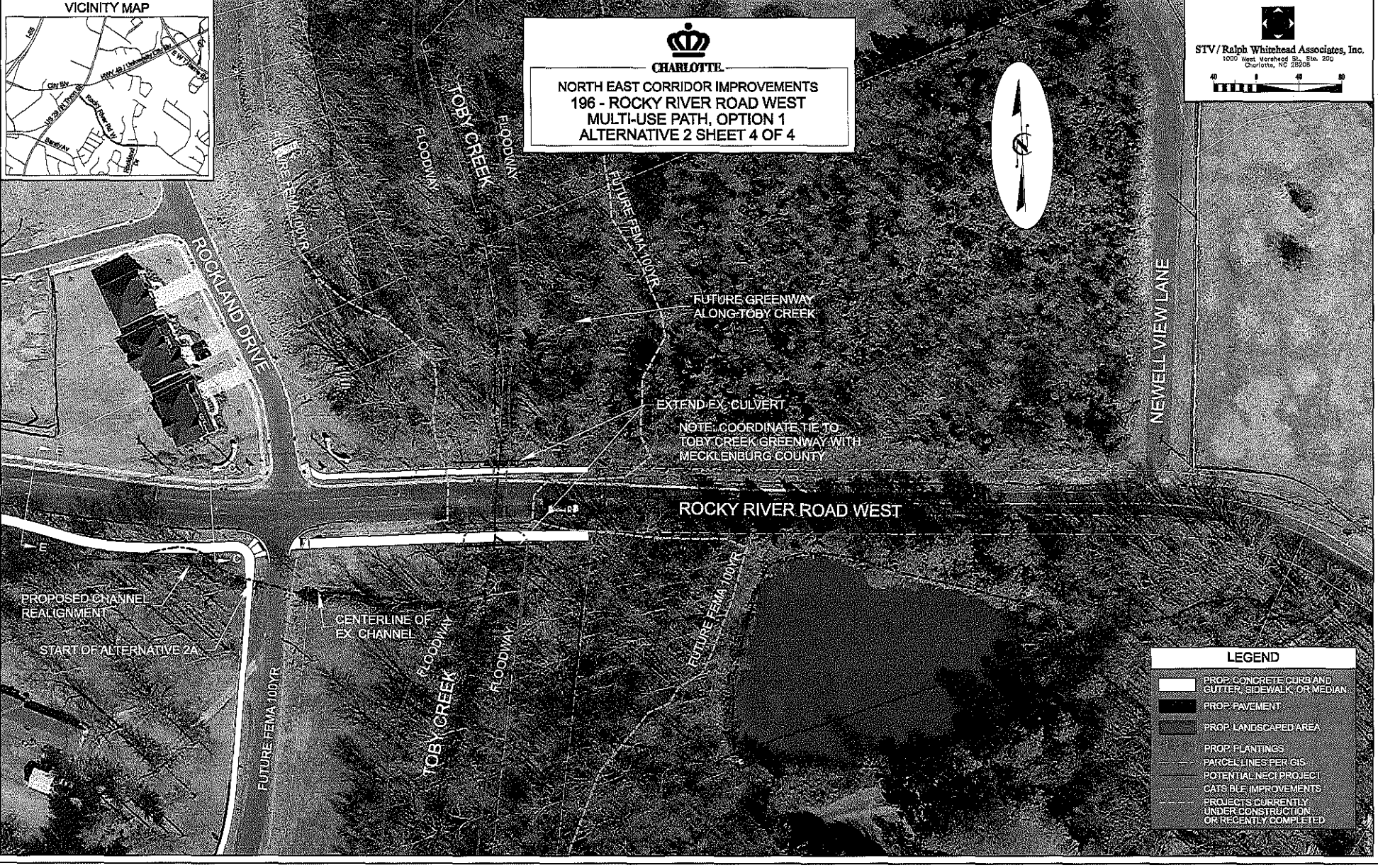










LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED

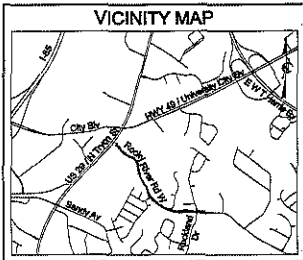



CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 1
 ALTERNATIVE 2 SHEET 4 OF 4


STV/Ralph Whithead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208

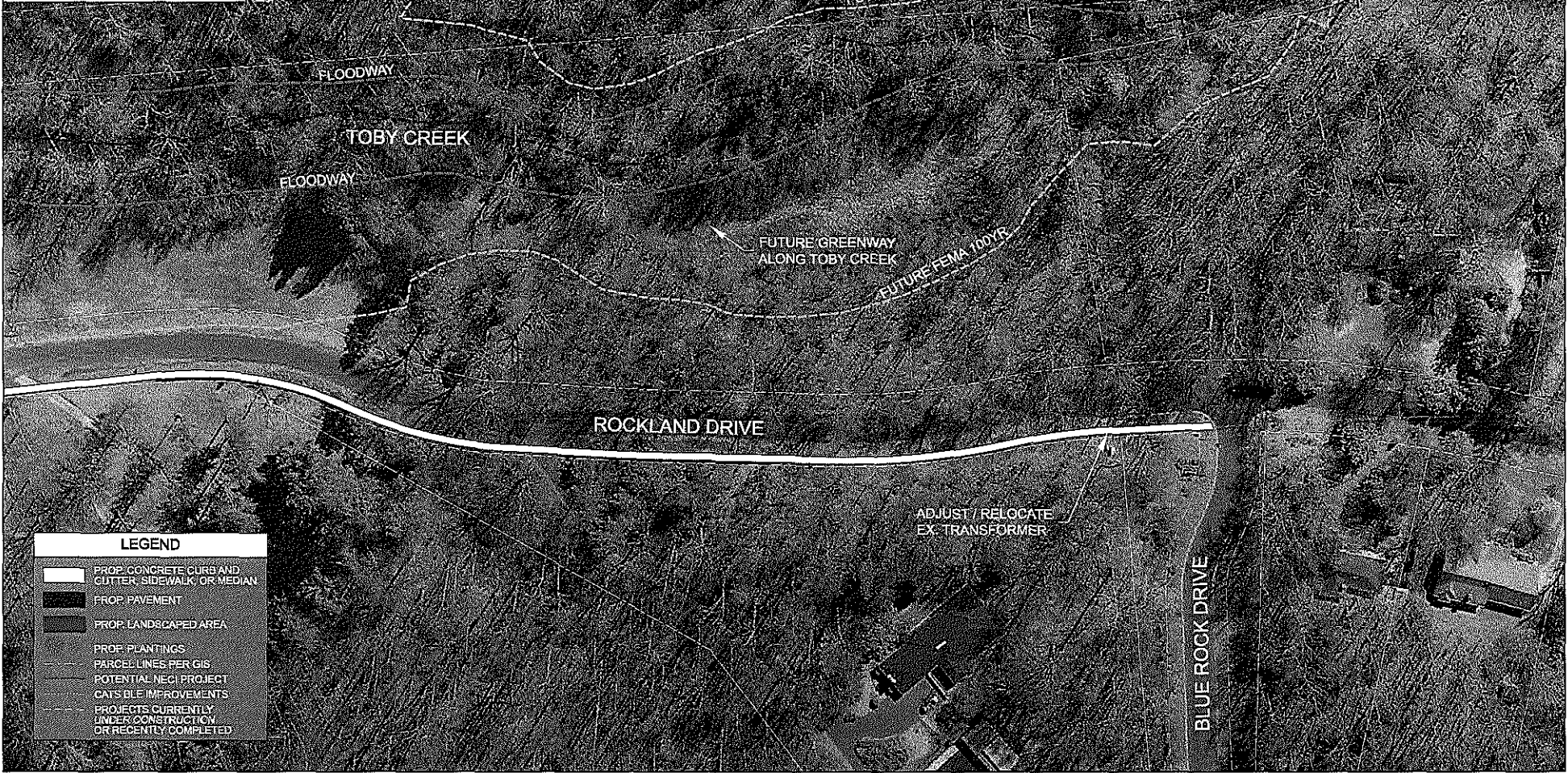
LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLUE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED



CHARLOTTE

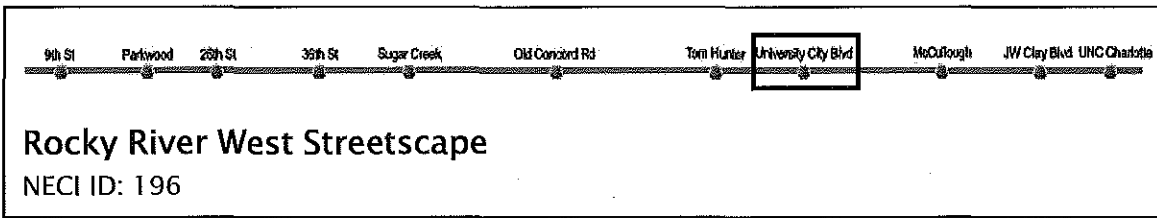
NORTH EAST CORRIDOR IMPROVEMENTS
196 - ROCKY RIVER ROAD WEST
MULTI-USE PATH, OPTION 1
ALTERNATIVE 2A SHEET 1 OF 1

STV/Ralph Whitehead Associates, Inc.
 1005 West Morehead St., Ste. 200
 Charlotte, NC 28208



LEGEND

	PROP. CONCRETE CURB AND GUTTER, SIDEWALK OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECA PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED



Rocky River West Streetscape

NECI ID: 196

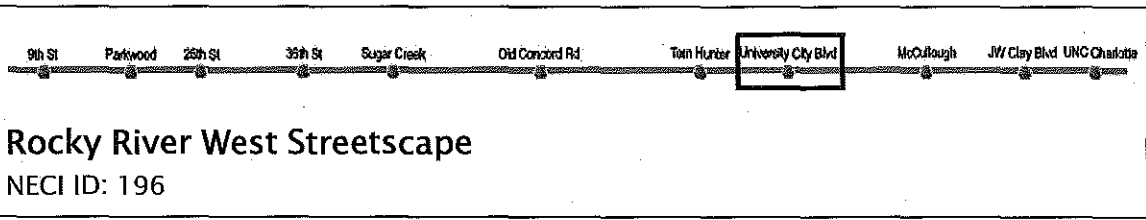
CONCEPT ESTIMATE – ALTERNATIVE 2

Item Description Roadway Items	Unit	Unit Cost	Quantity	Amount
Mobilization	LS		1	\$23,000
Grading	LS		1	\$61,300
Storm Drainage	LS		1	\$60,100
4" Concrete Sidewalk	SY	\$30.00	6672	\$200,200
Misc Items	LS		1	\$30,000
Erosion Control	LS		1	\$6,000
Water/Sewer Utilities	LS		1	\$10,000
Pavement Markings/Traffic Control	LS		1	\$20,000
Landscaping	LS		1	\$72,100
Pedestrian Lights	EA	\$5,000.00	60	\$300,000
Street Trees	EA	\$500.00	120	\$60,000
Culvert Extension	EA	\$50,000.00	1	\$50,000
Pedestrian Bridge	EA	\$12,000.00	4	\$48,000
Interlocking Block Retaining Wall	SF	\$25.00	2600	\$65,000
Subtotal				\$1,005,700
PCCO Cost				\$0
Construction Contingency (15%)				\$150,900
Subtotal – Roadway Construction				\$1,157,000
Planning & Design (20% of Roadway)				\$231,000
Private Utility Relocation Cost				\$43,000
Right-of-Way Acquisition				\$498,000
Subtotal – Non-Construction Costs				\$800,000
Project Subtotal				\$1,957,000
Project Contingency				\$195,700
Estimated Project Cost				\$2,152,700



NECI



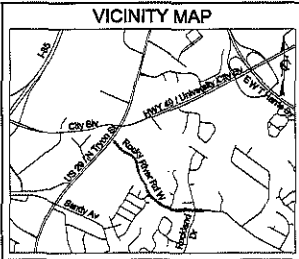



Rocky River West Streetscape


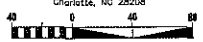
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CONCEPT ESTIMATE – PROJECT DATA – ALTERNATIVE 2









Project: Rocky River West Streetscape	
Project Length(feet)	6005
widening	0
resurfacing	0
Existing Pavement Width	22
Proposed Pavement Width	22
no. of lanes	2
bike lanes (0-no bike lanes, 1-one side or 2-bothsides)	0
parking? (0-no parking, 1-one side or 2-bothsides)	0
Pavement Area for Widening(sy)	0
Pavement Area for Resurfacing(sy)	0
Pavement Area Under Curb & Gutter(sy)	0
Textured Turn Lane (0-no or 1-yes)?	0
Landscaped Median (0-no or 1-yes)?	0
Sidewalk	
(enter 0-no sidewalk, 1-one side or 2-two sides)	1
average width	10
Curb & Gutter	
(enter 0-no curb & gutter, 1-one side or 2-two sides)	0
Valley gutter separator for parking	
(enter 0-no valley gutter, 1-one side or 2-two sides)	0
Storm Drainage System	
most or all new system needed (enter 2)	0
supplemental new system needed (enter 1)	
Incidental or no new system needed (enter 0)	
Planting Strip	
(enter 0-no planting strip, 1-one side or 2-two sides)	1
Utility Relocation	
overhead lines(enter length in feet)	1930
underground(enter length in feet)	0
Right-of-Way Acquisition	
construction easement area(sf)	65125
Right-of-way area(sf)	41050
number of parcels	22
Environmental Impact	
(linear ft. of contamination, enter 0 if none)	0
Enter data for items highlighted in red	

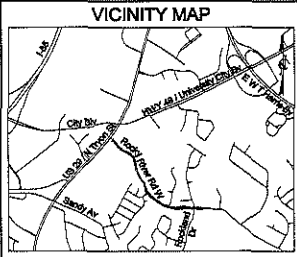




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 2
 ALTERNATIVE 3 SHEET 1 OF 4


STV/Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28208


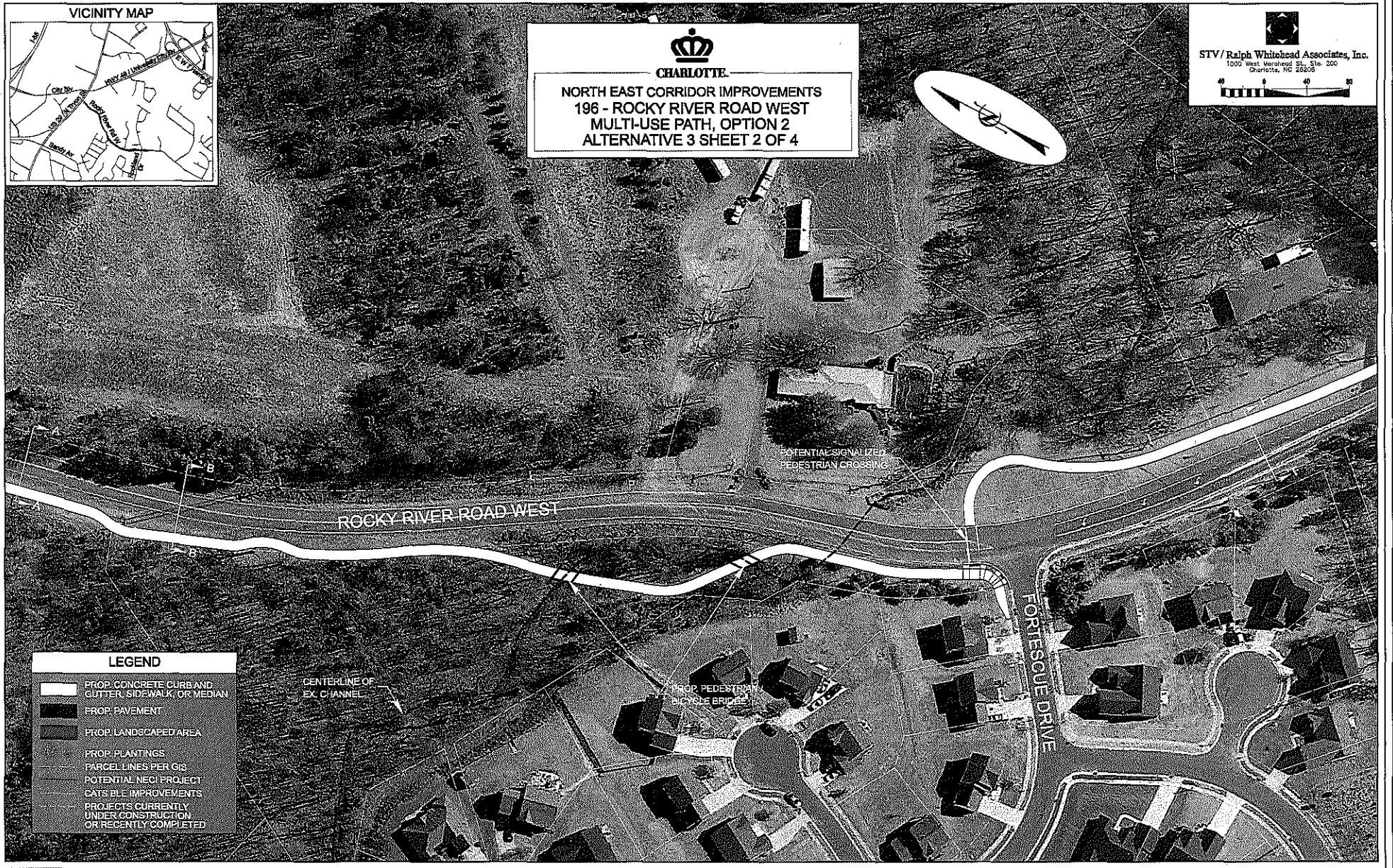


LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED











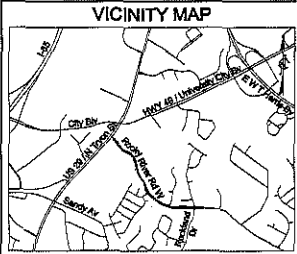

CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 2
 ALTERNATIVE 3 SHEET 2 OF 4



STV/Ralph Whitehead Associates, Inc.
 1009 West Meredith St., Ste. 200
 Charlotte, NC 28208

LEGEND









-  PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
-  PROP. PAVEMENT
-  PROP. LANDSCAPED AREA
-  PROP. PLANTINGS
-  PARCEL LINES PER GIS
-  POTENTIAL NECI PROJECT
-  CATS BLE IMPROVEMENTS
-  PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED

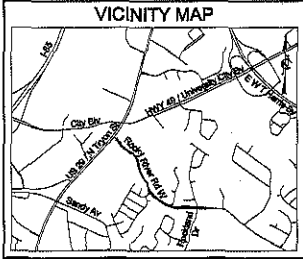




CHARLOTTE
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 2
 ALTERNATIVE 3 SHEET 3 OF 4



STV/Ralph Whitehead Associates, Inc.
 1000 West Northwood St., Ste. 200
 Charlotte, NC 28208


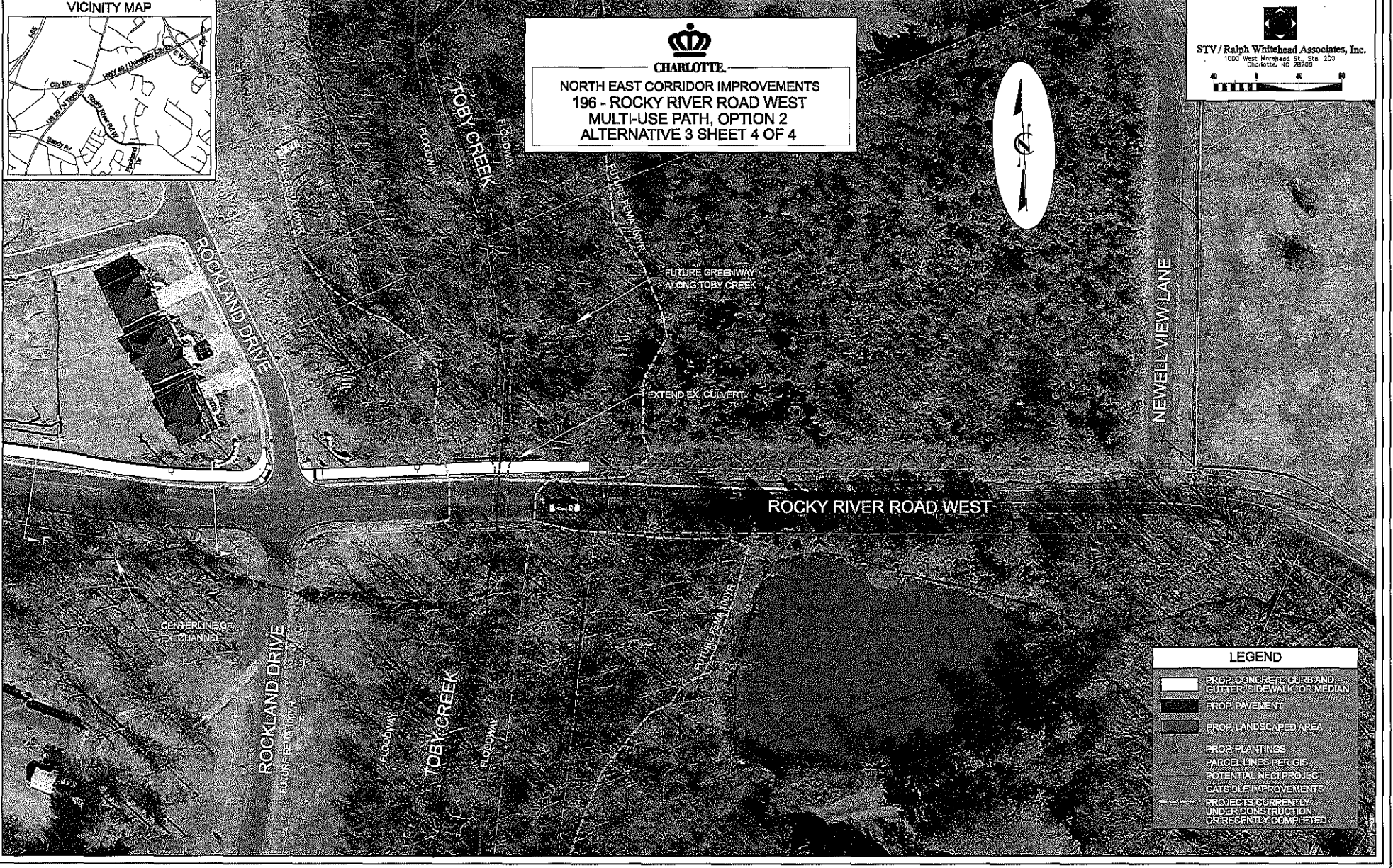











LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK, OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NECI PROJECT
	CATS BEE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED

