RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON MARCH 27, 2017

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

WHEREAS, this Municipal Agreement is to provide for the development and maintenance of the Metrolina Regional Travel Demand Model; and,

WHEREAS, Concord will reimburse the City 7.317% of the amount approved on an annual basis per the FY 2017 through FY 2021 work programs; and,

WHEREAS, Gastonia will reimburse the City 8.843% of the amount approved on an annual basis per the FY 2017 through FY2021 work programs; and,

WHEREAS, Rock Hill will reimburse the City 4.634% of the amount approved on an annual basis per the FY 2017 through FY 2021 work programs; and,

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

WHEREAS, the Director of the Department of Transportation and the City Clerk are hereby empowered to sign and execute the Agreement with the North Carolina Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreements between the City of Concord and the City of Charlotte Department of Transportation, the City of Gastonia and the City of Charlotte Department of Transportation, and the City of Rock Hill and the City of Charlotte Department of Transportation, are hereby formally approved by the City Council of the City of Charlotte.

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 27th day of March, 2017 the reference having been made in Minute Book 142 witness my hard and the opporte seal of the City of

orporate seal of the City of Charlotte, North Carolina, the 27th day of Marsh

A. Kunze, Deputy

MASTER REIMBURSEMENT AGREEMENT FOR THE METROLINA REGIONAL TRAVEL DEMAND MODEL

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG COUNTY

CITY OF CHARLOTTE AND CITY OF CONCORD

This **MASTER REIMBURSEMENT AGREEMENT** made and entered into this July 1, 2016 ("Effective Date"), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, hereinafter referred to as the "City", and the **CITY OF CONCORD**, a North Carolina municipal corporation, hereinafter referred to as "Concord".

WITNESSETH

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to be available for certain transportation activities; and,

WHEREAS, the City has entered an agreement dated June 2, 2016 with North Carolina Department of Transportation (NCDOT) to manage the Metrolina Regional Travel Demand Model for Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Union Counties NC, and Lancaster and York Counties, SC.; and,

WHEREAS, the City has requested federal funding for planning activities in support of the annual work program for the Metrolina Regional Travel Demand Model, hereinafter referred to as the Project; and,

WHEREAS, the City of Concord has also requested and accepted funds on behalf of FHWA to reimburse the City for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

This Master Reimbursement Agreement constitutes a commitment by Concord to make payments to the City for development and maintenance of the Metrolina Regional Demand Travel Model.

CITY'S RESPONSIBILITIES

The Project consists of planning activities in support of the annual work program for the Regional Travel Demand Model. The Regional Model is used to provide data for the delivery of Transportation Improvement Program (TIP) projects and to meet the Metropolitan Planning Organization (MPO) Planning requirements for the area as defined in the official Memorandum of Agreement (MOA). The Project may address, but not be limited to the following:

- o Data Collection
- Regional Model Updating
- Regional Model Documentation
- o Regional Model Team Meeting Management
- o Regional Model Executive Committee Meeting Management
- Regional Model Reporting
- o Regional Model Runs/Testing
- o Socioeconomic Data and GIS Compilation
- o Freight Planning/Outreach/Survey
- o Regional Model Enhancements

PROGRAM DELIVERY

The City, and/or its agent, shall develop and maintain the planning activities in support of the annual work program for the Regional Travel Demand Model. The work to be accomplished in a specific fiscal year shall be that work identified in the annual work program approved by the City, Concord, and FHWA.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the City with the provisions set forth in this Agreement, Concord shall reimburse the City five-percent (5%) of the total approved eligible cost under this agreement. Funding will be provided on an annual basis per the approved work program. The City will notify Concord of the approved funding on an annual basis.

The annual work plan and budget are mutually approved by the Charlotte Regional Transportation Planning Organization, Gaston-Cleveland-Lincoln Metropolitan Planning Organization, Rock Hill -Fort Mill Area Transportation Study, Cabarrus-Rowan Metropolitan Organization, North Carolina Department of Transportation and South Carolina Department of Transportation.

REIMBURSEMENT GUIDANCE

The City will adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (<u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to Concord shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at <u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>.

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<u>http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf</u>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement may also be subject to Concord being reimbursed by the Federal Highway Administration and subject to compliance by the City with all applicable federal policy and procedures.

PERIOD OF PERFORMANCE

This Agreement will become effective on July 1, 2016 and will remain in effect for five years, or until the funding is no longer available, or until such time as the Agreement is terminated by the parties hereto, as indicated below in Termination of Agreement.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

POINTS OF CONTACT

The duties of the City Project Manager include:

- Coordinating the City's resource assignment as required to fulfill the City's obligations pursuant to this Contract and NCDOT's Contract;
- b. Acting as the City's point of contact for all aspects of this Project including contract administration and coordination of communication with the City's staff.

The City's Project Manager is: Anna H. Gallup, PE and Travel Demand Modeling Program Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street – 6th Floor Charlotte, NC 28202 704-336-8034 and <u>agallup@charlottenc.gov</u>

NOTICES AND PRINCIPAL CONTACTS

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the City: Norman Steinman Transportation Planning Division Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street Charlotte, NC 28202 704-336-3939 nsteinman@charlottenc.gov

For Concord: Mr. Joe Wilson, PE Transportation Director City of Concord Transportation Department P.O. Box 308 Concord, NC 28026-0308

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall Concord reimburse the City costs that exceed the total funding per this Agreement and any Supplemental Agreements.

UNSUBSTANTIATED COSTS

The City agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/ Concord Finance.

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PAYMENT

The City shall bill Concord quarterly for eligible Project costs in accordance with the City's and North Carolina Department of Transportation's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by Concord. By submittal of each invoice, the City certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

REPORTING REQUIREMENTS AND RECORDS RETENTION

The City and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the City shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the City Finance, the Federal Highway Administration, or any authorized representatives of the Federal Government.

TERMINATION OF AGREEMENT

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If Concord and the City mutually decide to terminate Concord, the costs expended to date by the City will be reimbursed with the available funding.

If Concord terminates the Agreement for cause, then the City may be liable for reimbursement of expended funds.

If the City terminates the Agreement for cause, the costs expended to date by the City will be reimbursed by Concord with the available funding.

INDEMNIFICATION

To the fullest extent permitted by law, Concord shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the Project or other acts connected to the Metrolina Regional Travel Demand Model under this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, "Subpart F – Audit Requirements and the Federal Single Audit Act Amendments of 1996, the City shall arrange for an annual independent financial and compliance audit of its fiscal operations. The City shall furnish Concord with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the City's fiscal year ends.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

[Signature page follows]

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THIS **MASTER REIMBURSEMENT AGREEMENT** is made and entered into as of the day and year first written above for entered into as of the day and year first written above for the reimbursement of Concord's portion of the development and maintenance of the Metrolina Regional Travel Demand Model.

CITY OF CONCORD

ATTEST

By:

William Brian Hiatt Print Name City Manager Talle March 28,2017

March 28,2017 Date

CITY OF CHARLOTTE:

Charlotte Department of Transportation 600 East Fourth Street Charlotte NC 28202

By: ianature

In Phillip Reiger, Assistant Director

ATTEST

Signature

20 Date

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD: By: City Manager

March 28,20 Date:

ATTES easu Clerk

By:
Signature of President/Vice President/Manager/Partner
Printed Name:
Title:
Date:
ATTEST:
BY:
Signature of Vice President, Secretary, or other officer
Printed Name:
Title

(Typed or Printed Legal Name of Contractor)

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

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

Signature

MASTER REIMBURSEMENT AGREEMENT FOR THE METROLINA REGIONAL TRAVEL DEMAND MODEL

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG COUNTY

CITY OF CHARLOTTE AND CITY OF GASTONIA

This **MASTER REIMBURSEMENT AGREEMENT** made and entered into July 1, 2016 ("Effective Date"), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, hereinafter referred to as the "City", and the **CITY OF GASTONIA**, a North Carolina municipal corporation, hereinafter referred to as "Gastonia".

WITNESSETH

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to be available for certain transportation activities; and,

WHEREAS, the City has entered an agreement dated June 2, 2016 with North Carolina Department of Transportation (NCDOT) to manage the Metrolina Regional Travel Demand Model for Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Union Counties NC, and Lancaster and York Counties, SC.; and,

WHEREAS, the City has requested federal funding for planning activities in support of the annual work program for the Metrolina Regional Travel Demand Model, hereinafter referred to as the Project; and,

WHEREAS, the City of Gastonia has also requested and accepted funds on behalf of FHWA to reimburse the City for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

This Master Reimbursement Agreement constitutes a commitment by Gastonia to make payments to the City for development and maintenance of the Metrolina Regional Demand Travel Model.