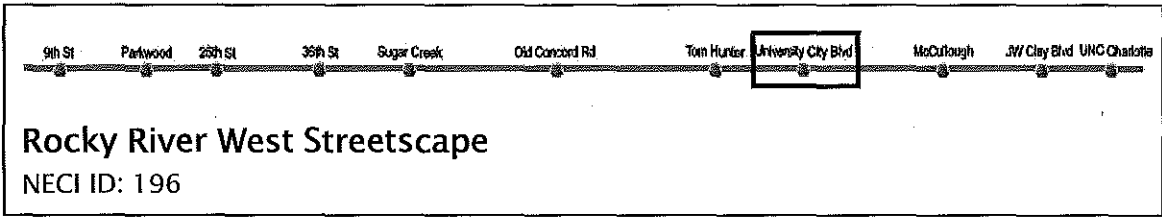



CHARLOTTE.
 NORTH EAST CORRIDOR IMPROVEMENTS
 196 - ROCKY RIVER ROAD WEST
 MULTI-USE PATH, OPTION 2
 ALTERNATIVE 3 SHEET 4 OF 4


STV/Ralph Whitehead Associates, Inc.
 1000 West Morehead St., Ste. 200
 Charlotte, NC 28205

LEGEND	
	PROP. CONCRETE CURB AND GUTTER, SIDEWALK OR MEDIAN
	PROP. PAVEMENT
	PROP. LANDSCAPED AREA
	PROP. PLANTINGS
	PARCEL LINES PER GIS
	POTENTIAL NEG PROJECT
	CATS BLE IMPROVEMENTS
	PROJECTS CURRENTLY UNDER CONSTRUCTION OR RECENTLY COMPLETED



Rocky River West Streetscape

NECI ID: 196

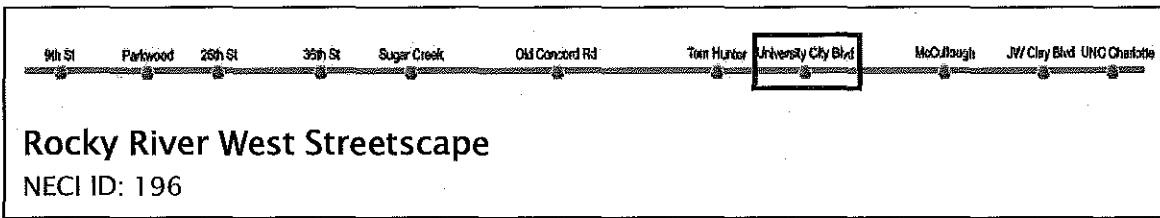
CONCEPT ESTIMATE – ALTERNATIVE 3

Item Description	Unit	Unit Cost	Quantity	Amount
Mobilization	LS		1	\$15,700
Grading	LS		1	\$41,800
Storm Drainage	LS		1	\$41,000
4" Concrete Sidewalk	SY	\$30.00	4450	\$136,500
Misc Items	LS		1	\$20,500
Erosion Control	LS		1	\$4,100
Water/Sewer Utilities	LS		1	\$6,800
Pavement Markings/Traffic Control	LS		1	\$13,700
Pedestrian Lights	EA	\$5,000.00	40	\$200,000
Street Trees	EA	\$500.00	80	\$40,000
Culvert Extension	EA	\$30,000.00	1	\$30,000
Pedestrian Bridge	EA	\$12,000.00	2	\$24,000
Interlocking Block Retaining Wall	SF	\$25.00	2290	\$57,250
Subtotal				\$628,450
PCCO Cost				\$0
Construction Contingency (15%)				\$102,100
Subtotal – Roadway Construction				\$783,000
Planning & Design (20% of Roadway)				\$157,000
Private Utility Relocation Cost				\$73,000
Right-of-Way Acquisition				\$346,000
Subtotal – Non-Construction Costs				\$600,000
Project Subtotal				\$1,383,000
Project Contingency				\$138,300
Estimated Project Cost				\$1,521,300



NECI





Rocky River West Streetscape

NECI ID: 196

CONCEPT ESTIMATE – PROJECT DATA – ALTERNATIVE 3

Project: Rocky River West Streetscape	
Project Length(feet)	4095
widening	0
resurfacing	0
Existing Pavement Width	22
Proposed Pavement Width	22
no. of lanes	2
bike lanes (0-no bike lanes, 1-one side or 2-bothsides)	0
parking? (0-no parking, 1-one side or 2-bothsides)	0
Pavement Area for Widening(sy)	0
Pavement Area for Resurfacing(sy)	0
Pavement Area Under Curb & Gutter(sy)	0
Textured Turn Lane (0-no or 1-yes)?	0
Landscaped Median (0-no or 1-yes)?	0
Sidewalk	
(enter 0-no sidewalk, 1-one side or 2-two sides)	1
average width	10
Curb & Gutter	
(enter 0-no curb & gutter, 1-one side or 2-two sides)	0
Valley gutter separator for parking	
(enter 0-no valley gutter, 1-one side or 2-two sides)	0
Storm Drainage System	
most or all new system needed (enter 2)	0
supplemental new system needed (enter 1)	
Incidental or no new system needed (enter 0)	
Planting Strip	
(enter 0-no planting strip, 1-one side or 2-two sides)	1
Utility Relocation	
overhead lines(enter length in feet)	3224
underground(enter length in feet)	0
Right-of-Way Acquisition	
construction easement area(sf)	38392
Right-of-way area(sf)	26689
number of parcels	20
Environmental Impact	
(linear ft. of contamination, enter 0 if none)	0
Enter data for items highlighted in red	

EXHIBIT B
SCOPE OF SERVICES
ROCKY RIVER RD STREET IMPROVEMENTS

SCOPE OF SERVICES ROCKY RIVER RD. WEST STREET IMPROVEMENT

The Engineer shall perform all services in accordance with the current version of the City of Charlotte CADD standards, the "Charlotte-Mecklenburg Storm Water Design Manual," and the *Urban Street Design Guidelines*. At the time work commences under this Contract, the Engineer shall use the then-current edition of NCDOT *Roadway Design Manual*, *Roadway Standard Drawings*, and *Standard Specifications for Roads and Structures*. The Engineer shall perform all services using English units.

The Engineer shall perform the following services:

1. PLANNING PHASE

A feasibility study was performed for this project in 2012 (the "Feasibility Study"). It made certain assumptions about the characteristics of the road, including its USDG street typology, number of lanes, and geometrics. The cross-section was subsequently refined by City staff in an "Abbreviated" 6-Step Process in August, 2013. Additionally, City staff have developed an approximate centerline alignment (the "Staff Alignment") for Rocky River Road West. Unless otherwise specified in this Scope of Services, the Engineer shall use the results of the Feasibility Study, Abbreviated 6-Step Process, and Staff Alignment as the basis for Planning Phase and Design Phase activities. The Feasibility Study, the results and products of the Abbreviated 6-Step Process, and the Staff Alignment are incorporated into this Contract by reference in their entireties.

The Engineer shall provide services in the Planning Phase that shall include, but may not be limited to, those following:

- 1.1 ***Applying the Urban Street Design Guidelines***
RESERVED

- 1.2 ***Traffic Analysis – omitted***
RESERVED

- 1.3 ***Public Involvement Process***

The Engineer shall provide assistance to the City in its efforts to present this project to the public. Such assistance shall include:

- Attending and assisting with presentation(s) at two public meetings at locations in or near the project area;
- Preparing of presentation-quality exhibits that indicate the project as proposed and its context to surrounding properties and neighborhoods. Such exhibits may include mounted plans, aerial photos with proposed concept(s), photos of similar typical sections, etc.;
- Public meeting arrangements including facility reservations and facility setup.
- Evaluating any issues identified by citizens and the City, and making recommendations;
- Preparing and distributing summary notes from the public meetings within five working days of the meeting;
- Providing copies of all public correspondence to the City's Project Manager; and
- Preparing a summary report detailing the citizen involvement process.

1.4 *Planning Phase Public Input Process*

The Engineer shall carry out the public input process described in section 1.3.

1.5 *Design Criteria*

The Engineer shall develop design criteria for the Project consistent with the Urban Street Design Guidelines for the selected street typology and the scope of the project that shall include but may not be limited to: Design speed, posted speed, minimum radius, superelevation, rate of change of superelevation, maximum and minimum grades, vertical curve "K" values for crests and sags, stopping sight distance, intersection sight distance, vertical clearance, lane width, normal crown, maximum slopes, curb radii, right-of-way widths, clear zone, taper ratios (shift, merge, bay), design vehicle, traffic control plan design speed, maximum vertical curve (mainline, stop intersection, through intersection), sidewalk width, planter strip, handicapped access, bicycle lanes, and driveways. The Engineer shall submit the proposed design criteria for review and approval by the City's Project Manager with every plan submittal. The approved design criteria will be used in developing conceptual, preliminary, and final plans.

Section 3.3.6 of the 2011 edition of the AASHTO *A Policy on Geometric Design of Highways and Streets* (the "Green Book"), entitled "Design of Low-Speed Urban Streets," shall supersede any conflicting provision in the NCDOT *Roadway Design Manual* regarding radius or superelevation.

1.6 **Alternatives Analysis**

a. Identify Alternatives

The Engineer, in cooperation with the City, shall analyze and document all plausible alternatives in summary form as the basis for establishing the alternatives for detailed evaluation. The documentation will include:

- Improving existing facilities alternative(s), if applicable; and
- Relocation alternative, i.e. relocating a portion or portions of the existing facility to a new location, if applicable.

Possible alternatives will be generated through the preparation of "land suitability mapping" within the study area. Various factors that would limit or discourage the development of a highway will be mapped at a suitable scale on aerial or planimetric mapping. Factors to be mapped include, but may not be limited to: Natural resources, floodplains (as identified on FIRM/FEMA maps for 100 year floods), parks and recreational open spaces (including 4(f) and 6(f) properties), recorded hazardous waste generators and sites, cultural resources (including known historical architecture and archaeological sites), communities and community facilities (such as cemeteries, schools, churches, etc.), agricultural lands, and existing and planned development.

With these factors overlaying the base mapping, areas or "windows" of least potential impact will be established. These corridors will then be checked for geometric limitations and modified/adjusted as required. The net result of this process will be the establishment of possible build alternatives. It is the intent of the City that the Staff Alignment be used as the starting point for alternatives analysis, and that the Preferred Alternative (see subsection C) be developed through an iterative process of minor adjustments or revisions to the Staff Alignment. The Engineer

shall not propose changes that deviate from the intent of the Staff Alignment without prior City approval.

The Engineer will develop a cost analysis for each of the build alternatives as determined by the City. The analysis shall individually list the costs for each component (e.g., turn lanes, channelization, utility relocation, etc.) and a summation of the advantages and disadvantages of each alternate.

b. Centerline Design

The Engineer will prepare centerline design drawings for the possible build alternates at an appropriate scale. This effort will be based on a maximum of three (3) possible project alternatives. The centerline plans shall show the proposed centerline, curve radii, constant right-of-way limits, grade separations, conceptual intersection layouts and vertical alignment. The centerline designs will include conceptual sizing requirements of proposed structures for stream crossings. Proposed bridges and reinforced concrete box culvert locations with their approximate lengths and widths will be shown. All topographic information will be taken from existing mapping and available survey data. Cross sections are to be included at critical locations. Final centerline plans will be submitted to the City for review prior to inclusion in the Planning Report.

c. Preferred Alternative

The possible build alternatives shall be reviewed for environmental impacts, construction costs, and engineering characteristics. After this review the City, will make a recommendation of the Preferred Alternative. The recommendation will be based on the results of the land suitability mapping, and City and other agency comments.

1.7 **Natural Resources**

For all work in this section, it is the City's intent that the Engineer only supplement or incorporate work already done for other contractual work to the City or Charlotte-Mecklenburg Schools.

a. Data Review

The Engineer shall review available information, e.g. National Wetlands Inventory (NWI) maps, Natural Resource Conservation Service (NRCS) soils maps, and the Natural Heritage Program (NHP) protected species database. Information obtained from these and related reference resources shall be applied during subsequent natural resources field investigations. Additionally, the Engineer shall initiate formal consultation with the N.C. Department of Cultural Resources regarding the potential presence of archaeological resources and historic properties.

a. Field Reconnaissance

The Engineer shall perform a field reconnaissance of the Project area to determine the approximate locations of any jurisdictional waters of the United States, including wetlands, and the likely presence of any protected species or sensitive environments, in keeping with the USACE 1987 manual. Any such areas shall not be marked in the field nor shall a survey be performed.

b. Wetlands Delineation

Following determination of the preferred alternate, any wetlands determined present within the proposed construction limits will be delineated in keeping with the USACE 1987 manual and the boundaries will be flagged accordingly. Representative photo-documentation of existing conditions will be filed for future reference. Following the wetland delineation, the Engineer shall coordinate with a USACE representative and City project personnel (including the City's Water Quality Program Administrator) to meet at the site for confirmation of the wetland boundaries, which shall subsequently be surveyed by a N.C. registered surveyor.

1.8 **Conceptual Plans**

All conceptual roadway design for the Project shall conform to the appropriate current American Association of State Highway and Transportation Officials (AASHTO) Green Book, the *Roadside Design Guide*, the *Urban Street Design Guidelines*, the *Charlotte Land Development Standards Manual (CLDSM)*, the

requirements of the North Carolina Department of Transportation (NCDOT) where applicable, and the requirements of the City. Should there be a conflict between standards, the project team will make a determination as to which standard shall govern. Conceptual design and plans for structures and/or storm drainage improvements shall be developed by the Engineer to the extent necessary to establish arrangement of substructure, approximate hydraulic openings where applicable, geometrics, and type of construction. The conceptual plans shall identify any potential design exceptions that may be necessary, including those needed from third parties such as utilities.

a. Base Map
RESERVED

b. Exhibit Maps/Scroll Drawings

The Engineer shall prepare exhibit maps in scroll form for public presentations at a scale as directed by the City's Project Manager. The exhibit maps shall be prepared in accordance with the guidelines equivalent or similar to the NCDOT Roadway Design Manual for preparing Public Hearing Maps. Exhibit maps shall show the following:

- Proposed vertical and horizontal alignments;
- Proposed traffic lane lines, crosswalks, and stop bars;
- Proposed sidewalk, curb and gutter, and median locations;
- Proposed transit facilities, if applicable;
- Proposed bicycle facilities;
- Proposed right-of-way and easement lines;
- Typical roadway sections;
- Critical cross sections as directed by the City's Project Manager;
- Conceptual storm drainage improvements (including proposed pipes and ditches outside main roadway); and
- Major utilities relocation (overhead and underground) - per private and public utility companies.

The Engineer shall include on the scroll drawings all required data necessary to properly estimate the right-of-way cost. The required data shall consist of the property owner's name, street address, and tax parcel

number, and the approximate area in square feet of fee simple, temporary easements, and permanent easements. The Engineer shall show the approximate offset from the face of the existing curb or edge of pavement to the proposed new property lines and to the construction easements.

d. *Permanent Storm Drainage Easements*

The Engineer shall prepare a separate list indicating which property owners will be required to sign a permanent storm drainage easement (PSDE). The list shall include tax parcels and addresses.

1.9 ***Conceptual Traffic Control Plans***

The Engineer shall furnish conceptual traffic control plans for the recommended alternate that will indicate the Engineer's proposed phasing of construction for the Project including any utility construction and/or relocation. The Engineer shall prepare the conceptual traffic control plans in conjunction with the conceptual plans for the recommended alternate.

As directed by the Project Manager, a written description of phasing (if necessary), traffic flow, and traffic control measures may be submitted instead of conceptual plans.

1.10 ***Environmental Site Assessment***

RESERVED – to be performed by the City.

1.11 ***Geotechnical Subsurface Investigations***

The City will perform or contract all necessary geotechnical work. However, the Engineer shall identify to the City all necessary geotechnical subsurface investigations needed to design the Preferred Alternative, including material testing necessary for completion of final design documents. These investigations may include soil boring, pavement testing and design, analysis, laboratory testing, and engineering recommendations.

1.12 ***Private Development Coordination***

RESERVED -- to be performed by the City.

1.13 *Coordination with Charlotte Area Transit System (CATS)*

RESERVED -- to be performed by the City.

1.14 *Planning Technical Memorandum*

The Engineer shall prepare a planning technical memorandum (the "Memorandum") detailing all proposed alternates developed for the Project. The Memorandum shall address the following:

- projected route function;
- Conceptual drawings for the Preferred Alternative;
- Design criteria;
- Construction cost estimates in City-standard format;
- Statement of needed property and easement acquisition(s) including square footages to be acquired;
- A utilities coordination summary of private and public utilities;
- Document and identify all permits that will be required to complete the Project (e.g., erosion control, Corps of Engineers 404 Permit, storm water permits);
- A summary of the public involvement process; and
- Other attachments and documents developed by the Engineer, as determined by the Project Team.

1.15 *Conceptual Landscape Plan*

RESERVED

2. FIELD SURVEY COORDINATION

2.1 *Survey/Mapping Services to Be Provided By the City*

RESERVED.

2.2 *Survey/Mapping Services To Be Provided By the Engineer*

The Engineer shall be responsible for requesting and coordinating all survey/mapping services as follows:

- Furnishing to Survey/Mapping any available survey data relevant to the Project;

- Conducting a field review of the baseline survey map and promptly reporting any deficiencies to the Surveyor;
- Responding in a timely manner to all requests for additional Project information;
- Preparing a right-of-way summary list in a format that can be uploaded into the City's REM Real Estate system. Tabulating all fee simple, permanent and/or temporary easements including underlying fee simple land currently maintained as right-of-way, and area remaining required for the Project. Including the lot number, property owner's name, address, and tax code in the table. The summary list shall incorporate the City's Visual Basic routine;
- Ensuring all construction plans shall display the name, address, and phone number of the survey firm that prepared the base mapping; and
- Requesting and facilitating project meetings as necessary.

3. COORDINATION OF UTILITIES AND UTILITIES BY OTHERS PLANS

The Engineer shall coordinate the design of all utility relocations required to construct the proposed Project improvements. The City's Utility Coordinator will provide the Engineer with the names, addresses and contact person of the utilities. The Engineer shall provide coordination with privately and publicly owned utilities which may be affected by the design of the Project and whose respective owners are responsible for the design and adjustments to these utilities. The City's Project Manager and Utility Coordinator shall be copied on all correspondence or communications and invited to any meetings between the Engineer and any utility, agency, and/or railroad. The Engineer shall maintain a log of all such transmittals, noting the Project name, date of transmittal, and date that responses were received. All tasks shall be completed in accordance with the City' of Charlotte – Engineering Services Utility Coordination and Relocation Process. Complete coordination of utilities and utility plans shall include, but not be limited to the following tasks.

- 3.1 The Engineer shall contact and meet with all utilities (private and public), agencies and railroad companies whose facilities (both existing and proposed) are located within the Project limits and may be affected by proposed alternate designs being considered for the Project. The Engineer shall request that the

utilities provide documentation that defines the location or description of existing easements of record, including blanket easements, within the Project limits.

- 3.2
- a. The Engineer shall obtain horizontal location data from the City, as necessary, to determine the location of existing utility facilities (both above-ground and underground) that may impact the Project (refer to Section 2 – Field Survey Coordination).
 - b. The Engineer shall also obtain vertical location data, via the City Project Manager, as necessary to determine the location of existing underground utility facilities that may impact the Project. (The City's Project Manager, in conjunction with the City Utility Coordinator, may use subsurface utility engineering (i.e., vacuum excavations, etc.) to gather the required vertical data (refer to Section 2 – Field Survey Coordination).
- 3.3
- a. The Engineer shall incorporate into the alternate designs the needs of the utilities as provided to the Engineer by the utilities affected by the alternate designs;
 - b. The Engineer shall also incorporate into the alternate designs the needs of CDOT regarding street lighting, traffic signals, interconnect, and traffic signal poles as provided to the Engineer by CDOT, the City's Utility Coordinator, and/or the City's Project Manager.
 - c. The Engineer shall coordinate the resolution of any conflicts (both private and public) identified for temporary and permanent utility relocations. The Engineer must also ensure that coordination between the utilities, (e.g., pole owners and attachees) has occurred. These resolutions shall be included in the preferred alternate design.
 - d. The Engineer must prepare a utility coordination summary consisting of information from Sections 3.3 a, b, and c. for inclusion in the Planning Report (see Exhibit 1 – Section 1.14 *Planning Report*).
 - e. The Engineer shall submit all plans for review to the City's Project

Manager, City's Utility Coordinator, and all affected utilities.

- 3.4 The Engineer shall design major relocations listed in the scope of services and all incidental adjustments for existing City-owned utilities (i.e., water, sewer, traffic signal interconnect, etc.) required to construct the Project. CDOT will design and provide to the Engineer any traffic signal installations and/or relocations.
- 3.5 RESERVED
- 3.6 The Engineer shall show the location of all existing and proposed utilities on the final design plans and shall indicate all proposed underground and overhead utilities to be reconstructed and/or relocated as part of the Project.
- 3.7 The Engineer shall also provide utilities-by-others (UBO) plans and a utility sequencing schedule with the final design plans. The UBO plans will include the following (all per CAD standards):
- All public and private utility information will show at 100%; all other plan information will be screened at 25% (percentage may vary slightly for different plotters/copiers as requested by project manager).
 - Existing utility facilities, aerial lines, and underground lines will be thinner line weight.
 - Proposed utility facilities, aerial lines, and underground lines will be thicker line weight.
 - Plan symbols will differentiate existing vs. proposed.
 - Notes for tree trimming will show at 100% (not screened).
 - Utility Information Boxes (UIB) for each proposed pole will provide owner, attachees, depth of pole, pole height, attachment heights, cuts and fills, and show at 100% (not screened).
 - Proposed aerial line angles will be noted and the need for guy wires and easements will be included.
 - Proposed aerial lines will be noted with the name(s) of the utility owner.

The utility sequencing schedule shall include the estimated relocation durations,

as confirmed by each individual utility, for temporary and permanent utility relocations, as well as a determination of what utility relocation work can be completed prior to construction.

3.8 In cases where utility relocation cannot occur prior to the start of construction, the Engineer shall ensure that the information on the final pole locations, tree removals/clearing, grading , and sequencing work is included on the "Final Construction Plans," the "Utility-By-Others Plans" and/or in the Construction Contract as "Project Special Provisions – Utility Relocations."

3.9 The Engineer shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section. The Engineer will be responsible for miscommunicated information on the utilities-by-others plans.

4. PRELIMINARY DESIGN PHASE

RESERVED

5. FINAL DESIGN PHASE

RESERVED

6. RIGHT-OF WAY-PHASE

RESERVED

7. CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

RESERVED

8. PROJECT ADMINISTRATION

8.1 Monthly Status Meetings

Monthly status meetings shall be held between the City's Project Manager and the Engineer during the course of the Project. The Engineer shall prepare and submit minutes of these meetings to the City's Project Manager within ten (10) calendar days. The Engineer or the City's Project Manager shall schedule the meetings. The City's Project Manager reserves the right to cancel or call for additional meetings as deemed necessary.

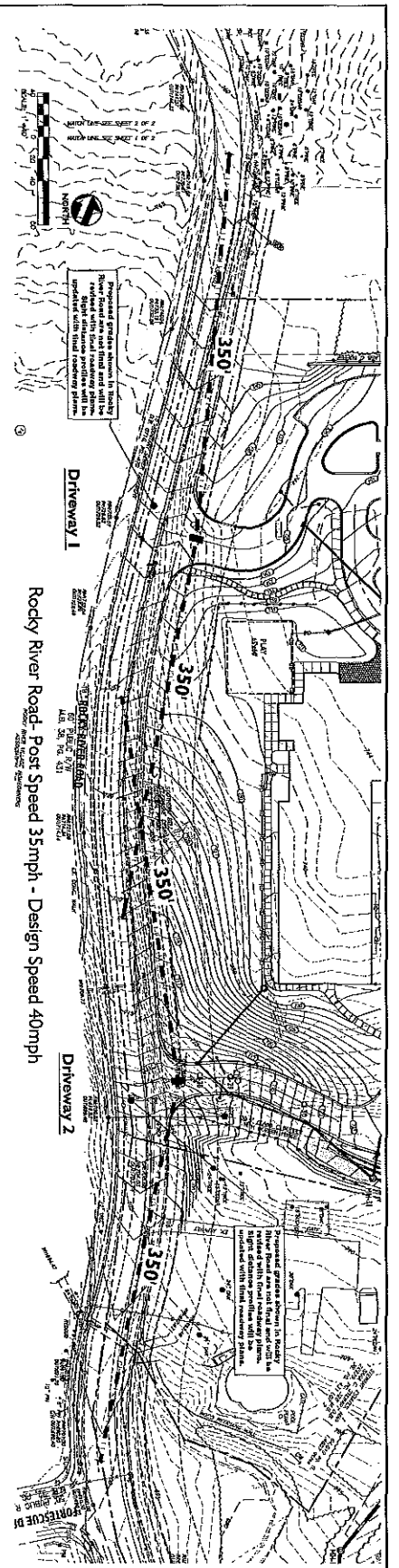
8.2 Monthly Status Reports

The Engineer shall prepare monthly status reports and deliver the reports to the City's Project Manager a minimum of three (3) business days prior to the monthly status meeting or by the 15th of every month if no meeting is scheduled. The status report shall summarize work completed and percent complete for the current month and the work scheduled to be completed for the upcoming month. The Engineer shall make all plans and Project work available for review and examination by City staff.

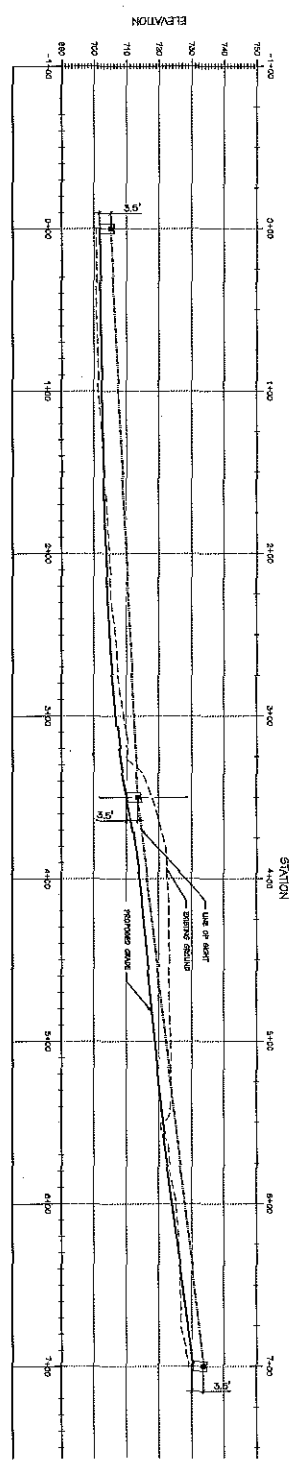
EXHIBIT C

CITY APPROVED LAND DEVELOPMENT PLAN LDC-2013-00211

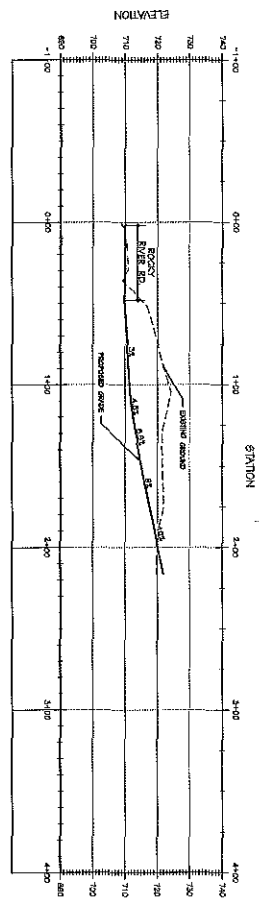
dated , 2014



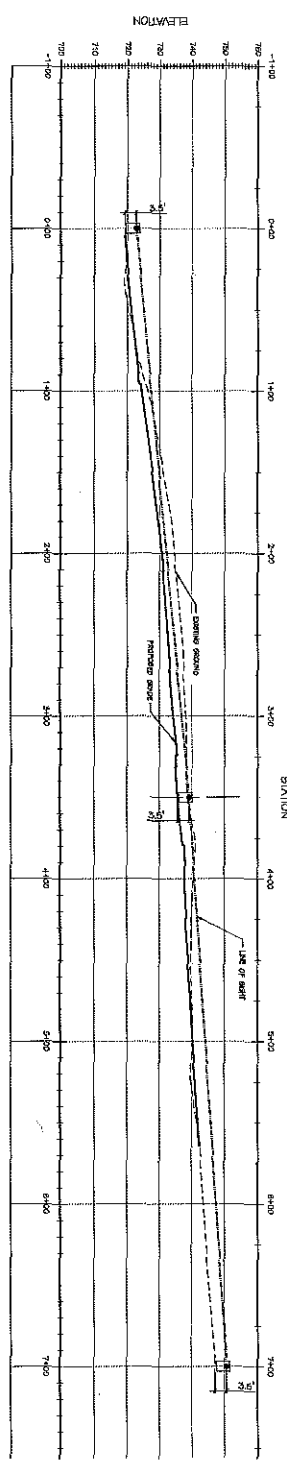
Sight Distance - Driveway 2-Profile H' = 30V' I' = 15'



Driveway 2 Centerline-Profile H' = 30V' I' = 15'



Sight Distance- Driveway 1-Profile H' = 30V' I' = 15'

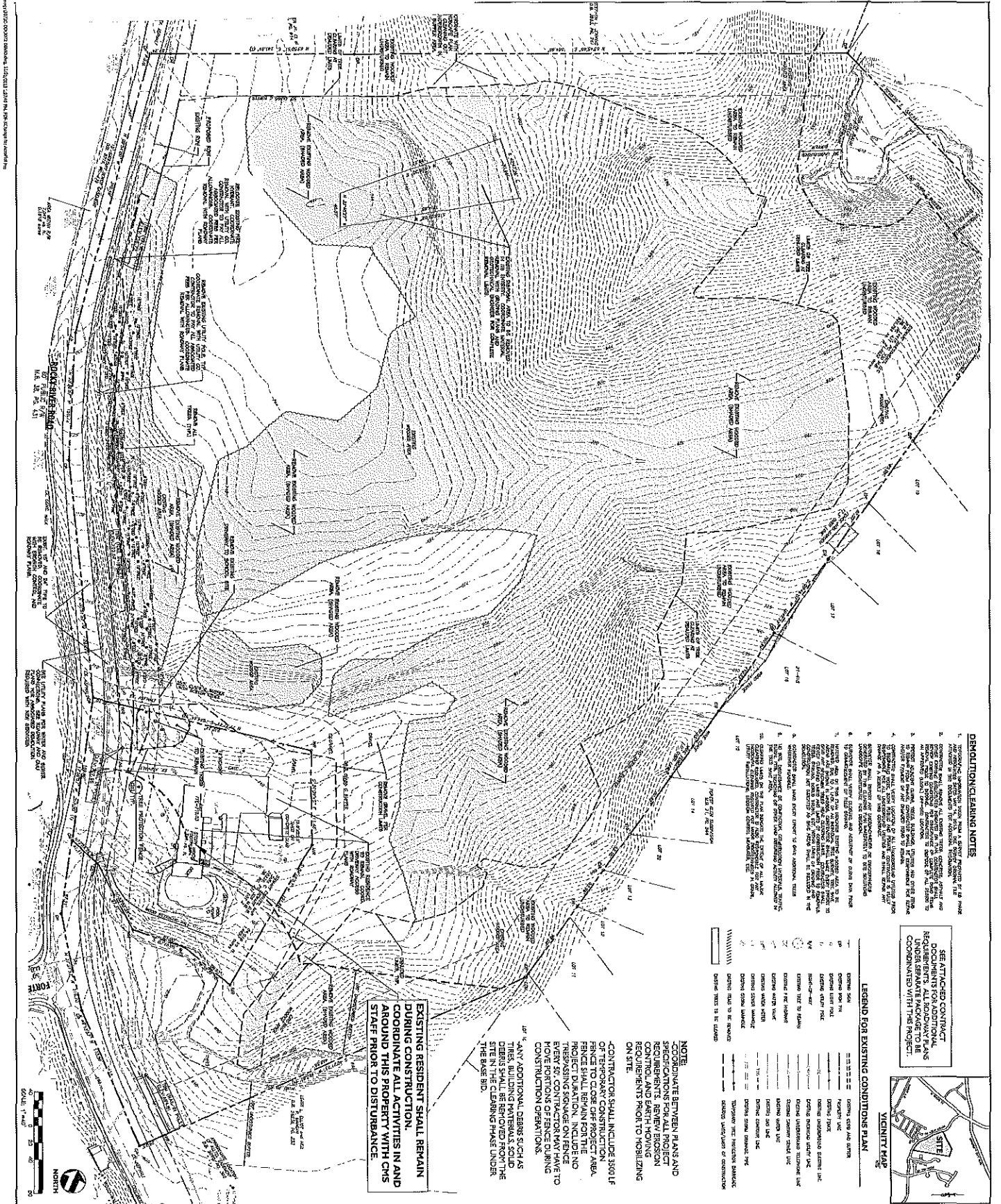


DATE: 02/10/14
PROJECT: NEW/REPLACEMENT
SCHOOL: ROCKY RIVER ROAD
PROJECT NO: 2013
DRAWING TITLE: DRIVEWAY SIGHT DISTANCE PROFILES
SCALE: C102.3
DESIGNER: CDM
CHECKER: CDM
DATE: 02/10/14

Perkins Eastman
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ANN ARBOR, MI 48106
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WWW.PERKINS-EASTMAN.COM

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CONSTRUCTION TECHNOLOGISTS
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- DEMOLITION/EARLY NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 FORT COLLINS CONSTRUCTION MANUAL.
 2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, ERECTION, AND/OR OTHER STRUCTURES THAT ARE TO REMAIN UNLESS OTHERWISE INDICATED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 4. CONTRACTOR SHALL MAINTAIN ALL EXISTING VEGETATION AND TREES THAT ARE TO REMAIN UNLESS OTHERWISE INDICATED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE PATTERNS AND CHANNELS THROUGHOUT CONSTRUCTION.
 6. CONTRACTOR SHALL MAINTAIN ALL EXISTING ACCESS AND EGRESS ROUTES THROUGHOUT CONSTRUCTION.
 7. CONTRACTOR SHALL MAINTAIN ALL EXISTING STORM WATER INFLOW AND OUTFLOW ROUTES THROUGHOUT CONSTRUCTION.
 8. CONTRACTOR SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 9. CONTRACTOR SHALL MAINTAIN ALL EXISTING SLOPE PROTECTION THROUGHOUT CONSTRUCTION.
 10. CONTRACTOR SHALL MAINTAIN ALL EXISTING FLOOD PROTECTION THROUGHOUT CONSTRUCTION.

LEGEND FOR EXISTING CONDITIONS PLAN

- Existing 100 Year Flood
- Existing 500 Year Flood
- Existing 100 Year Flood
- Existing 500 Year Flood
- Existing 100 Year Flood
- Existing 500 Year Flood
- Existing 100 Year Flood
- Existing 500 Year Flood
- Existing 100 Year Flood
- Existing 500 Year Flood



NOTE
CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, ERECTION, AND/OR OTHER STRUCTURES THAT ARE TO REMAIN UNLESS OTHERWISE INDICATED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

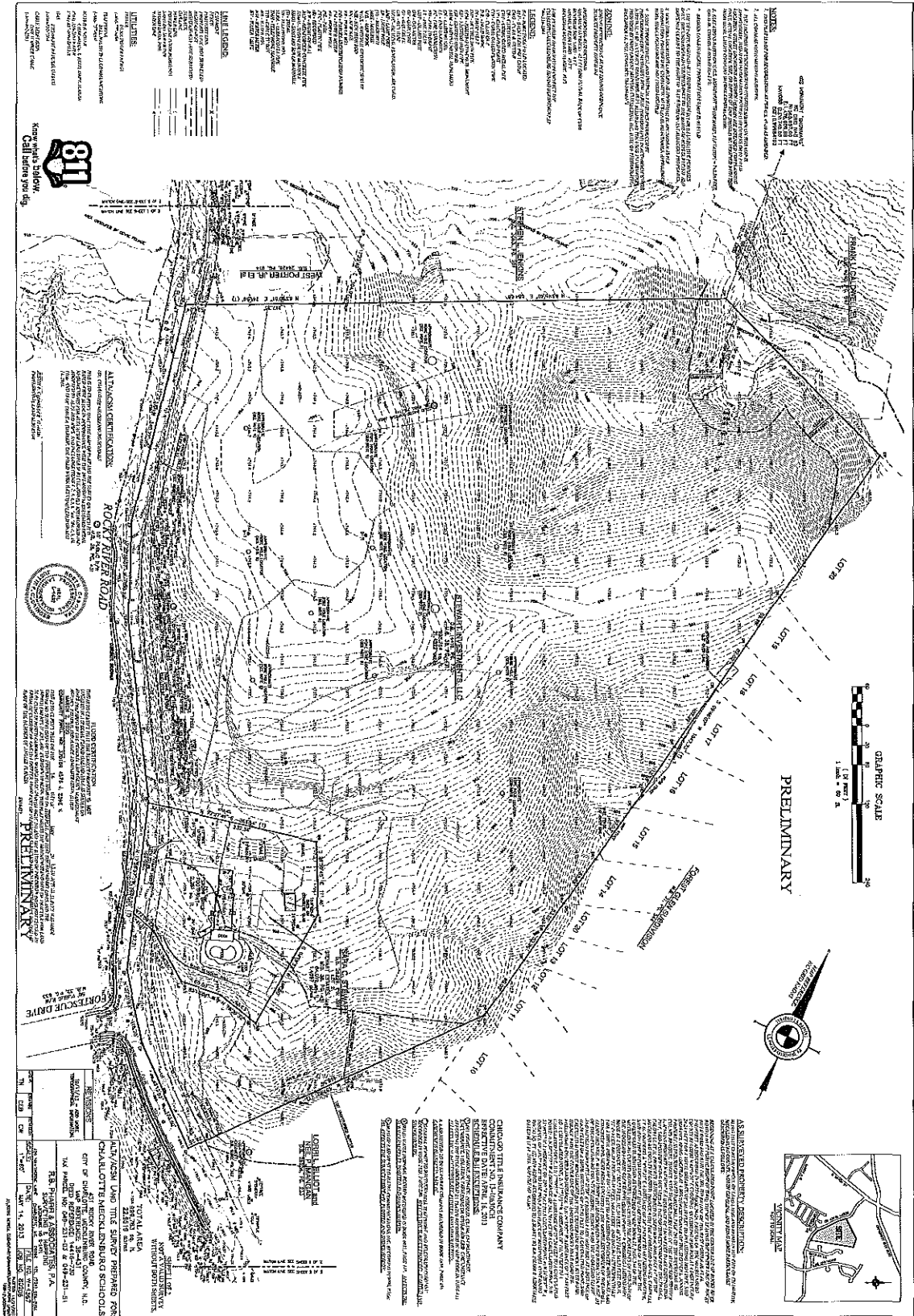
EXISTING RESIDENT SHALL REMAIN DURING CONSTRUCTION. COORDINATE ALL ACTIVITIES IN AND AROUND THIS PROPERTY WITH CMS STAFF PRIOR TO DISTURBANCE.