CITY'S RESPONSIBILITIES

The Project consists of planning activities in support of the annual work program for the Regional Travel Demand Model. The Regional Model is used to provide data for the delivery of Transportation Improvement Program (TIP) projects and to meet the Metropolitan Planning Organization (MPO) Planning requirements for the area as defined in the official Memorandum of Agreement (MOA). The Project may address, but not be limited to the following:

- o Data Collection
- o Regional Model Updating
- o Regional Model Documentation
- o Regional Model Team Meeting Management
- o Regional Model Executive Committee Meeting Management
- Regional Model Reporting
- Regional Model Runs/Testing
- o Socioeconomic Data and GIS Compilation
- o Freight Planning/Outreach/Survey
- o Regional Model Enhancements

PROGRAM DELIVERY

The City, and/or its agent, shall develop and maintain the planning activities in support of the annual work program for the Regional Travel Demand Model. The work to be accomplished in a specific fiscal year shall be that work identified in the annual work program approved by the City, Gastonia, and FHWA.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the City with the provisions set forth in this Agreement, Gastonia shall reimburse the City five-percent (5%) of the total approved eligible cost under this agreement. Funding will be provided on an annual basis per the approved work program. The City will notify Gastonia of the approved funding on an annual basis.

The annual work plan and budget are mutually approved by the Charlotte Regional Transportation Planning Organization, Gaston-Cleveland-Lincoln Metropolitan Planning Organization, Gastonia-Fort Mill Area Transportation Study, Cabarrus-Rowan Metropolitan Organization, North Carolina Department of Transportation and South Carolina Department of Transportation.

REIMBURSEMENT GUIDANCE

The City will adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (<u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to Gastonia shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at <u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>.

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<u>http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf</u>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement may also be subject to Gastonia being reimbursed by the Federal Highway Administration and subject to compliance by the City with all applicable federal policy and procedures.

PERIOD OF PERFORMANCE

This Agreement will become effective on July 1, 2016 and will remain in effect for five years, or until the funding is no longer available, or until such time as the Agreement is terminated by the parties hereto, as indicated below in Termination of Agreement.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

POINTS OF CONTACT

The duties of the City Project Manager include:

- a. Coordinating the City's resource assignment as required to fulfill the City's obligations pursuant to this Contract and NCDOT's Contract;
- b. Acting as the City's point of contact for all aspects of this Project including contract administration and coordination of communication with the City's staff.

The City's Project Manager is: Anna H. Gallup, PE and Travel Demand Modeling Program Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street – 6th Floor Charlotte, NC 28202 704-336-8034 and agallup@charlottenc.gov

NOTICES AND PRINCIPAL CONTACTS

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the City: Norman Steinman Transportation Planning Division Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street Charlotte, NC 28202 704-336-3939 nsteinman@charlottenc.gov

For Gastonia: Mr. Hank Graham, AICP Principal Transportation Planner City of Gastonia Planning Department P.O. Box 1748 Gastonia, NC 28053

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall Gastonia reimburse the City costs that exceed the total funding per this Agreement and any Supplemental Agreements.

UNSUBSTANTIATED COSTS

The City agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/ Gastonia Finance.

PAYMENT

The City shall bill Gastonia quarterly for eligible Project costs in accordance with the City's and North Carolina Department of Transportation's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by Gastonia. By submittal of each invoice, the City certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

REPORTING REQUIREMENTS AND RECORDS RETENTION

The City and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the City shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the City Finance, the Federal Highway Administration, or any authorized representatives of the Federal Government.

TERMINATION OF AGREEMENT

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If Gastonia and the City mutually decide to terminate Gastonia, the costs expended to date by the City will be reimbursed with the available funding.

If Gastonia terminates the Agreement for cause, then the City may be liable for reimbursement of expended funds.

If the City terminates the Agreement for cause, the costs expended to date by the City will be reimbursed by Gastonia with the available funding.

INDEMNIFICATION

To the fullest extent permitted by law, Gastonia shall indemnify and hold harmless the City against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the Project or other acts connected to the Metrolina Regional Travel Demand Model under this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, "Subpart F – Audit Requirements and the Federal Single Audit Act Amendments of 1996, the City shall arrange for an annual independent financial and compliance audit of its fiscal operations. The City shall furnish Gastonia with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the City's fiscal year ends.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

[Signature page follows]

THIS **MASTER REIMBURSEMENT AGREEMENT** is made and entered into as of the day and year first written above for entered into as of the day and year first written above for the reimbursement of Gastonia's portion of the development and maintenance of the Metrolina Regional Travel Demand Model.

CITY OF GASTONIA

By: Signature Eduad . Mann Print Name CA4 Title 3-3(-17 Date

6999999999999999 ATTEST SEAI Signature

3-31-17 Date

CITY OF CHARLOTTE:

Charlotte Department of Transportation 600 East Fourth Street Charlotte NC 28202

By: Signature

Phillip Reiger, Assistant Director 11,2017

ATTEST

Signature

2017 Date



CONTRACT: 20170162 - MASTER REIMBURSEMENT AGREEMENT

Approved as to form:

Charles & Gestamp

3/30/2017 11:17:04AM

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

Mellaly Braddy 3/30/2017 11:21:30AM

MASTER REIMBURSEMENT AGREEMENT FOR THE METROLINA REGIONAL TRAVEL DEMAND MODEL

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG COUNTY

CITY OF CHARLOTTE AND CITY OF ROCK HILL

This **MASTER REIMBURSEMENT AGREEMENT** made and entered into July 1, 2016 ("Effective Date"), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, hereinafter referred to as the "City", and the **CITY OF ROCK HILL**, a South Carolina municipal corporation, hereinafter referred to as "Rock Hill".