CMS
NEWELL ELEMENTARY SCHOOL REPLACEMENT
451 WEST HOBBS STREET, FORT COLLINS, CO 80501
PROJECT NO. 2013-01
DATE: FEBRUARY 10, 2014

C001
EXISTING CONDITIONS DEMOLITION PLAN

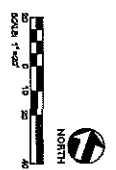
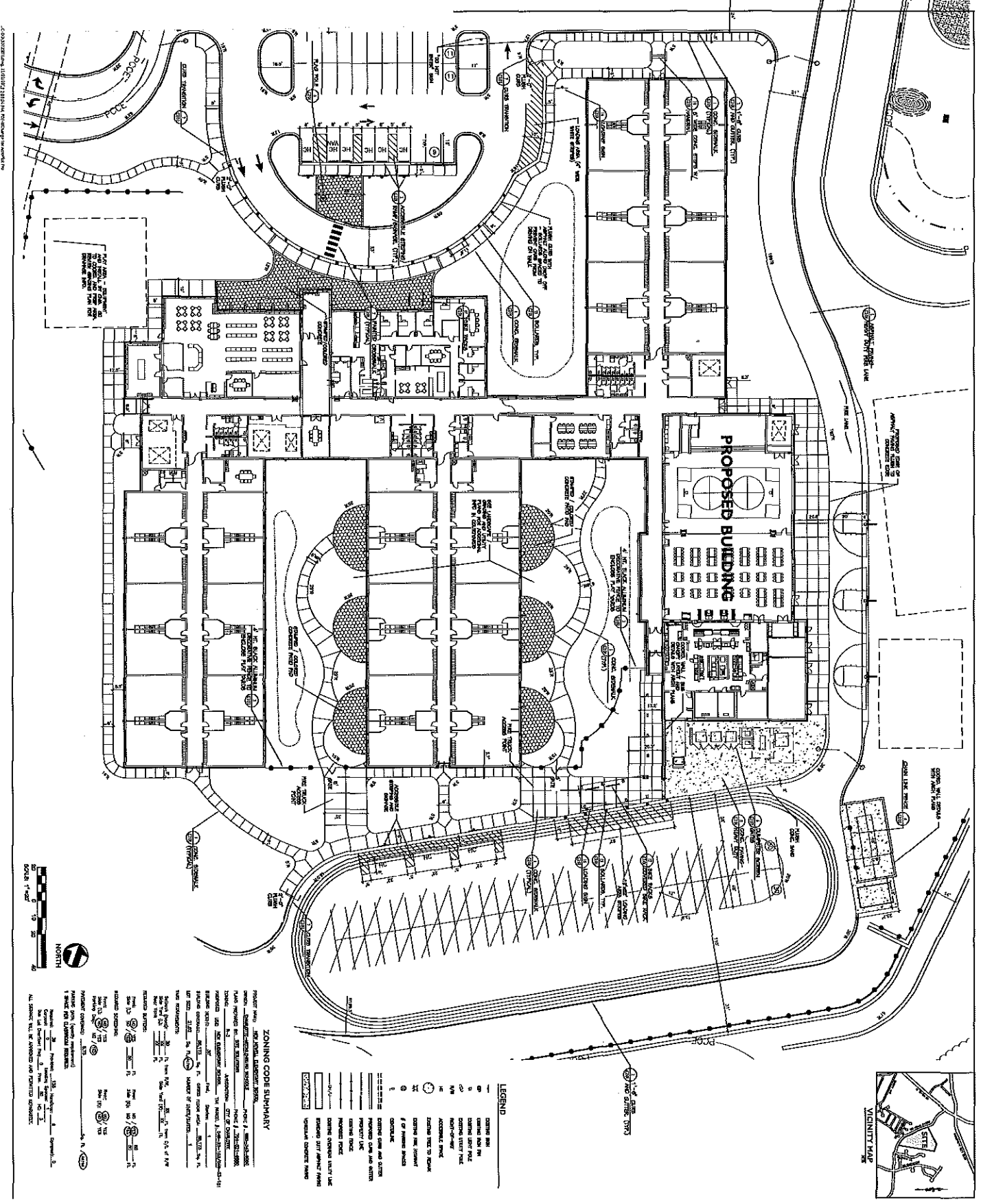
Perkins Eastman
1500 STREET, SUITE 100, FORT COLLINS, CO 80501
PHONE: 970.223.2100
WWW.PERKINS-EASTMAN.COM

DATE: FEBRUARY 10, 2014
SCALE: 1"=50'



11/20/2013 10:41:00 AM - Project: 11/20/2013 10:41:00 AM - User: 11/20/2013 10:41:00 AM - Page: 114 of 114

4:00022014 (Rev. 12/10/12) 231514-14-01-00000-0000-0000-0000-0000



ZONING CODE SUMMARY

PROPOSED: **RESIDENTIAL-EDUCATIONAL**

PERMITTED: **RESIDENTIAL-EDUCATIONAL**

REQUIREMENTS: **MINIMUM LOT AREA: 10,000 SQ. FT.**

MINIMUM SETBACKS: **FRONT: 10 FT., SIDE: 10 FT., REAR: 10 FT.**

MAXIMUM BUILDING HEIGHT: **35 FT.**

MAXIMUM COVERAGE: **25%**

MAXIMUM FLOOR AREA: **10,000 SQ. FT.**

MAXIMUM NUMBER OF UNITS: **20**

MAXIMUM NUMBER OF STORIES: **3**

MAXIMUM NUMBER OF PARKING SPACES: **20**

MAXIMUM NUMBER OF DRIVEWAYS: **10**

MAXIMUM NUMBER OF SIGNAGE: **10**

MAXIMUM NUMBER OF ADVERTISEMENTS: **10**

LEGEND

- (Symbol) EXISTING SIDEWALK
- (Symbol) EXISTING DRIVE
- (Symbol) EXISTING DRIVE PAVEMENT
- (Symbol) EXISTING DRIVE CURB
- (Symbol) EXISTING DRIVE CURB AND GUTTER
- (Symbol) EXISTING DRIVE CURB AND GUTTER WITH SIDEWALK
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Perkins Eastman

1/1/14

Site Plan

Entertainment

C101.1

DATE: 1/1/14

PROJECT NO: 2014-01

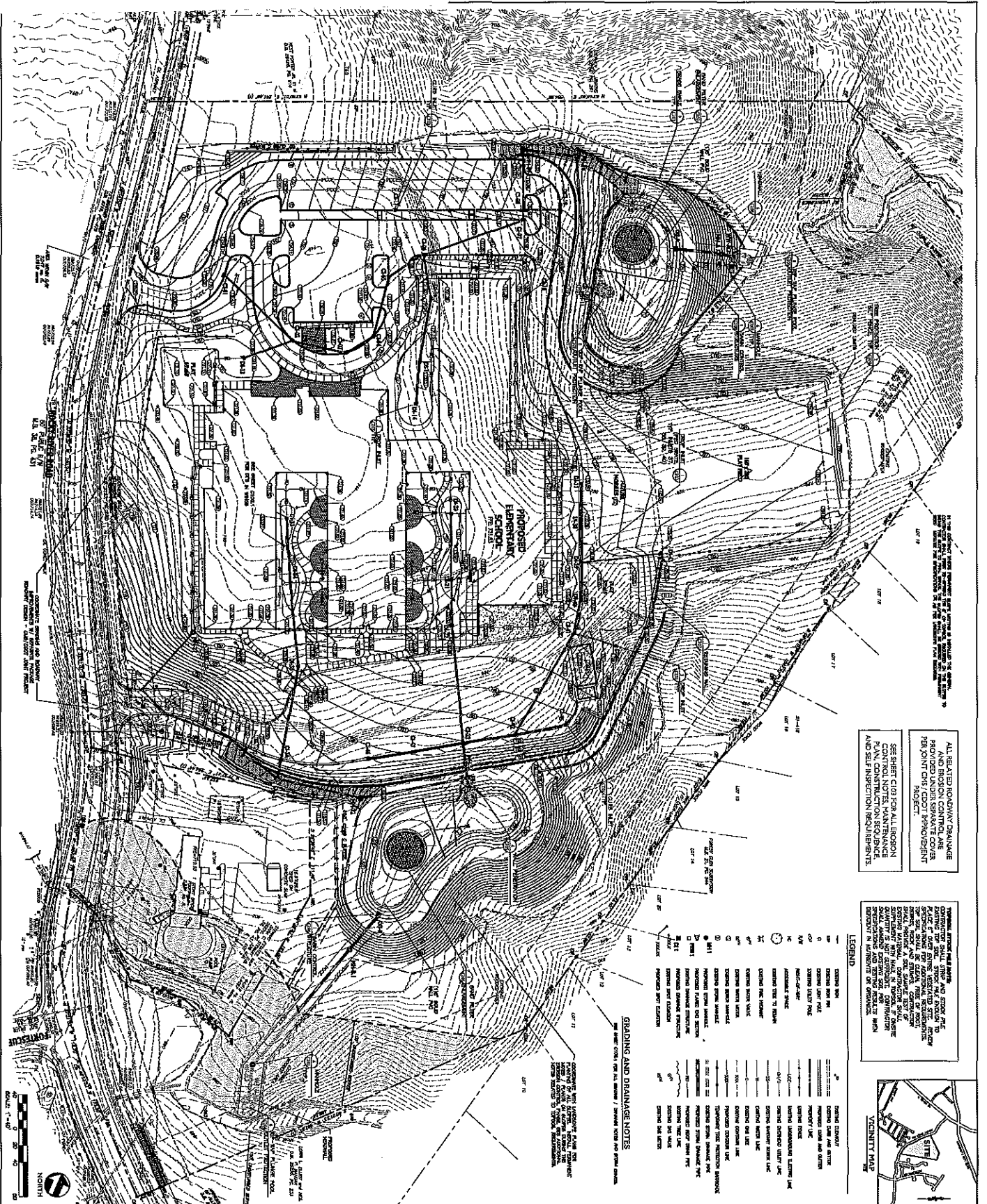
41 WEST BROAD STREET, SUITE 2000, CHARLOTTE, NC 28202

PERKINS EASTMAN

1000 CONSTRUCTION DOCUMENTS

008 PROJECT & TABULAR

DATE: DECEMBER 8, 2013



ALL RELATED HOODWAY, DRAINAGE AND EROSION CONTROL ARE PROVIDED UNDER SEPARATE COVERS PER JOINT O&M / COST IMPROVEMENT PROJECT.

SEE SHEET C103 FOR ALL EROSION CONTROL NOTES, MAINTENANCE AND SELF INSPECTION REQUIREMENTS.

CONTRACTOR SHALL VERIFY AND SHOW THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.



GRADING AND DRAINAGE NOTES

- 1. ALL GRADING SHALL BE TO FINISH GRADE UNLESS OTHERWISE NOTED.
- 2. ALL DRAINAGE SHALL BE TO THE STREET OR TO THE STORM SEWER UNLESS OTHERWISE NOTED.
- 3. ALL DRAINAGE SHALL BE TO THE STREET OR TO THE STORM SEWER UNLESS OTHERWISE NOTED.
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Perkins Eastman

CHMS
 NEWELL ELEMENTARY SCHOOL REPLACEMENT

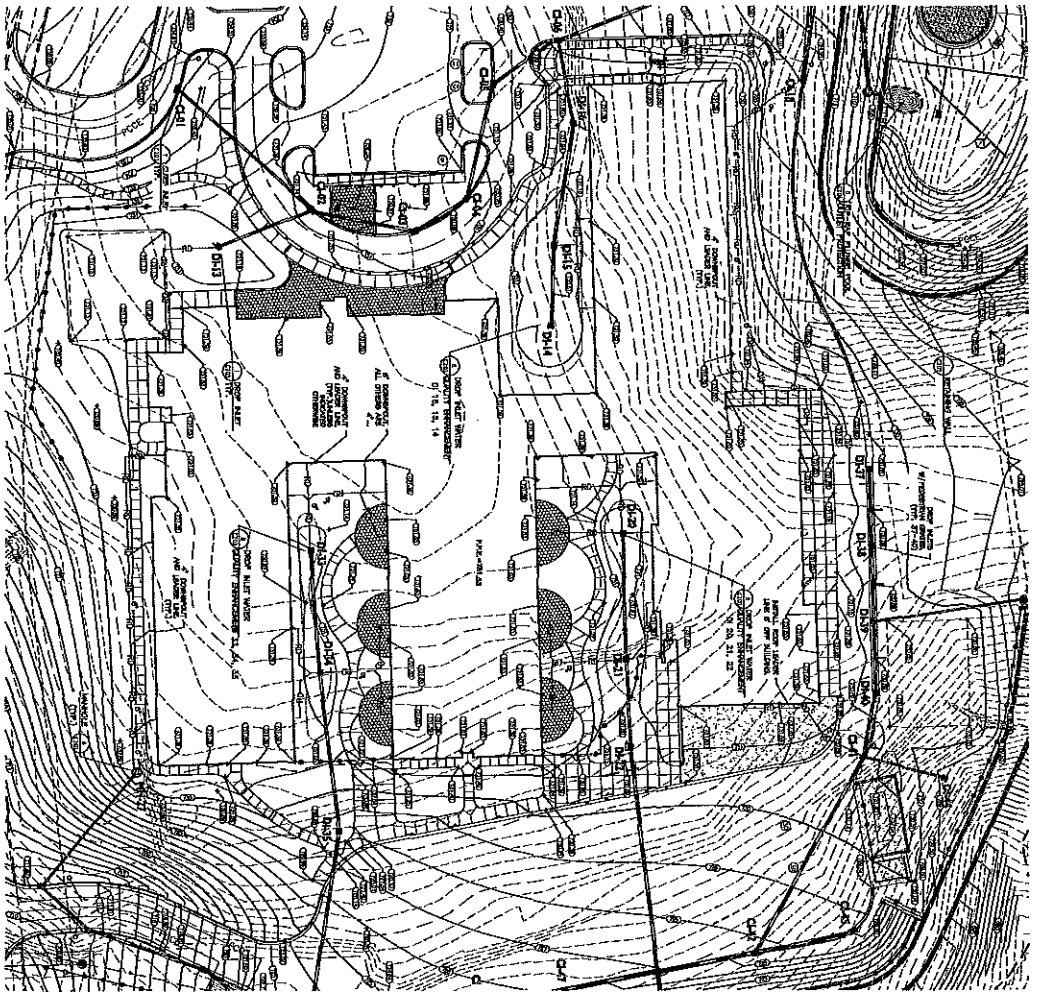
CHMS PROJECT # 24-004
 DATE: DECEMBER 8, 2013

Grading/Drainage Plan

C102

100% CONSTRUCTION DOCUMENTS

DATE: DECEMBER 8, 2013



ONE YEAR CONTINUED MAINTENANCE AGREEMENT

THIS AGREEMENT SHALL BE SUBJECT TO THE COMPLETION OF THE CONTINGENT AND FINAL MAINTENANCE INSPECTION REPORTS.

MAINTENANCE INSPECTION REPORTS

The Contractor shall submit to the Owner, within the time period specified in the contract documents, a final maintenance inspection report. This report shall include, but not be limited to, the following information:

1. A list of all items inspected.
2. A description of the condition of each item inspected.
3. A list of all items that require repair or replacement.
4. A list of all items that require special maintenance.
5. A list of all items that require special attention.
6. A list of all items that require special care.
7. A list of all items that require special handling.
8. A list of all items that require special storage.
9. A list of all items that require special disposal.
10. A list of all items that require special transportation.
11. A list of all items that require special insurance.
12. A list of all items that require special bonding.
13. A list of all items that require special financing.
14. A list of all items that require special leasing.
15. A list of all items that require special selling.
16. A list of all items that require special marketing.
17. A list of all items that require special advertising.
18. A list of all items that require special promotion.
19. A list of all items that require special public relations.
20. A list of all items that require special community relations.
21. A list of all items that require special government relations.
22. A list of all items that require special media relations.
23. A list of all items that require special industry relations.
24. A list of all items that require special labor relations.
25. A list of all items that require special environmental relations.
26. A list of all items that require special safety relations.
27. A list of all items that require special health relations.
28. A list of all items that require special quality relations.
29. A list of all items that require special cost relations.
30. A list of all items that require special time relations.
31. A list of all items that require special risk relations.
32. A list of all items that require special legal relations.
33. A list of all items that require special tax relations.
34. A list of all items that require special accounting relations.
35. A list of all items that require special information relations.
36. A list of all items that require special technology relations.
37. A list of all items that require special innovation relations.
38. A list of all items that require special sustainability relations.
39. A list of all items that require special social relations.
40. A list of all items that require special ethical relations.
41. A list of all items that require special governance relations.
42. A list of all items that require special leadership relations.
43. A list of all items that require special communication relations.
44. A list of all items that require special collaboration relations.
45. A list of all items that require special partnership relations.
46. A list of all items that require special alliance relations.
47. A list of all items that require special joint venture relations.
48. A list of all items that require special consortium relations.
49. A list of all items that require special network relations.
50. A list of all items that require special ecosystem relations.
51. A list of all items that require special value relations.
52. A list of all items that require special competitive relations.
53. A list of all items that require special strategic relations.
54. A list of all items that require special tactical relations.
55. A list of all items that require special operational relations.
56. A list of all items that require special performance relations.
57. A list of all items that require special productivity relations.
58. A list of all items that require special efficiency relations.
59. A list of all items that require special effectiveness relations.
60. A list of all items that require special impact relations.
61. A list of all items that require special legacy relations.
62. A list of all items that require special reputation relations.
63. A list of all items that require special brand relations.
64. A list of all items that require special identity relations.
65. A list of all items that require special image relations.
66. A list of all items that require special perception relations.
67. A list of all items that require special attitude relations.
68. A list of all items that require special behavior relations.
69. A list of all items that require special emotion relations.
70. A list of all items that require special cognition relations.
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72. A list of all items that require special volition relations.
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74. A list of all items that require special reaction relations.
75. A list of all items that require special interaction relations.
76. A list of all items that require special transaction relations.
77. A list of all items that require special communication relations.
78. A list of all items that require special information relations.
79. A list of all items that require special knowledge relations.
80. A list of all items that require special skills relations.
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94. A list of all items that require special solutions relations.
95. A list of all items that require special answers relations.
96. A list of all items that require special resolutions relations.
97. A list of all items that require special decisions relations.
98. A list of all items that require special actions relations.
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- READING AND DRAINAGE NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND WALLS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE AND MARKINGS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIGHTING AND ELECTRICAL SYSTEMS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MECHANICAL AND PLUMBING SYSTEMS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURAL MEMBERS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FOUNDATIONS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CONCRETE SURFACES.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ASPHALT SURFACES.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING GRAVEL SURFACES.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND SUBSOILS.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER TABLES.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING GROUNDWATER.
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURFACE WATER.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRAINAGE PATTERNS.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRAINAGE STRUCTURES.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRAINAGE SYSTEMS.
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 100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRAINAGE SYSTEMS.

Site Schedule

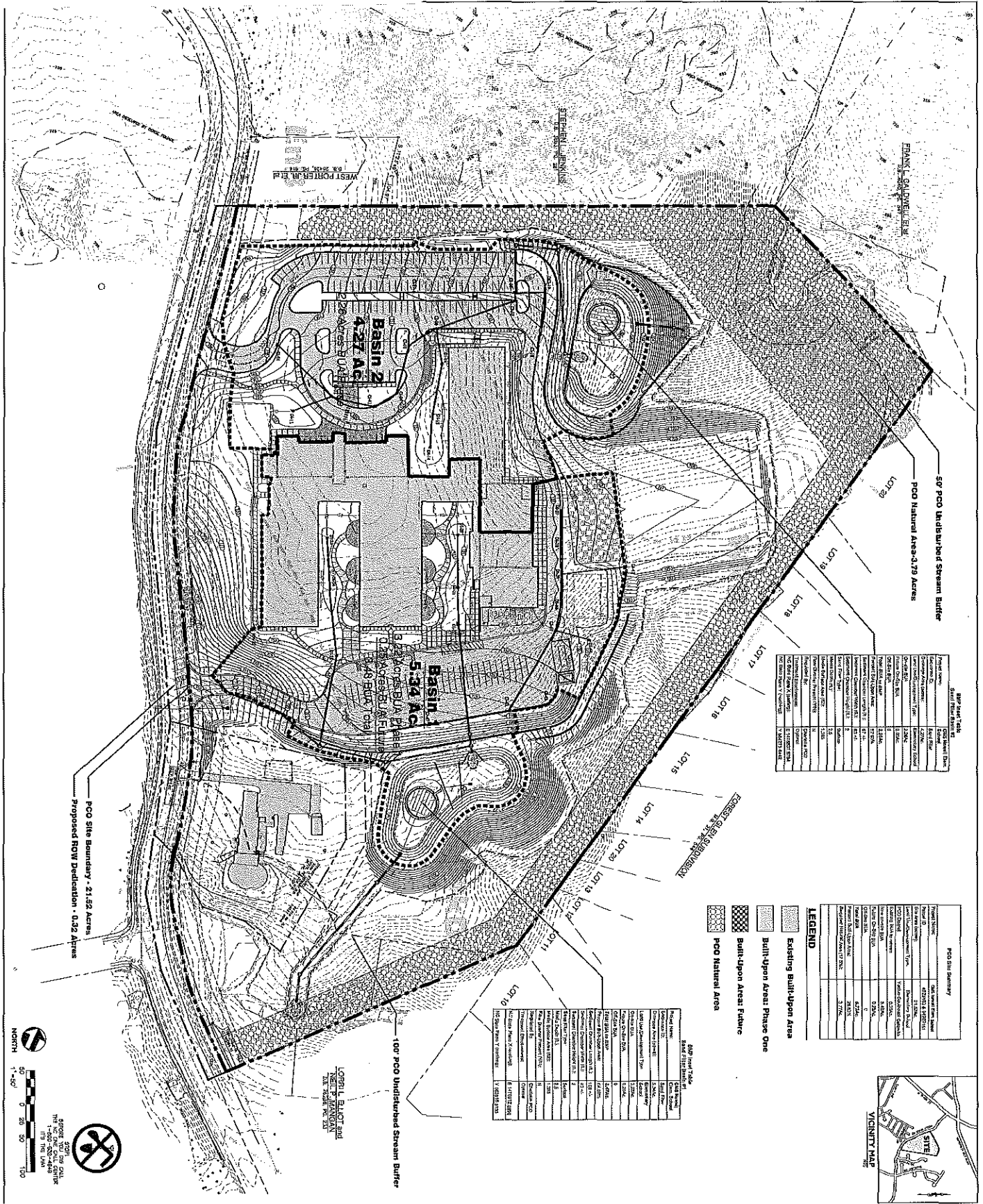
Activity	Start	End	Duration	Notes
Site Preparation	01/15/14	02/15/14	31	
Excavation	02/15/14	03/15/14	31	
Foundation	03/15/14	04/15/14	31	
Structural	04/15/14	05/15/14	31	
Roofing	05/15/14	06/15/14	31	
Interior	06/15/14	07/15/14	31	
Exterior	07/15/14	08/15/14	31	
Final	08/15/14	09/15/14	31	

Perkins Eastman

Grading/Drainage Notes / Enhancements

C102.1

100% CONSTRUCTION DOCUMENTS
ONE PROJECT 12/26/2014
DATE: December 4, 2013



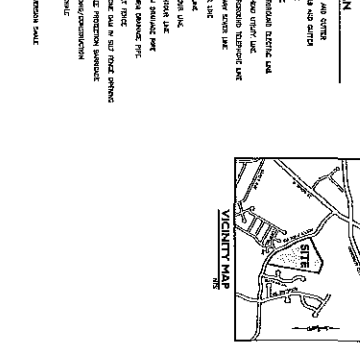
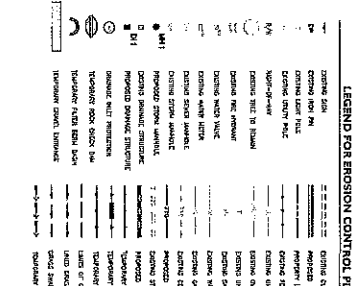
NOTE: CONTRACTOR TO REVIEW AND COMPLETE THE REQUIRED DOCUMENTS, SUBMIT PLAN FOR REVIEW WITHIN 15 DAYS OF NTA.