WITNESSETH

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to be available for certain transportation activities; and,

WHEREAS, the City has entered an agreement dated June 2, 2016 with North Carolina Department of Transportation (NCDOT) to manage the Metrolina Regional Travel Demand Model for Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Union Counties NC, and Lancaster and York Counties, SC.; and,

WHEREAS, the City has requested federal funding for planning activities in support of the annual work program for the Metrolina Regional Travel Demand Model, hereinafter referred to as the Project; and,

WHEREAS, the City of Rock Hill and/or Rock Hill-Fort Mill Area Transportation Study (RFATS) has also requested and accepted funds on behalf of FHWA to reimburse the City for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

This Master Reimbursement Agreement constitutes a commitment by Rock Hill to make payments to the City for development and maintenance of the Metrolina Regional Demand Travel Model.

CITY'S RESPONSIBILITIES

The Project consists of planning activities in support of the annual work program for the Regional Travel Demand Model. The Regional Model is used to provide data for the delivery of Transportation Improvement Program (TIP) projects and to meet the Metropolitan Planning Organization (MPO) Planning requirements for the area as defined in the official Memorandum of Agreement (MOA). The Project may address, but not be limited to the following:

- o Data Collection
- o Regional Model Updating
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- o Regional Model Executive Committee Meeting Management
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- o Regional Model Runs/Testing
- o Socioeconomic Data and GIS Compilation
- o Freight Planning/Outreach/Survey
- o Regional Model Enhancements

PROGRAM DELIVERY

The City, and/or its agent, shall develop and maintain the planning activities in support of the annual work program for the Regional Travel Demand Model. The work to be accomplished in a specific fiscal year shall be that work identified in the annual work program approved by the City, Rock Hill, and FHWA.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the City with the provisions set forth in this Agreement, Rock Hill shall reimburse the City five-percent (5%) of the total approved eligible cost under this agreement. Funding will be provided on an annual basis per the approved work program. The City will notify Rock Hill of the approved funding on an annual basis.

The annual work plan and budget are mutually approved by the Charlotte Regional Transportation Planning Organization, Gaston-Cleveland-Lincoln Metropolitan Planning Organization, Rock Hill-Fort Mill Area Transportation Study, Cabarrus-Rowan Metropolitan Organization, North Carolina Department of Transportation and South Carolina Department of Transportation.

REIMBURSEMENT GUIDANCE

The City will adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (<u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to Rock Hill shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at <u>www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm</u>.

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<u>http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf</u>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement may also be subject to Rock Hill being reimbursed by the Federal Highway Administration and subject to compliance by the City with all applicable federal policy and procedures.

PERIOD OF PERFORMANCE

This Agreement will become effective on July 1, 2016 and will remain in effect for five years, or until the funding is no longer available, or until such time as the Agreement is terminated by the parties hereto, as indicated below in Termination of Agreement.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

POINTS OF CONTACT

The duties of the City Project Manager include:

- a. Coordinating the City's resource assignment as required to fulfill the City's obligations pursuant to this Contract and NCDOT's Contract;
- b. Acting as the City's point of contact for all aspects of this Project including contract administration and coordination of communication with the City's staff.

The City's Project Manager is: Anna H. Gallup, PE and Travel Demand Modeling Program Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street – 6th Floor Charlotte, NC 28202 704-336-8034 and <u>agallup@charlottenc.gov</u>

NOTICES AND PRINCIPAL CONTACTS

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the City: Norman Steinman Transportation Planning Division Manager Charlotte Department of Transportation City of Charlotte 600 East Fourth Street Charlotte, NC 28202 704-336-3939 <u>nsteinman@charlottenc.gov</u>

For Rock Hill: Mr. David F. Hooper RFATS Administrator Rock Hill – Fort Mill Area Transportation Study P.O. Box 11706 Rock Hill, SC 29731-1706 803-326-3897 dhooper@rfatsmpo.org

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall Rock Hill reimburse the City costs that exceed the total funding per this Agreement and any Supplemental Agreements.

UNSUBSTANTIATED COSTS

The City agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/ Rock Hill Finance.

PAYMENT

The City shall bill Rock Hill quarterly for eligible Project costs in accordance with the City's and South Carolina Department of Transportation's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by Rock Hill. By submittal of each invoice, the City certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

REPORTING REQUIREMENTS AND RECORDS RETENTION

The City and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the City shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the City Finance, the Federal Highway Administration, or any authorized representatives of the Federal Government.

TERMINATION OF AGREEMENT

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If Rock Hill and the City mutually decide to terminate Rock Hill, the costs expended to date by the City will be reimbursed with the available funding.

If Rock Hill terminates the Agreement for cause, then the City may be liable for reimbursement of expended funds.

If the City terminates the Agreement for cause, the costs expended to date by the City will be reimbursed by Rock Hill with the available funding.

INDEMNIFICATION

To the fullest extent permitted by law, Rock Hill shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the Project or other acts connected to the Metrolina Regional Travel Demand Model under this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, "Subpart F – Audit Requirements and the Federal Single Audit Act Amendments of 1996, the City shall arrange for an annual independent financial and compliance audit of its fiscal operations. The City shall furnish Rock Hill with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the City's fiscal year ends.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

[Signature page follows]

THIS **MASTER REIMBURSEMENT AGREEMENT** is made and entered into as of the day and year first written above for entered into as of the day and year first written above for the reimbursement of Rock Hill's portion of the development and maintenance of the Metrolina Regional Travel Demand Model.

CITY OF ROCK HILL

ATTEST

Bv: Signature

DAVID B. VELAUN Print Name

City MANAGER

2-21-11 Date

Signature

2-21-11 Date

CITY OF CHARLOTTE:

Charlotte Department of Transportation 600 East Fourth Street Charlotte NC 28202

By: Sighature

Phillip Reiger, Assistant Director

ATTEST

Signature

Date

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON March 27, 2017

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

WHEREAS, a Supplemental Municipal Agreement between the City of Charlotte and the North Carolina Department of Transportation (NCDOT) will allow the City to be reimbursed for the property acquisition, utility relocation, and construction work costs for the Tuckaseegee/Thrift/Berryhill Roundabout project; and,

WHEREAS, the Municipal Agreement provides for reimbursement of \$1,303,000 which is a portion of the total cost of the project; and,

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

WHEREAS, NCDOT and The City will fund this project.

NOW, THEREFORE, BE IT RESOLVED that this resolution from the City of Charlotte authorizing the City Engineer of the City of Charlotte to execute a Supplemental Agreement with the NCDOT for NCDOT to reimburse the City \$1,303,000 for property acquisition, utility relocation, and construction work for Tuckaseegee/Thrift/Berryhill Road Roundabout is hereby formally approved by the City Council of the City of Charlotte and the City Engineer 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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 23.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of March, 2017.

СНА Emily A. Kunze, Deputy City Clerk HCA

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 <u>7:30</u> p.m. on March 27, 2017:

Members Present: Mayor Jennifer Roberts, Councilmembers Ajmera, Austin, Driggs, Eiselt, Fallon, Kinsey, Lyles, Mayfield, Mitchell, Phipps, Smith

Members Absent: None.

* * * * *

Councilmember <u>Lyles</u> 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:

A RESOLUTION MAKING CERTAIN FINDINGS AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR ISSUANCE OF AIRPORT REVENUE BOND FINANCINGS AND RELATED MATTERS

WHEREAS, the City of Charlotte, North Carolina, a municipal corporation in the State of North Carolina (the "*City*"), owns and operates within the City a public airport known as the Charlotte Douglas International Airport (together with such additions thereto as may be made from time to time, the "*Airport*");

WHEREAS, the City is empowered, under the Constitution and laws of the State of North Carolina, particularly The State and Local Government Revenue Bond Act (Sections 159-80 to 159-97, inclusive, as amended, of the General Statutes of North Carolina), as the same may be amended from time to time (the "Act"), to issue its revenue bonds for the purpose of financing airport facilities and refunding prior bonds issued for such purposes;

WHEREAS, the City Council of the City (the "*City Council*") on November 18, 1985 adopted a bond order authorizing and securing airport revenue bonds of the City, which the City Council amended on June 8, 1992 and August 23, 2004 (the "*Bond Order*");