NOTICE TO CONTRACTOR TO REVIEW AND COMPLETE THE REQUIRED DOCUMENTS, SUBMIT PLAN FOR REVIEW WITHIN 15 DAYS OF NTA.

SEALING REQUIREMENTS: CONTRACTOR MUST SEAL ALL EROSION CONTROL MEASURES AT THE END OF THE EROSION CONTROL PERIOD AS SHOWN ON THE DRAWING. CONTRACTOR SHALL MAINTAIN THE SEALING REQUIREMENTS THROUGHOUT THE PROJECT DURATION.

CONSTRUCTION SEQUENCE:

1. SITE PREPARATION: REMOVE EXISTING VEGETATION AND GRASS.
2. EROSION CONTROL MEASURES: INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE DRAWING.
3. CONSTRUCTION: PROCEED WITH CONSTRUCTION AS SHOWN ON THE DRAWING.
4. MAINTENANCE: MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE PROJECT DURATION.
5. DECOMMISSIONING: REMOVE EROSION CONTROL MEASURES AT THE END OF THE EROSION CONTROL PERIOD.



SEALING REQUIREMENTS: CONTRACTOR MUST SEAL ALL EROSION CONTROL MEASURES AT THE END OF THE EROSION CONTROL PERIOD AS SHOWN ON THE DRAWING.

SUBMITAL, STREAM BUFFER NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A CLEAR BUFFER ZONE OF 10 FEET FROM THE STREAM THROUGHOUT THE PROJECT DURATION.
2. THE CONTRACTOR SHALL NOT ALLOW ANY EROSION CONTROL MEASURES TO BE INSTALLED WITHIN THE BUFFER ZONE.
3. THE CONTRACTOR SHALL NOT ALLOW ANY CONSTRUCTION EQUIPMENT TO OPERATE WITHIN THE BUFFER ZONE.
4. THE CONTRACTOR SHALL NOT ALLOW ANY LOGS OR BRANCHES TO BE DEPOSITED IN THE STREAM.
5. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE SILT OR SOIL TO BE WASHED INTO THE STREAM.
6. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE TURBIDITY TO BE INTRODUCED INTO THE STREAM.
7. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE VEGETATION TO BE REMOVED FROM THE STREAM BANKS.
8. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE ROOTS TO BE REMOVED FROM THE STREAM BANKS.
9. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE BRUSH OR WEEDS TO BE REMOVED FROM THE STREAM BANKS.
10. THE CONTRACTOR SHALL NOT ALLOW ANY EXCESSIVE GRASS OR HERBACEOUS VEGETATION TO BE REMOVED FROM THE STREAM BANKS.

PERMANENT SEEDING:

1. PERMANENT SEEDING SHALL BE COMPLETED WITHIN 30 DAYS OF THE END OF THE EROSION CONTROL PERIOD.

2. PERMANENT SEEDING SHALL BE COMPLETED USING A SEED MIX THAT IS SUITABLE FOR THE SOIL TYPE AND CLIMATE.

3. PERMANENT SEEDING SHALL BE COMPLETED USING A SEED MIX THAT IS SUITABLE FOR THE SOIL TYPE AND CLIMATE.

4. PERMANENT SEEDING SHALL BE COMPLETED USING A SEED MIX THAT IS SUITABLE FOR THE SOIL TYPE AND CLIMATE.

CONSTRUCTION SEQUENCE:

1. SITE PREPARATION: REMOVE EXISTING VEGETATION AND GRASS.
2. EROSION CONTROL MEASURES: INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE DRAWING.
3. CONSTRUCTION: PROCEED WITH CONSTRUCTION AS SHOWN ON THE DRAWING.
4. MAINTENANCE: MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE PROJECT DURATION.
5. DECOMMISSIONING: REMOVE EROSION CONTROL MEASURES AT THE END OF THE EROSION CONTROL PERIOD.

MAINTENANCE PLAN:

1. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED DURING THE PROJECT DURATION.

2. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED DURING THE PROJECT DURATION.

3. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED DURING THE PROJECT DURATION.

4. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED DURING THE PROJECT DURATION.

5. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED DURING THE PROJECT DURATION.

Perkins Eastman

Seal: PROJECT ENGINEER PERKINS EASTMAN INC. 1/10/13

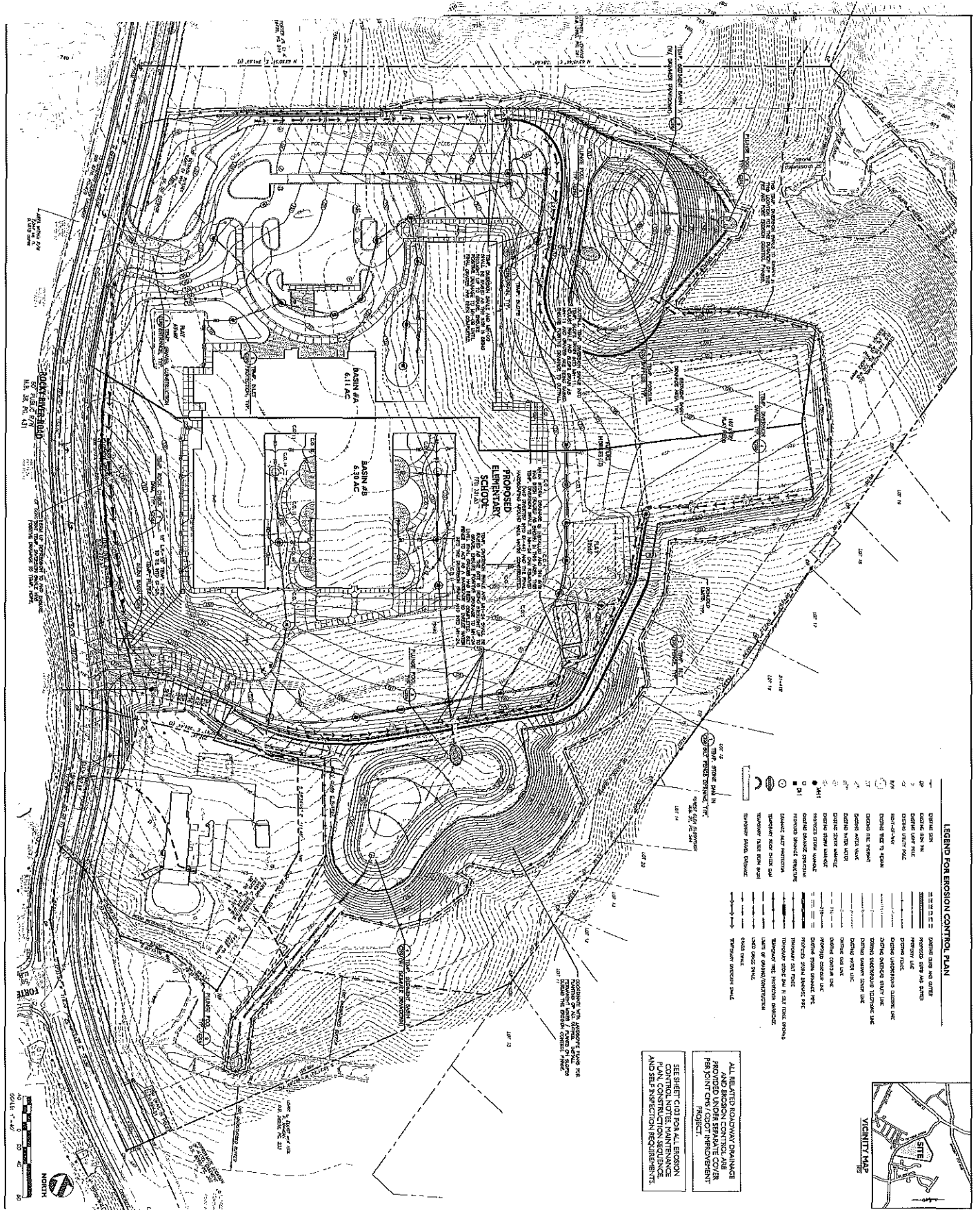
Scale: AS SHOWN ON DRAWING

Project Title: NEWELL ELEMENTARY SCHOOL REPLACEMENT

Project No.: 2012-00

Client: NEWELL ELEMENTARY SCHOOL DISTRICT

Contractor: CH2M HILL



LEGEND FOR EROSION CONTROL PLAN

SP	EXISTING SPUR	-----	EXISTING DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 1	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 2	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 3	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 4	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 5	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 6	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 7	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 8	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 9	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 10	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 11	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 12	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 13	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 14	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 15	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 16	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 17	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 18	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 19	-----	PROPOSED DRIVE AND DRIVE
DR	EXISTING DRIVE NO. 20	-----	PROPOSED DRIVE AND DRIVE



ALL RELATED ROADWAY DRAINAGE AND EROSION CONTROL ARE PROVIDED UNDER SEPARATE COVER FOR EACH OF THE IMPROVEMENT PROJECTS.

SEE SHEET C103 FOR ALL EROSION CONTROL NOTES, MAINTENANCE PLAN, CONSTRUCTION SEQUENCE AND SFP INSPECTION REQUIREMENTS.

PROJECT TITLE: PERKINS EASTMAN

CLIENT: PERKINS EASTMAN

PROJECT NO.: 2013-001

DATE: 1/17/13

SCALE: AS SHOWN

Perkins Eastman

1000 WEST HOCKEY PLAZA SUITE 400
 CHICAGO, IL 60606
 TEL: 312.424.2000
 FAX: 312.424.2001
 WWW.PERKINS-EASTMAN.COM

CHMS

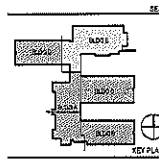
CHICAGO HOCKEY MULTISPORTS CENTER
 401 WEST HOCKEY PLAZA SUITE 400
 CHICAGO, IL 60606
 PROJECT NO. 2013-001

POST Conditions
 Erosion Control Plan

C103.2

1/17/13

SCALE: 1" = 40'



Perkins Eastman

Client: CHARLOTTE-MECKLENBURG BOARD OF EDUCATION, CHARLOTTE-MECKLENBURG SCHOOLS, CHARLOTTE, NC 28202

Title: DESIGN RESOURCE GROUP, 200 SOUTH COLLEGE STREET, SUITE 210, CHARLOTTE, NC 28202

Architect: PERKINS EASTMAN, 100 SARDIS ROAD, SUITE 100, CHARLOTTE, NC 28203

Project No: 1302 60M DRAFT, CHARLOTTE, NC 28212

Project Title: CMS NEVELL ELEMENTARY SCHOOL REPLACEMENT

331 WEST ROCKY RIVER ROAD, CHARLOTTE, NC 28215

Product No: 32041.00

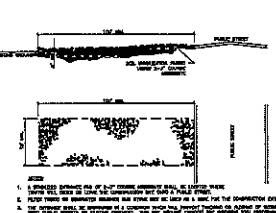
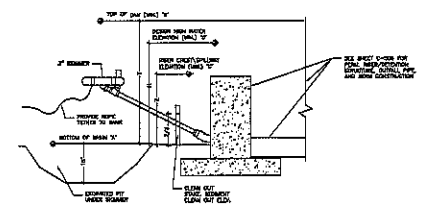
Sheet Title: Site Construction Details

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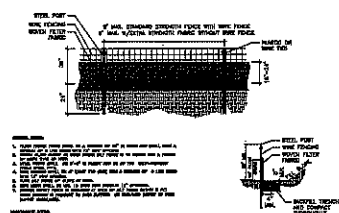
C200

100% CONSTRUCTION DOCUMENTS, CMS PROJECT # 240.04

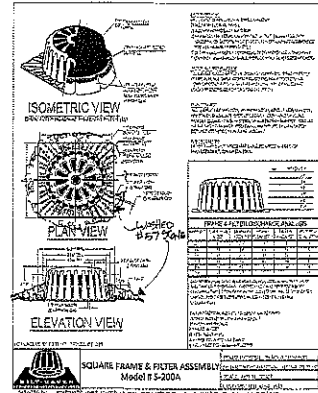
Date: December 9, 2013



1 Temporary Gravel Construction Entrance, NCDOTR STD. 6.06



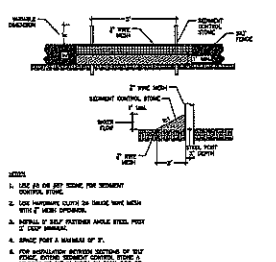
2 Temporary Silt Fence Detail, NCDOTR STD. 6.02



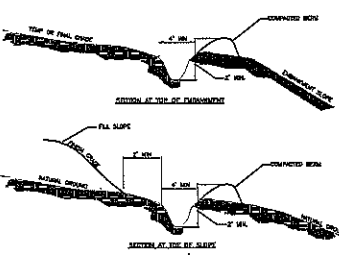
5 Temporary Inlet Protection, NCDOTR STD. 6.20

Table with columns: DATE, TIME, BY, CHECKED BY, APPROVED BY, and rows for various stages of the project.

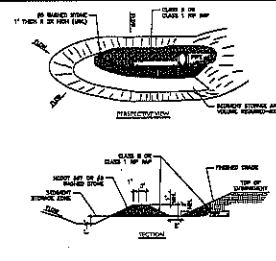
- GENERAL NOTES: 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS... 2. ALL SLOPES SHALL BE PROTECTED WITH EROSION CONTROL... 3. ALL SLOPES SHALL BE PROTECTED WITH EROSION CONTROL... 4. ALL SLOPES SHALL BE PROTECTED WITH EROSION CONTROL...



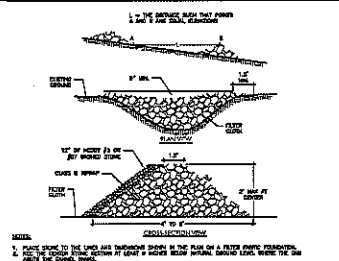
3 Temporary Stone Dam in Silt Fence Opening, N.T.A.



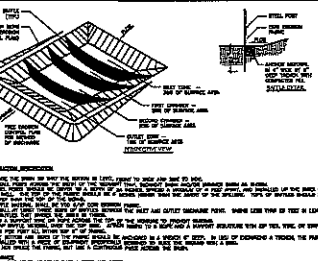
4 Temporary Diversion Swale, NCDOTR STD. 6.22