WHEREAS, the City Council has determined and hereby further determines that it is in the City's best interest to finance the costs of certain projects at the Airport, including (1) improvements to long-term parking lots, (2) addition to airline space in Concourse E, (3) design and construction of Phase II of an expansion of the East Terminal, (4) design and construction of Terminal rehabilitation and related projects, (5) construction of a Concourse E baggage transfer station, (6) construction of Phase I of an expansion of Concourse A, (7) implementation of Phase II of energy infrastructure improvements, (8) expansion of Long-Term 2 parking lot, (9) design and construction of a concession distribution warehouse, (10) design and construction of the expansion of the Terminal lobby, (11) design and construction of Phase I of the expansion of Long-Term 2 parking lot, (12) construction of a vehicle maintenance facility, (13) extension of Little Rock Road, (14) construction of the Business Valet Parking Deck II, (15)

construction and expansion of the Terminal fuel farm and (16) design and construction of a joint operations center (collectively, the "2017 Projects");

WHEREAS, the City has proceeded with financing some of the 2017 Projects on an interim basis from the proceeds of City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2016 (the "2016 BAN");

WHEREAS, the City Council hereby determines that it is desirable to refinance the 2016 BAN in order to achieve a long-term fixed cost of funds for the portion of the 2017 Projects financed with the 2016 BAN;

WHEREAS, the City Council hereby determines that it is desirable to refund in advance of their maturities the City's Airport Revenue and Refunding Revenue Bonds, Series 2007A maturing on and after July 1, 2018 (the "*Refunded 2007A Bonds*") in order to achieve debt service savings;

WHEREAS, the City Council hereby determines that it is desirable to refund in advance of their maturities the outstanding principal amounts of the City's Variable Rate Airport Revenue Bonds, Series 2007B (the "*Refunded 2007B Bonds*"), the City's Variable Rate Airport Refunding Revenue Bonds, Series 2008D (the "*Refunded 2008D Bonds*") and the City's Variable Rate Airport Revenue Bonds, Series 2011C (the "*Refunded 2011C Bonds*" and collectively with the Refunded 2007A Bonds, the Refunded 2007B Bonds and the Refunded 2008D Bonds, the "*Refunded Bonds*") in order to reduce the risks of variable rates and fix the long-term costs of such bonds;

WHEREAS, in order to obtain funds to finance and refinance the 2017 Projects and to refund the Refunded Bonds, the City is considering the issuance of (1) three series of its airport revenue bonds, to be known as "City of Charlotte, North Carolina Airport Revenue Bonds" (with appropriate designations added) (collectively, the "2017 Bonds") in an aggregate principal amount not to exceed \$390,000,000, and (2) a bond anticipation note to be known as "City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note" (with appropriate designations added) in a principal amount not to exceed \$175,000,000 (the "2017 Note");

WHEREAS, with respect to the 2017 Bonds, the City Council wants to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel; (2) request the Commission's approval of the sale of the 2017 Bonds to Merrill Lynch, Pierce, Fenner & Smith Incorporated, PNC Capital Markets LLC and J.P. Morgan Securities LLC, as underwriters for the 2017 Bonds; (3) approve the selection by the Underwriters of McGuireWoods LLP, as Underwriters' counsel; (4) retain Newton and Associates, Inc., as airport financial consultant, Frasca & Associates, L.L.C., as airport financial advisor, and DEC Associates, Inc., as financial advisor; and (5) retain U. S. Bank National Association, as trustee for the 2017 Bonds (collectively, the "2017 Bonds Financing Team");

WHEREAS, with respect to the 2017 Note, the City Council wants (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel; (2) request the Commission's approval of Bank of America, N.A., as the initial purchaser of the 2017 Note; (3) approve the selection by the Purchaser of McGuireWoods LLP, as Purchaser's counsel; (4) retain Newton and Associates, Inc., as airport financial consultant, Frasca & Associates, L.L.C., as airport financial advisor, and DEC Associates, Inc., as financial advisor; and (5) retain U.S. Bank National Association, as trustee for the 2017 Note (collectively, the "2017 Note Financing Team");

WHEREAS, the City Council authorizes the City's Chief Financial Officer to file with the Commission an application for its approval of the 2017 Bonds and the 2017 Note, on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation

of the sale of the 2017 Bonds to the Underwriters, (B) the City's use of the 2017 Bonds Financing Team for the 2017 Bonds, (C) the negotiation and sale of the 2017 Note to Bank of America, N.A. and (D) the City's use of the 2017 Note Financing Team in connection with the issuance of the 2017 Note; and (2) state in such application such facts and to attach thereto such exhibits in regard to the 2017 Bonds and the 2017 Note and to the City and its financial condition, as may be required by the Commission, and to take all other action necessary to the issuance of the 2017 Bonds and the 2017 Note;

WHEREAS, the City Council wants to call a public hearing today regarding the issuance of the 2017 Bonds and the 2017 Note and the plan of financing set forth in this Resolution;

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

Section 1. The 2017 Bonds are to be issued by the City for the purpose of providing funds, together with other available funds of the City, (1) to refinance a portion of the 2016 BAN and further finance the 2017 Projects, (2) to refund in advance of their maturities the Refunded Bonds, (3) to fund any necessary debt service reserves for the 2017 Bonds, (4) to pay capitalized interest on the 2017 Bonds and (5) to pay the costs of issuing the 2017 Bonds all as to be set out fully in the documents attached to the City's application to the Commission. The 2017 Note is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to refinance a portion of the 2016 BAN and further finance the 2017 Projects and to pay the costs of issuing the 2017 Note all as to be set out fully in the documents attached to the City's application to the Commission.