6 Temporary Filter Berm Basin, NCDOTR STD. 6.23

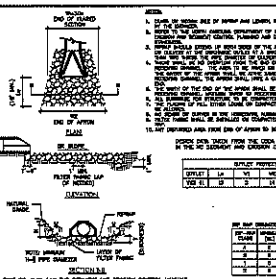


7 Temp. Rock Check Dam, NCDOTR STD. 6.23

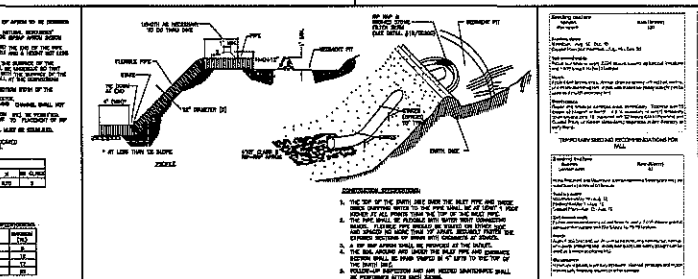


8 Temporary Baffle Installation, NCDOTR STD. 6.26

9 Temporary Sediment Basin, NCDOTR STD. 6.31



10 Outlet Protection, NCDOTR STD. 6.41

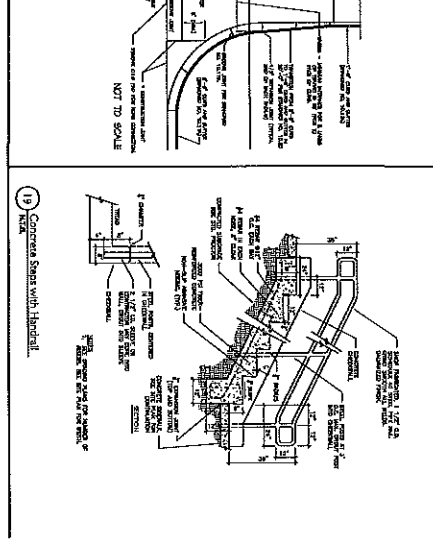
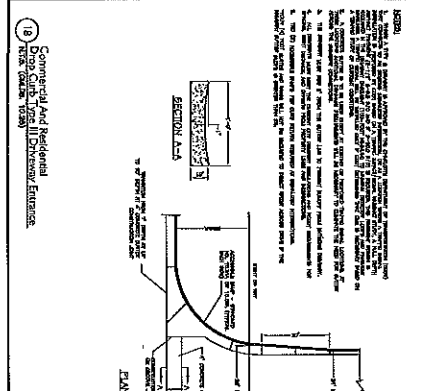
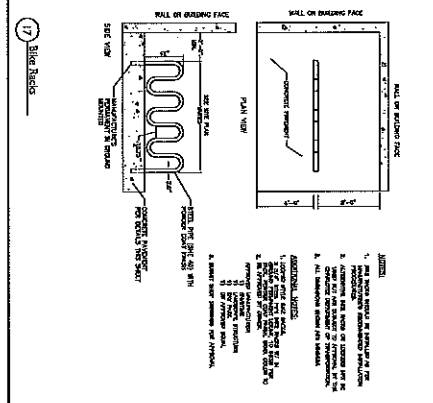
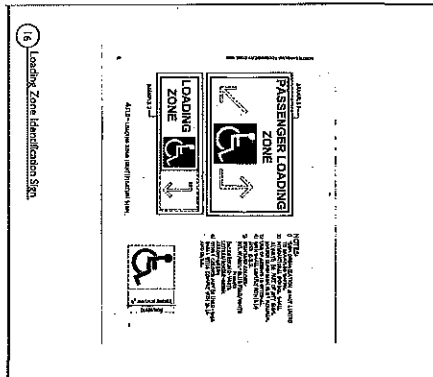
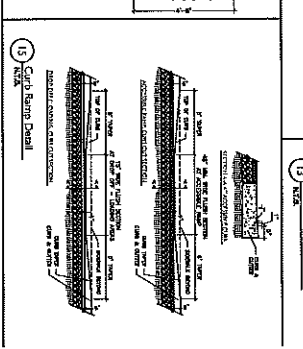
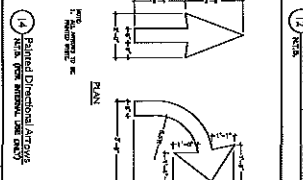
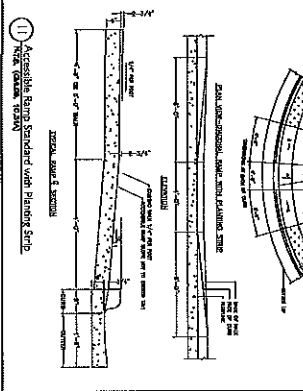
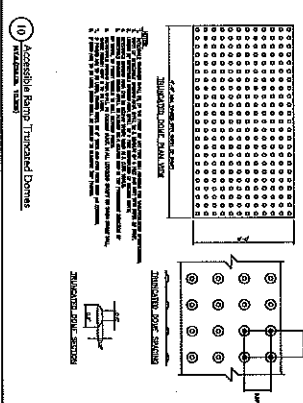
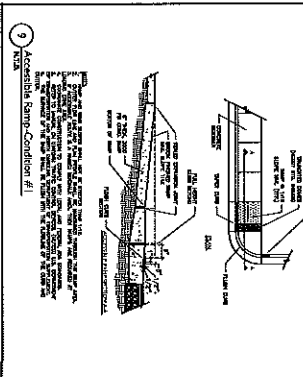
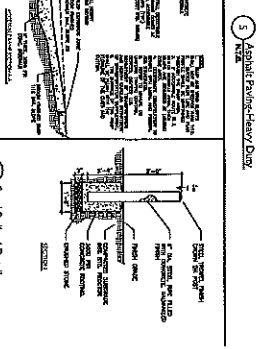
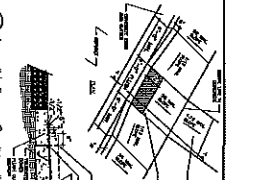
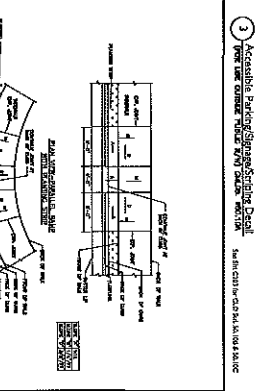
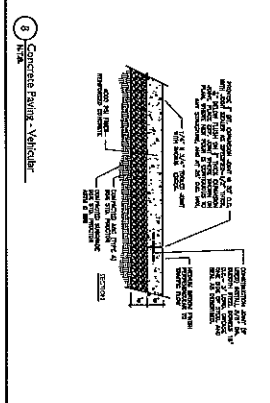
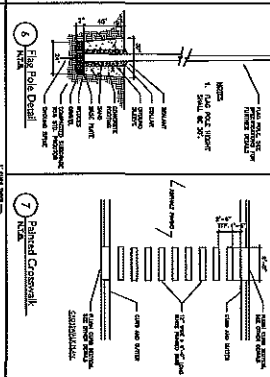
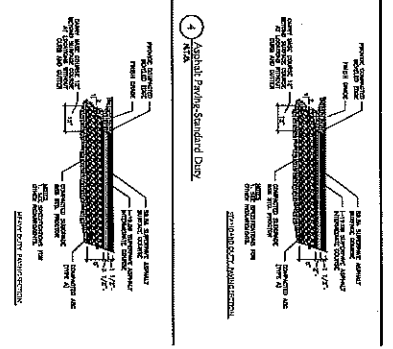
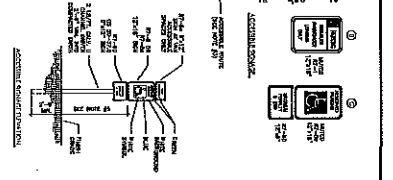
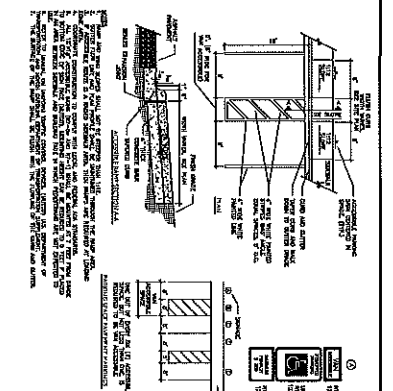
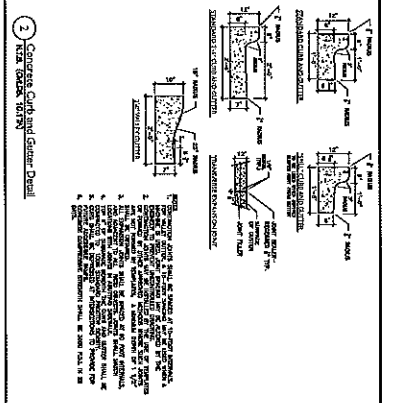
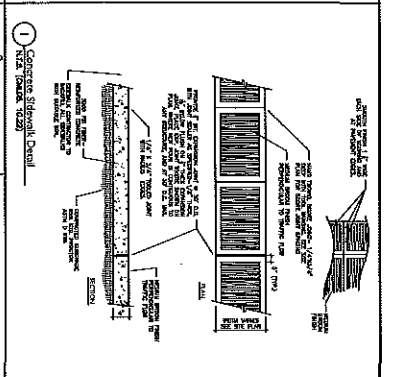


11 Temporary Slope Drain, NCDOTR STD. 6.32

Table with columns: DATE, TIME, BY, CHECKED BY, APPROVED BY, and rows for various stages of the project.

12 Seeding Specifications for Temporary Erosion Control, NCDOTR STD. 6.10

13 Seeding Specifications for Permanent Erosion Control, NCDOTR STD. 6.11



Perkins Eastman
 1100 N. Dearborn Street
 Chicago, IL 60610
 312.427.1000
 www.perkinseastman.com

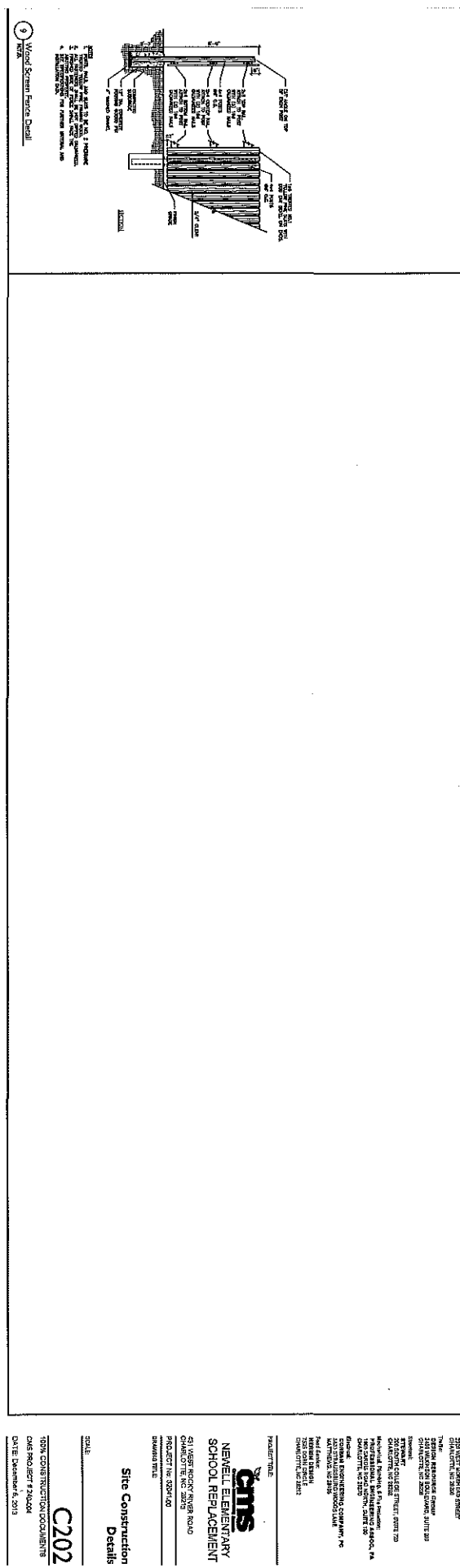
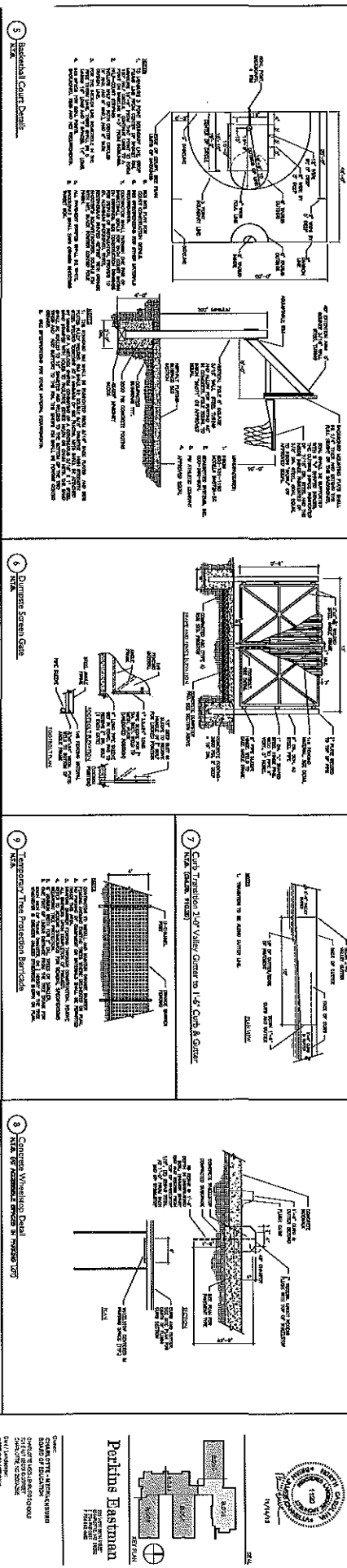
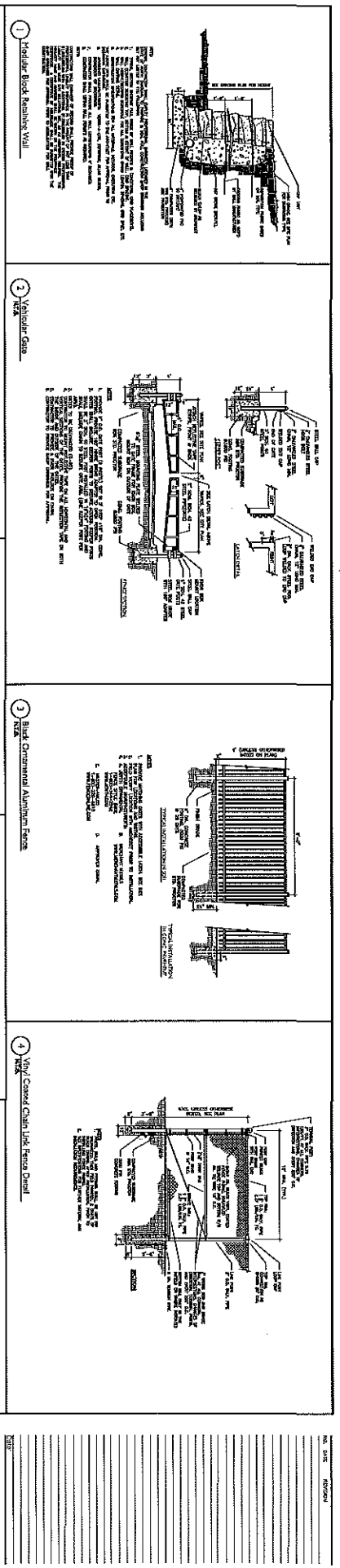
1/10/13

100% CONSTRUCTION DOCUMENTS
 ONE PROJECT / 17-00004
 DATE: September 4, 2013

SCALE: C201

Site Construction Details

PROJECT: NEWELL ELEMENTARY SCHOOL REPLACEMENT
 431 WEST RIVER ROAD
 CHICAGO, IL 60609
 PROJECT NO. 2013-00
 DRAWING TITLE: Site Construction Details



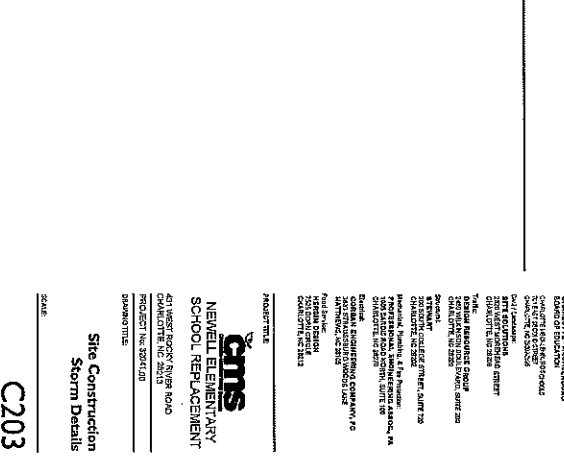
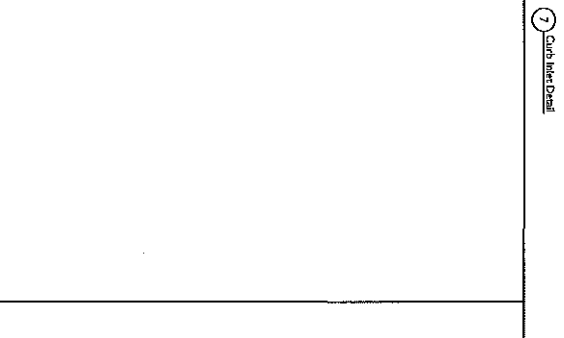
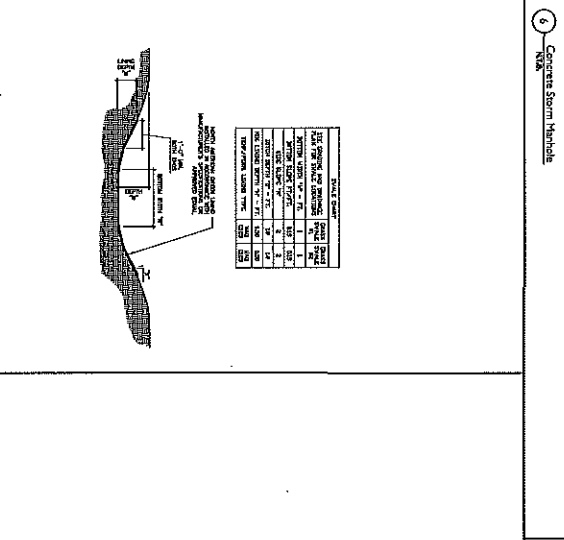
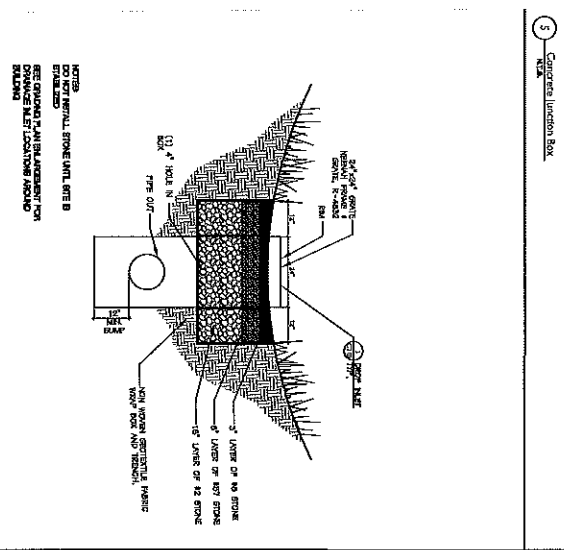
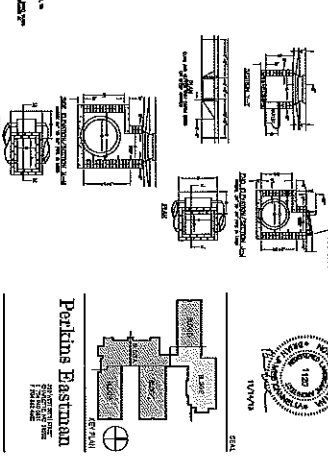
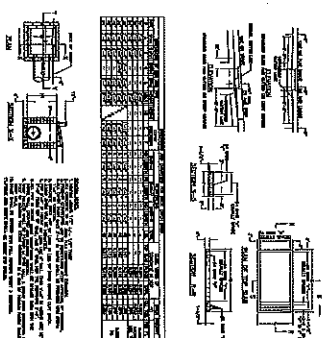
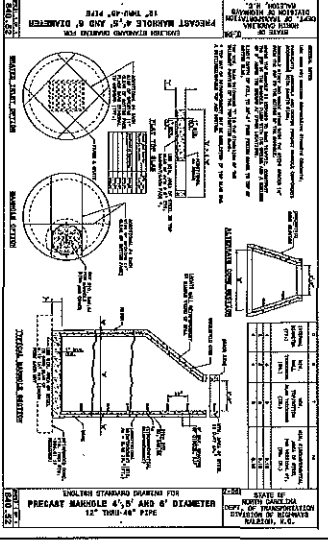
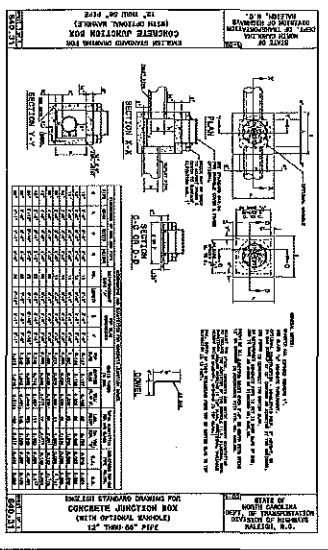
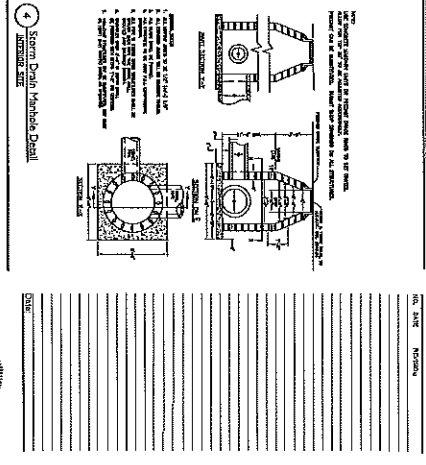
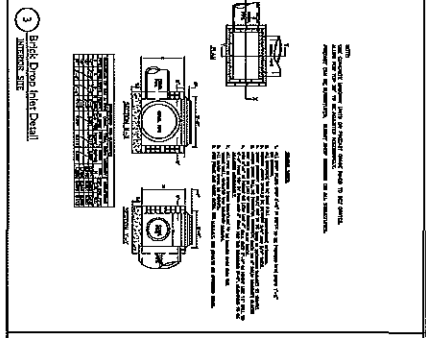
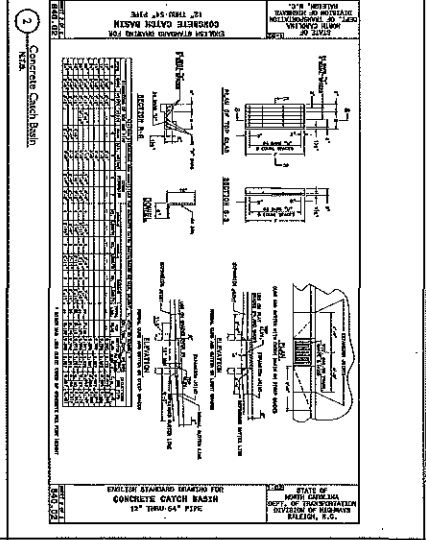
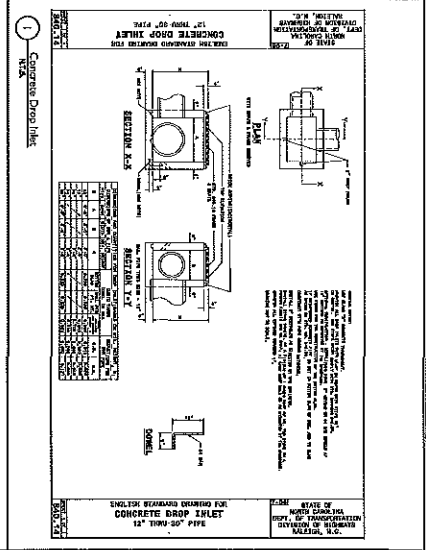
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 CHECKED: [Signature]
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 SCALE: 1/8" = 1'-0"

Perkins Eastman
 ARCHITECTS
 1000 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C. 20004
 TEL: 202.462.3000
 FAX: 202.462.3001
 WWW.PERKINS-EASTMAN.COM

GMS
 GENERAL CONTRACTORS
 411 WEST RIVER ROAD
 CHARLOTTE, NC 28203
 PROJECT NO. 2004-00
 DRAWING TITLE:
 DATE: December 6, 2013

Site Construction Details

C202
 100% CONSTRUCTION DOCUMENTS
 DATE: December 6, 2013



PROJECT NO. 2013-01-01
DATE: December 8, 2013

SCALE: 1" = 1'-0"

C203

Site Construction Storm Details

CONSTRUCTION DOCUMENTS
DATE: December 8, 2013

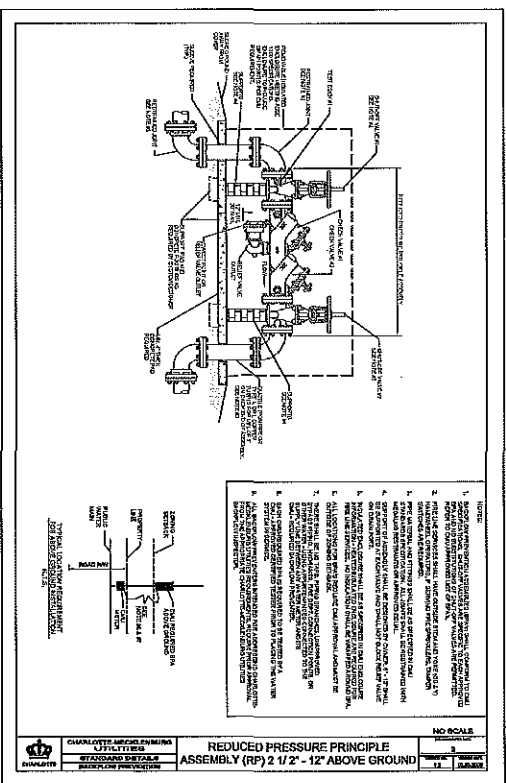
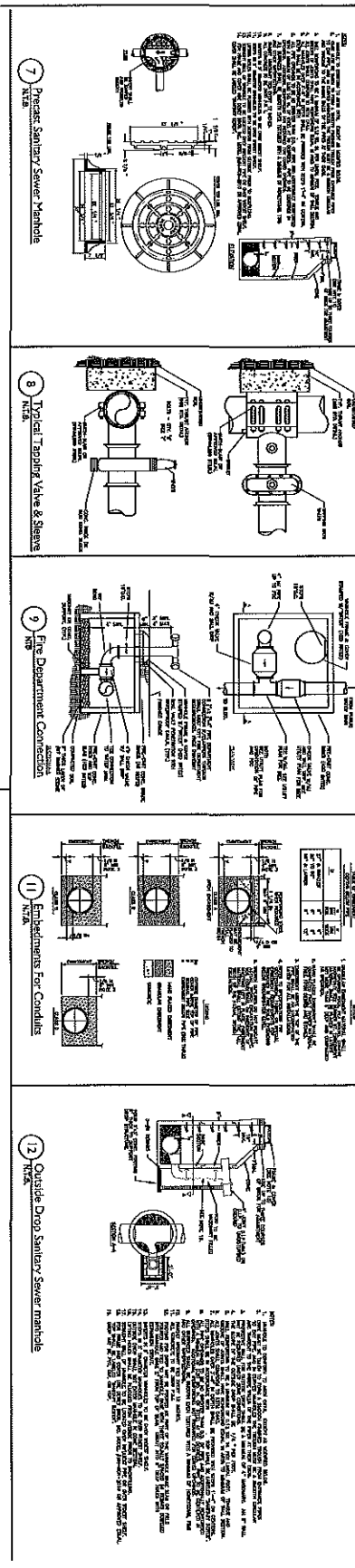
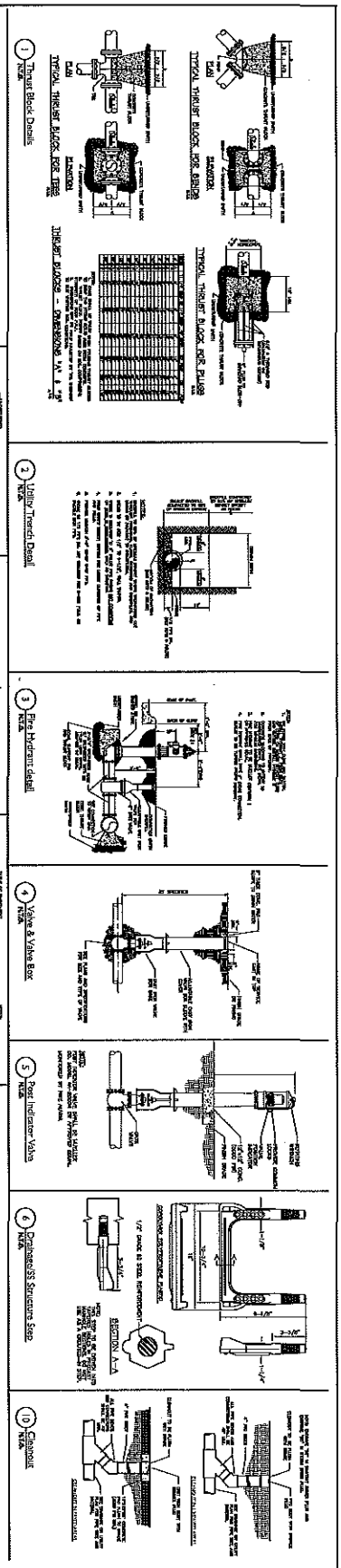
Perkins Eastman
ARCHITECTS

1120
10/1/13

CONTRACT: NEWELL ELEMENTARY SCHOOL REPLACEMENT
PROJECT NO. 2013-01-01
DATE: December 8, 2013

GMS
NEWELL ELEMENTARY SCHOOL REPLACEMENT
STORM DRAINAGE

CONSTRUCTION DOCUMENTS
DATE: December 8, 2013



14 2 1/2\"/>
 N/A

20140210 09:00 AM 12/10/2013 10:10 AM 10/10/2013 10:10 AM

Perkins Eastman
 ARCHITECTS

CHARACTERISTICS:

- 1. CHARACTERISTICS: THE REDUCED PRESSURE PRINCIPLE ASSEMBLY (RP) 2 1/2\"/>
- 2. CHARACTERISTICS: THE REDUCED PRESSURE PRINCIPLE ASSEMBLY (RP) 2 1/2\"/>
- 3. CHARACTERISTICS: THE REDUCED PRESSURE PRINCIPLE ASSEMBLY (RP) 2 1/2\"/>
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PROJECT:

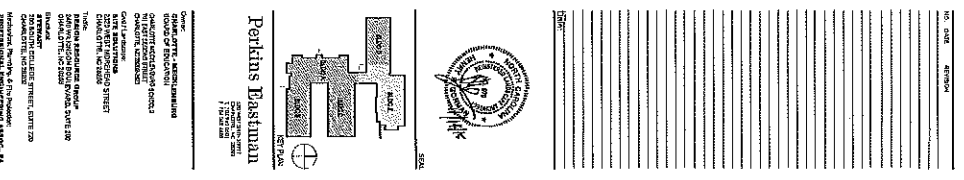
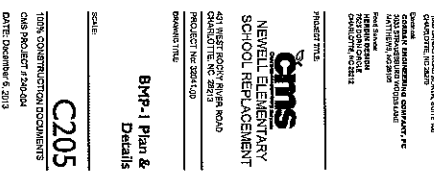
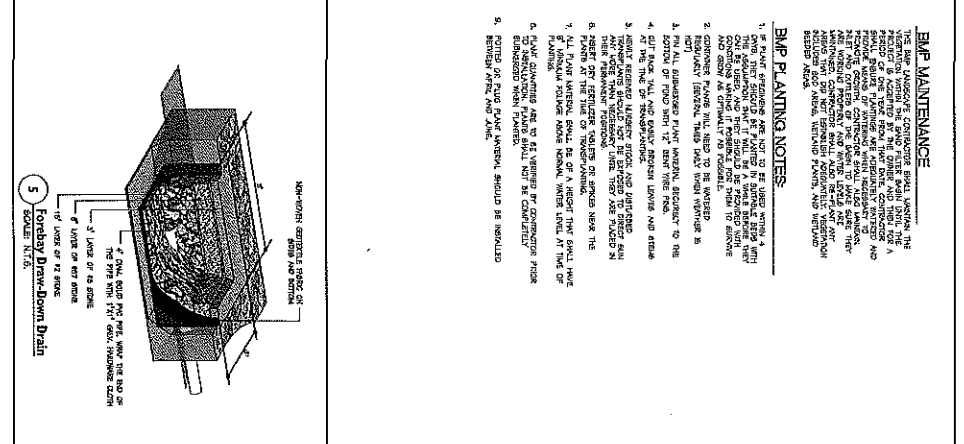
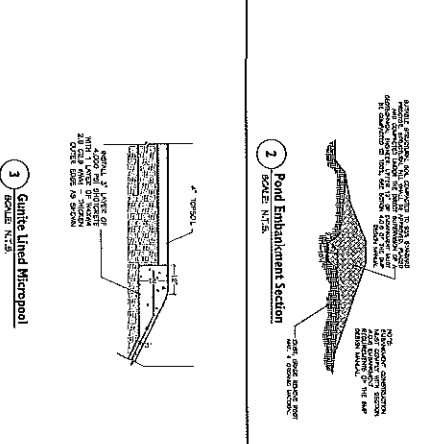
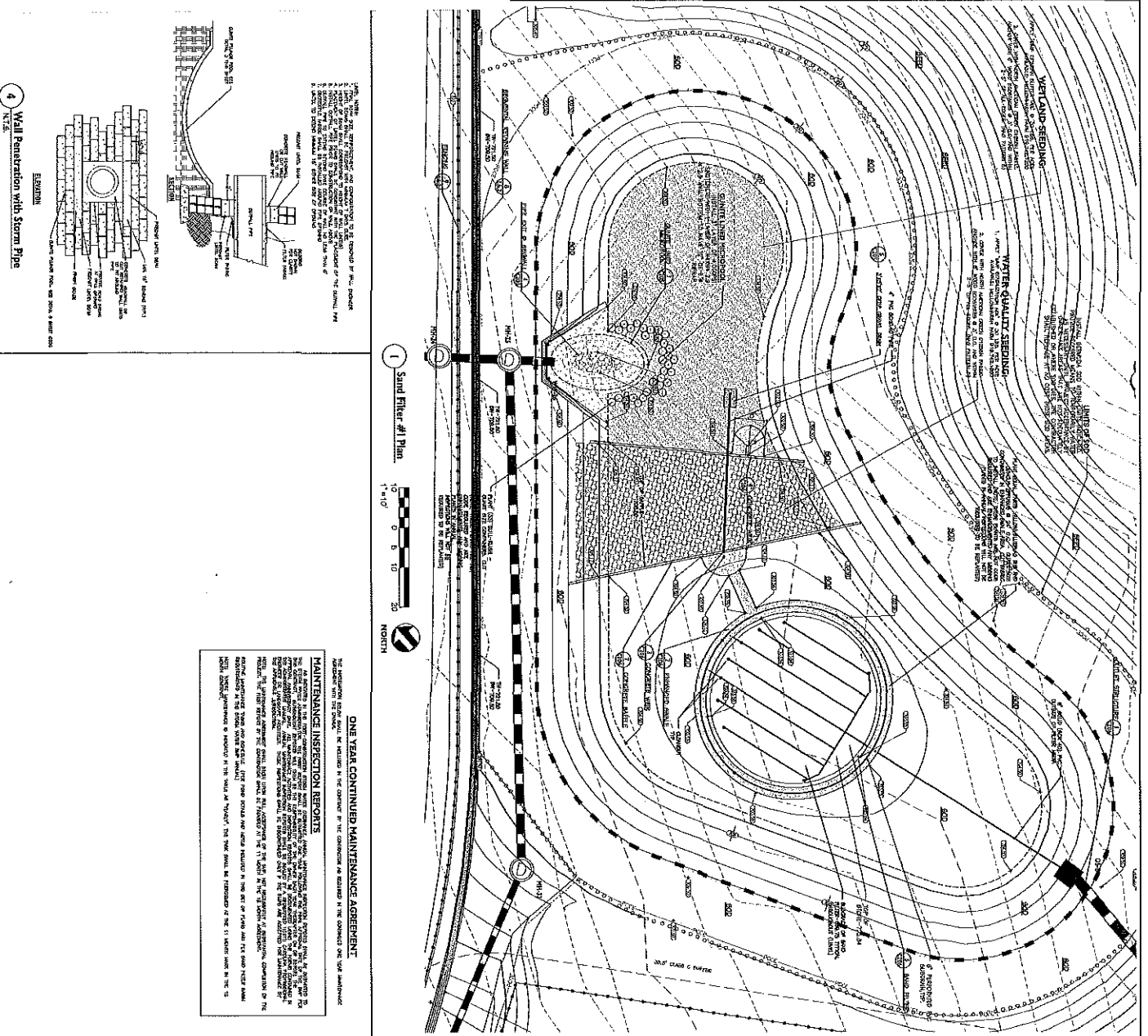
NEWELL ELEMENTARY SCHOOL REPLACEMENT

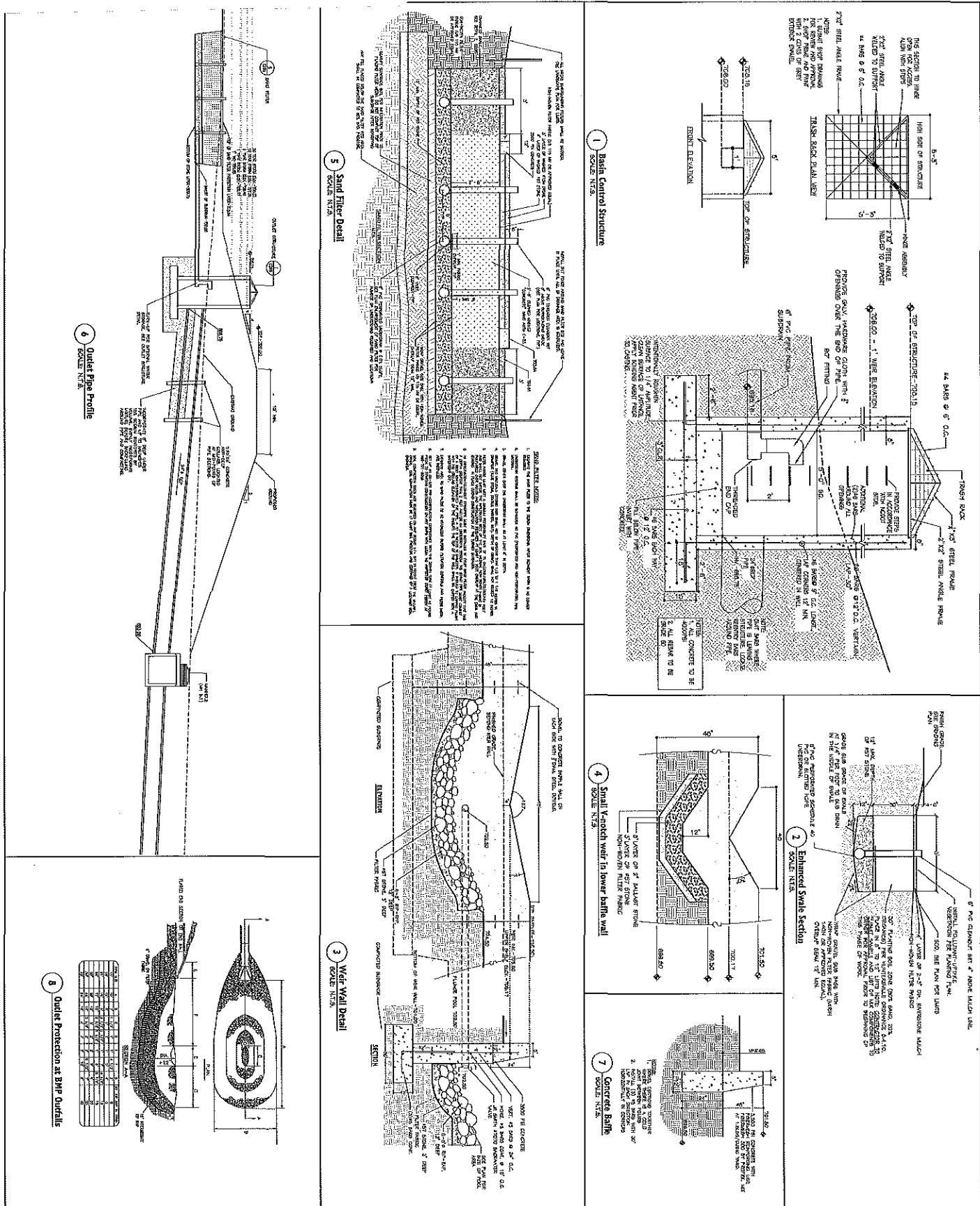
401 WEST RIVER ROAD
 CHAMPELAIN, VT 05701
 PROJECT No. 2004-00
 DRAWING TITLE:

Site Construction Utility Details

C204

DATE: December 9, 2013

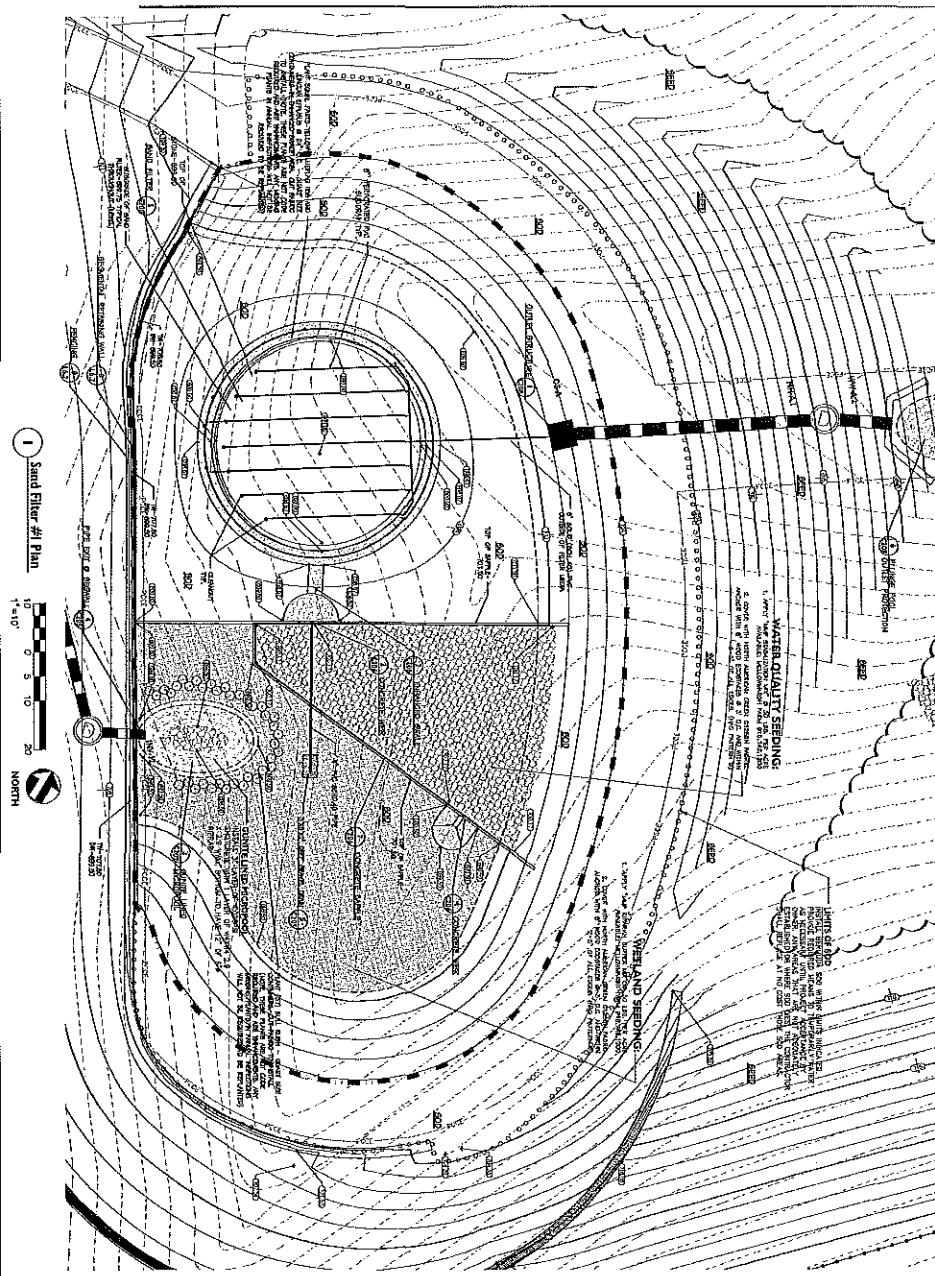




Perkins Eastman
ARCHITECTS
1111 MARKET STREET
SUITE 200
SAN FRANCISCO, CA 94102
TEL: 415.774.3500
WWW.PERKINS-EASTMAN.COM

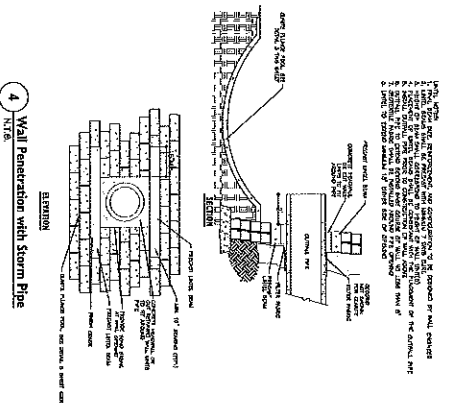
cms
NEWELL ELEMENTARY
SCHOOL REPLACEMENT
431 WEST ROCKY MOUNT ROAD
DUBLIN, CA 94568
PROJECT NO: 201110
DRAWING TITLE
BMP-1 Details

C206
CONSTRUCTION DOCUMENTS
DATE: 01/27/14
DATE: 02/07/14
DATE: 02/10/14



1 Sand Filter #1 Plan

4 Wall Penetration with Storm Pipe



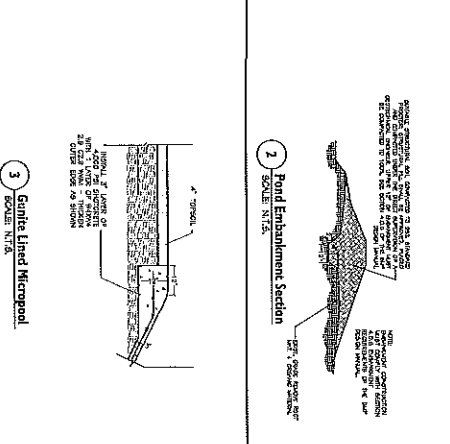
ONE YEAR CONTINUED MAINTENANCE AGREEMENT

MAINTENANCE INSPECTION REPORTS

The Contractor shall provide and maintain the project for the purposes of the agreement for the period of one year after the date of completion of the project. The Contractor shall provide and maintain the project in accordance with the specifications and standards set forth in the agreement.