Section 3. The 2017 Bonds Financing Team is hereby approved in connection with the issuance by the City of the 2017 Bonds and the 2017 Note Financing Team is hereby approved in connection with the issuance by the City of the 2017 Note. The City's Chief Financial Officer, or his designee, is authorized to appoint other members to each financing team as he determines is necessary and appropriate to carry out the plan of financing described herein.

Section 4. The filing of one or more applications with the Commission for its approval of the issuance of the 2017 Bonds and the 2017 Note by the City's Chief Financial Officer, or his designee, with advice from the City Manager, the City Attorney and bond counsel, is hereby authorized and approved.

Section 5. The City Council finds and determines, and asks the Commission to find and determine from the City's application and supporting documentation, as follows:

(a) the issuance of the 2017 Bonds is necessary or expedient;

(b) the not to exceed stated principal amount of the 2017 Bonds will be sufficient but is not excessive, when added to other moneys available to the Airport, to refinance the 2016 BAN and further finance the 2017 Projects and refund the Refunded Bonds;

(c) the Airport as now constituted and after the financing of the 2017 Projects and the refunding of the Refunded Bonds is feasible;

- (d) the City's debt management procedure and policies are good; and
- (e) the 2017 Bonds can be marketed at a reasonable interest cost to the City.

Section 6. The City Council finds and determines, and asks the Commission to find and determine from the City's application and supporting documentation, as follows:

(a) the issuance of the 2017 Note is necessary or expedient;

(b) the not to exceed stated principal amount of the 2017 Note will be sufficient but is not excessive, when added to other moneys available to the Airport, to further finance the 2017 Projects;

(c) the Airport as now constituted and after the financing of the 2017 Projects is feasible;

- (d) the City's debt management procedure and policies are good; and
- (e) the 2017 Note can be marketed at a reasonable interest cost to the City.

Section 7. The City Council requests that the Commission sell the 2017 Bonds through negotiation to the Underwriters but at a true interest cost not exceeding 6.00%. The City Council requests that the Commission sell the 2017 Note through negotiation to Bank of America, N.A. on such terms as may be agreed on but at an initial interest rate not exceeding 3.50%.

Section 8. The City Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed and refinanced by the proceeds of the 2017 Bonds and the 2017 Note is not less than 30 years computed from the date of issuance of the 2017 Bonds.

Section 9. The Mayor, the City Manager, the Chief Financial Officer, the Finance Director, the City Treasurer, the City Debt Manager, the City Attorney, the City Clerk and any Deputy City Clerk, individually or collectively (the "Authorized Officers"), are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution and the other documents presented to this meeting and to execute and administer such transactions; except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Resolution, (b) any agreement to which the City is bound or (c) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 10. Pursuant to and in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code, the City Council will conduct a public hearing (the "*Public Hearing*") on April 10, 2017 at 6:30 p.m., or as soon thereafter as practicable, in the Meeting Chamber, Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, concerning the issuance of the 2017 Bonds and the 2017 Note in an aggregate principal amount not to exceed the amount listed in the notice of the Public Hearing and (b) the plan of financing described in this Resolution. The City Clerk has caused a notice of the Public Hearing, in substantially the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the City no fewer than 14 days prior to the Public Hearing.

Section 11. All acts and doings of the City officials authorized by this Resolution that are in conformity with the purposes and intents of this Resolution are in all respects approved and confirmed.

Section 12. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 13. This Resolution is effective on its adoption.

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STATE OF NORTH CAROLINA

CITY OF CHARLOTTE

I. <u>Emily A. Kunze</u>, the <u>Deputy City Clerk</u> of the City of Charlotte, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled "A RESOLUTION MAKING CERTAIN FINDINGS AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR ISSUANCE OF AIRPORT REVENUE BOND FINANCINGS AND RELATED MATTERS" adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 27th day of March, 2017, the reference having been made in Minute Book <u>142</u>, and recorded in full in Resolution Book <u>48</u>, Page(s) <u>24-29</u>.

SS:

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of March _____, 2017.