The Contractor shall provide and maintain the project in accordance with the specifications and standards set forth in the agreement. The Contractor shall provide and maintain the project in accordance with the specifications and standards set forth in the agreement.

3 Gentle lined Micro-pool

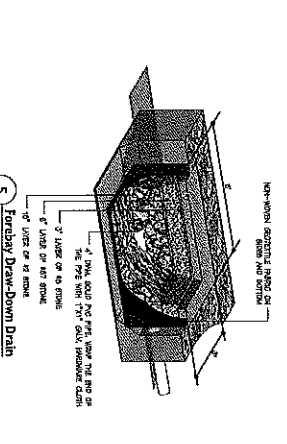


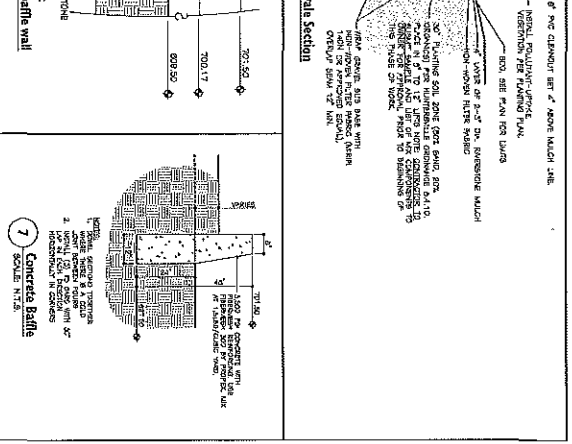
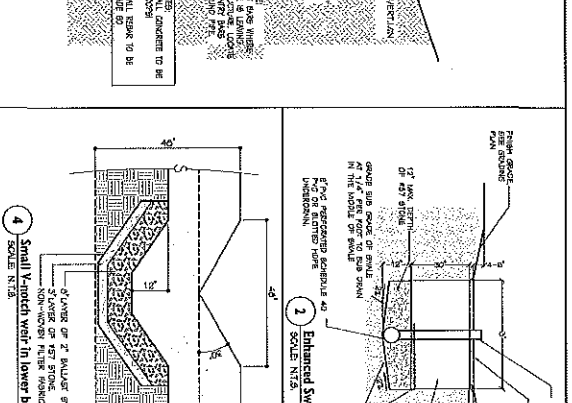
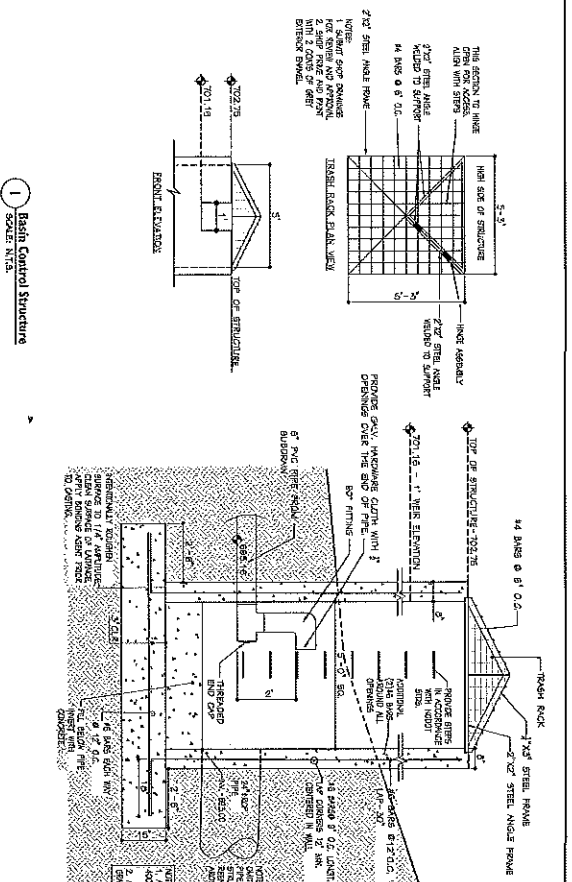
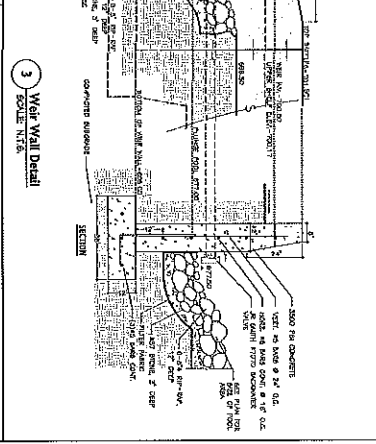
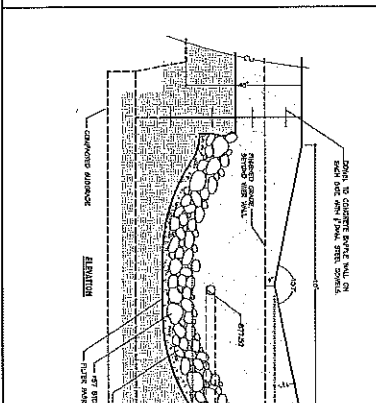
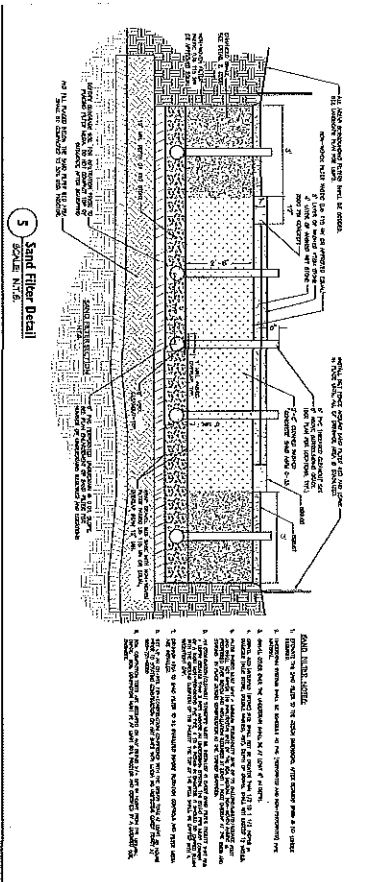
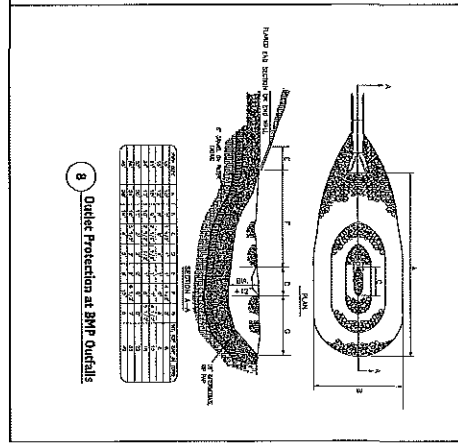
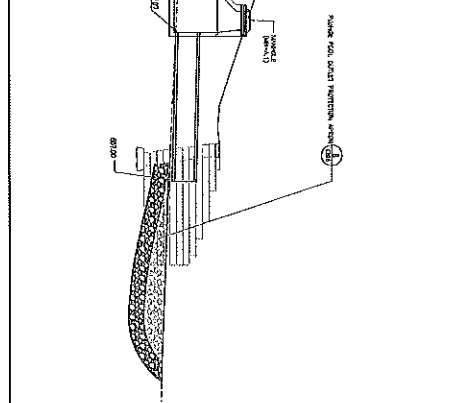
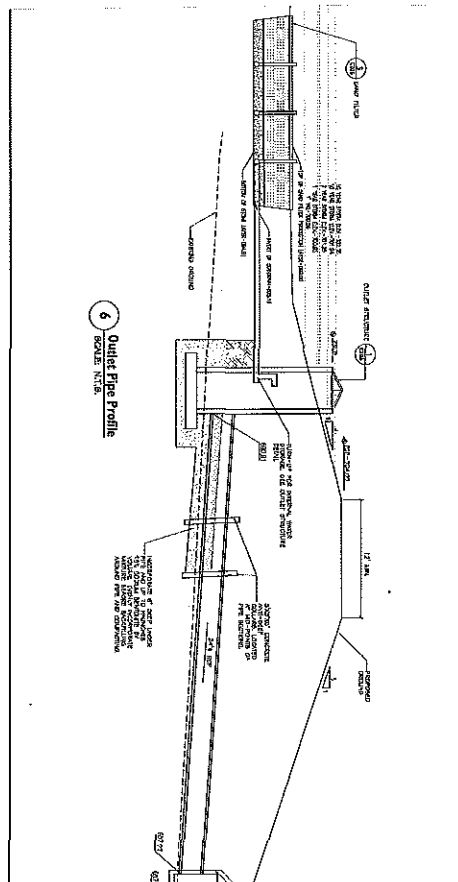
BMP MAINTENANCE

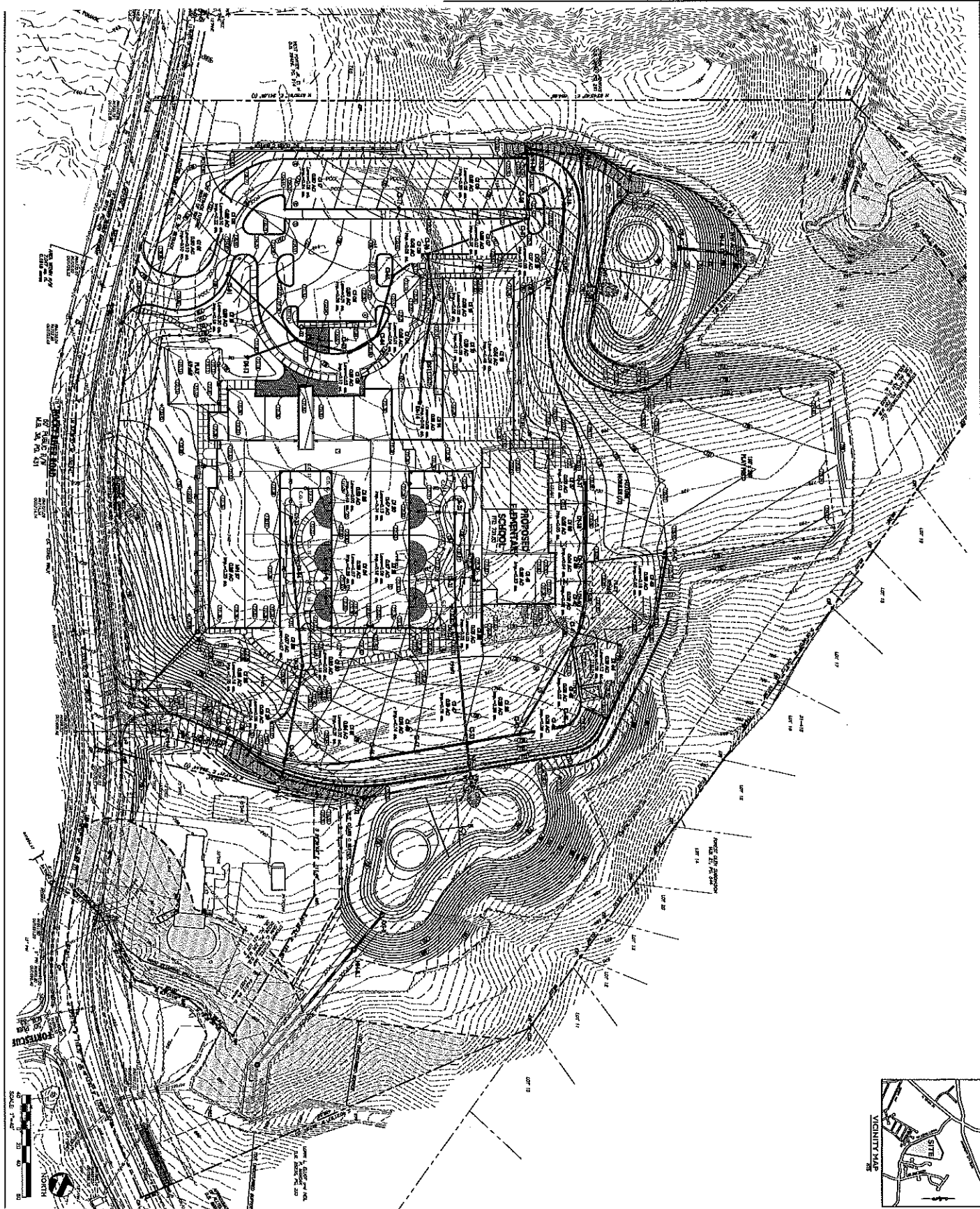
The BMP MAINTENANCE CONTRACTOR SHALL MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 2. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 3. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 4. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
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- 8. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 9. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 10. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 11. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 12. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 13. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 14. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 15. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 16. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 17. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 18. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 19. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- 20. MAINTAIN THE BMP MAINTENANCE SYSTEM AND SHALL BE RESPONSIBLE FOR THE FOLLOWING:


5 Freely Drain-Down Drain







DATE: 11/15/13
 SHEET: 1 OF 1



Perkins Eastman
 ARCHITECTS

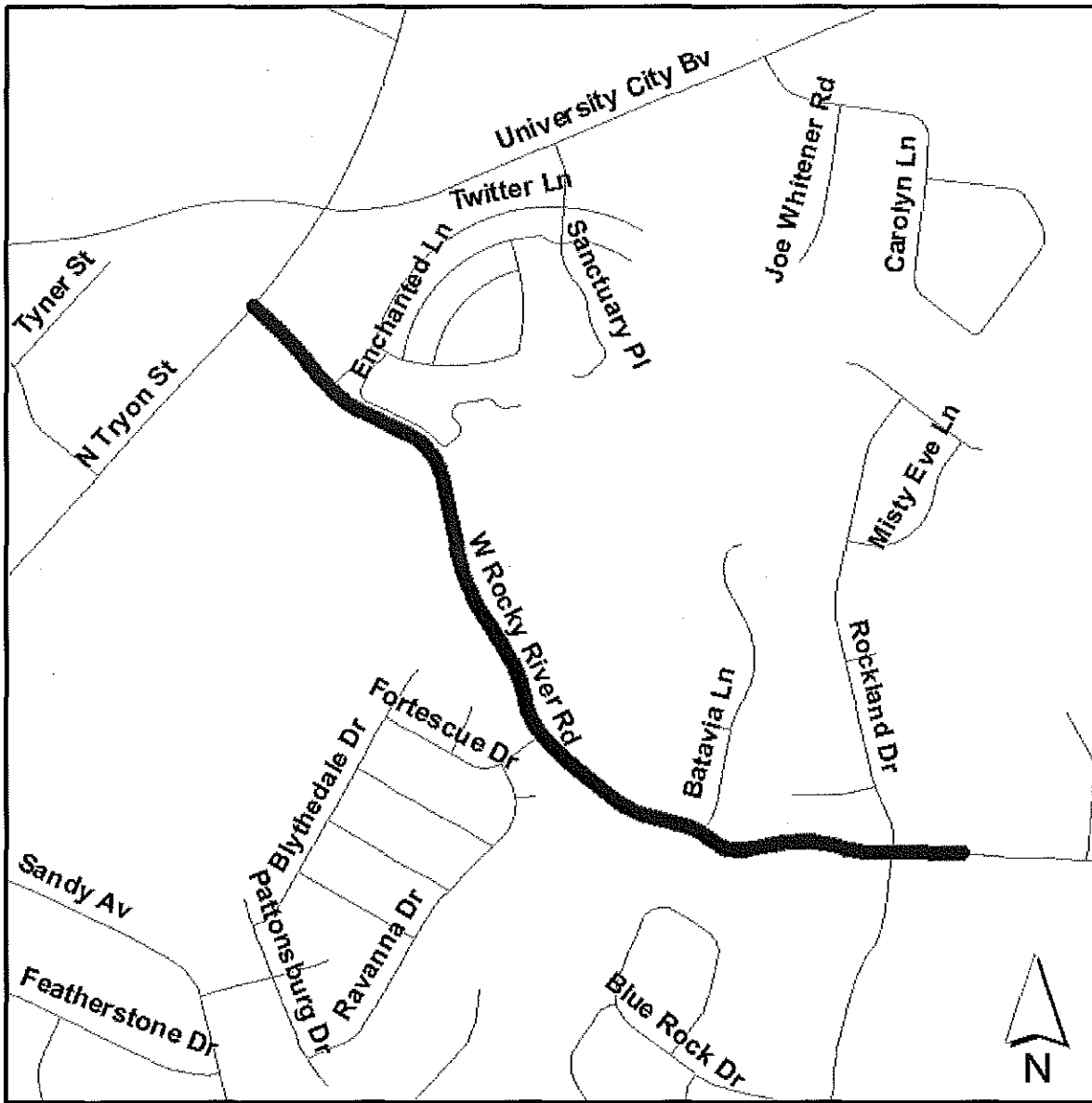
cms
 NEWELL ELEMENTARY
 SCHOOL REPLACEMENT
 421 HUNTER TERRY DRIVE ROAD
 CHARLOTTE, NC 28213
 PROJECT NO. 20130101
 DRAWING TITLE:

COMPOSITE
 DRAINAGE AREA
 MAP
C102.4
 100% CONSTRUCTION DOCUMENT
 DATE: DECEMBER 9, 2013

OWNER: STATE OF NORTH CAROLINA
 COUNTY: MECKLENBURG COUNTY
 PROJECT: NEWELL ELEMENTARY SCHOOL REPLACEMENT
 DATE: 11/15/13

DESIGN: PERKINS EASTMAN
 ARCHITECTS
 1115 EAST 17TH AVENUE, SUITE 200
 DENVER, CO 80202
 TEL: 303.733.4000
 FAX: 303.733.4001
 WWW.PERKINS-EASTMAN.COM

PREPARED BY: JAMES H. HARRIS, P.E.
 CHECKED BY: JAMES H. HARRIS, P.E.
 DATE: 11/15/13



Location Map: Rocky River Road West Improvements

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:

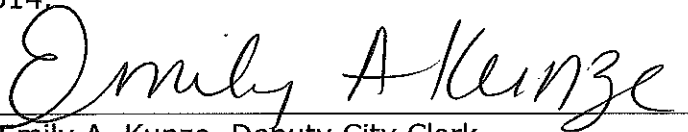
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time 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 10th day of February 2014 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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s) 138-139.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.


Emily A. Kunze, Deputy City Clerk



Property Tax Refund Requests

ASPEN PEAK APARTMENTS	\$	21.17
CENTEX HOMES		183.44
CITY OF CHARLOTTE		47.00
CITY OF CHARLOTTE		45.00
CITY OF CHARLOTTE		47.00
DOLE & WALLACE PLLC TRUST ACCOUNT		154.26
HOMeselect SETTLEMENT SOLUTIONS LLC		40.30
JACOBUS, DAVID		278.37
JANT, WILLIE MAE		405.09
M&T BANK/REO		31.40
MULLINS, MICHAEL CAREER CONSULTING ASSOCIATES		0.82
MV TRYON III LLC		96.08
PNC MORTGAGE		1,595.92
STATE EMPLOYEES' CREDIT UNION		1,123.48
STATE EMPLOYEE'S CREDIT UNION		39.38
WELLS FARGO HOME MORTGAGE		25.31
WELLS FARGO HOME MORTGAGE		37.03
WELLS FARGO HOME MORTGAGE		38.44
WELLS FARGO HOME MORTGAGE		253.57
YEE, JONATHAN		857.54
	\$	<u>5,320.60</u>

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 **CELIA AVENUE STORM DRAINAGE 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 **CELIA AVENUE STORM DRAINAGE IMPROVEMENT PROJECT** and estimated to be **113 square feet (.003 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.: 069-094-59, said property currently owned by **JOHN EARL CHAMBERS, JR. and spouse, if any; TERESA GENISE CHAMBERS and spouse; if any; STATE OF NORTH CAROLINA, Possible Judgment Creditor; UNITED STATES OF AMERICA, Possible Judgment Creditor; MECKLENBURG COUNTY TAX COLLECTOR**; 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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s) 140

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.




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 **JOHNSTON-OEHLER FARM-TO-MARKET 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 **JOHNSTON-OEHLER FARM-TO-MARKET PROJECT** and estimated to be **5,950 square feet (.137 acre) of fee-simple area; 32,609 square feet (.749 acre) of fee-simple within existing right-of-way; 731 square feet (.017 acre) of storm drainage easement; 15,214 square feet (.349 acre) of temporary construction easement; 9,556 square feet (.219 acre) of utility easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 029-721-19, said property currently owned by **WILLIAM L. MOWRY and spouse, if any; DONNA E. MOWRY (n/k/a "Donna Eve Bixler") and spouse, if any; HERMITAGE PARTNERS, LLC; JUNE E. HOWARD, 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 10th day of February, 2014 the reference having been made in Minute Book 136, and recorded in full in Resolution Book 45, Page(s) 141.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10th day of February, 2014.




Emily A. Kunze, Deputy City Clerk