Emily A. Kunze, Deputy City Clerk

To be published once in the *Mecklenburg Times* at least 14 days before the public hearing

TEFRA NOTICE

NOTICE OF A PUBLIC HEARING REGARDING THE FINANCING OF CERTAIN AIRPORT PROJECTS WITH THE PROCEEDS OF A TAX-EXEMPT BONDS AND NOTES TO BE ISSUED BY THE CITY OF CHARLOTTE, NORTH CAROLINA

NOTICE IS HEREBY GIVEN to all interested parties that the City of Charlotte, North Carolina, a municipal corporation of the State of North Carolina (the "City"), has determined to issue its an Airport Revenue Bonds and Airport Revenue Bond Anticipation Note, in several series, in an aggregate principal amount not to exceed \$565,000,000 (collectively, the "Bonds") the interest on which will be excludible from gross income for federal income tax purposes.

The Bonds will also be issued (A) to finance and refinance, together with other available funds of the City, all or a portion of the costs of certain projects at the Charlotte Douglas International Airport (the "Airport"), including (1) improvements to long-term parking lots, (2) addition to airline space in Concourse E, (3) design and construction of Phase II of an expansion of the East Terminal, (4) design and construction of Terminal rehabilitation and related projects, (5) construction of a Concourse E baggage transfer station, (6) construction of Phase I of an expansion of Concourse A, (7) implementation of Phase II of energy infrastructure improvements, (8) expansion of Long-Term 2 parking lot, (9) design and construction of a concession distribution warehouse, (10) design and construction of the expansion of the Terminal lobby, (11) design and construction of Phase I of the expansion of Little Rock Road, (14) construction of the Business Valet Parking Deck II, (15) construction and expansion of the Terminal fuel farm and (16) design and construction of a joint operations center (collectively, the "Projects"), (B) to fund any necessary debt service reserves, (C) to pay capitalized interest on the Bonds and (D) to pay the costs of issuing the Bonds.

The Airport and the Projects are located 5501 Josh Birmingham Parkway, Charlotte, North Carolina 28208. The Projects will be, and have at all times been, owned and operated by the City.

NOTICE IS HEREBY GIVEN that the City will hold a public hearing in the Meeting Chamber at the Charlotte-Mecklenburg County Governmental Center, 600 East Fourth Street, Charlotte, North Carolina 28202, on April 10, 2017 at 6:30 p.m., or as soon as practicable thereafter, at which time any person may be heard regarding the proposed issuance of the Bonds and the nature and location of the Projects. All interested parties are invited to present comments, either orally or in writing, at the public hearing regarding the proposed issuance of the Bonds and the location and nature of the Projects.

Any person wishing to comment in writing on the proposed issuance of the Bonds and the nature and location of the Projects should do so within 14 days after the date of publication of this notice to the Chief Financial Officer of the City, 600 East Fourth Street, Tenth Floor, Charlotte, North Carolina, 28202, Attention: Chief Financial Officer.

> By: <u>/s/ Emily A. Kunze</u> Deputy City Clerk City of Charlotte, North Carolina

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

Whereas, North Carolina General Statute 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached (Exhibit A) be declared as surplus and sold at public auction; now therefore,

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on April 1, 2017 at 9am the surplus property described on (Exhibit A), at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

Adopted on this <u>27th</u> day of <u>March</u>, 2017

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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 30-37.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of March, 2017.



Im

Emily A. Kunze, Deputy City Clerk

NORTH CAROLINA

MECKLENBURG COUNTY

DELEGATION OF AUTHORITY

TO TRANSFER TITLES

Rex E. Dye and/or Kay Elmore are hereby authorized to execute on behalf of City of Charlotte such documents as may be necessary to evidence the transfer of titles for the specific vehicles declared as surplus by the City Manager upon the sale of said vehicles at the date and time set forth below:

Date: April 1, 2017 at 9am

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the ______day of ______, 2017.

Signature: _____

Title:______

Wrecked-Roll Over	44511	6G3NS5U2XEL932949	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2014	PDA078
Wrecked-Front End	41982	6G1MK5U24DL826239	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2013	PDA658
Wrecked-Front and Rear	41968	6G1MK5U22DL829236	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2013	PDA875
Wrecked-Front End	35145	6G3NS5U26EL961218	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2014	PDA392
Wrecked-Roll Over	32536	2FAHP71V59X132158	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2009	PDA825
Wrecked-All Over	13070	6G3NS5U28EL952357	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2014	PDA169
Age,mileage,and repair	11518	2FABP7BV1AX117200	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA351
Wrecked-Rear End	9916	6G3NS5U26EL952292	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2014	PDA144
Age,mileage,and trans	1284 hrs	K0M10E7390	FORKLIFT	MLULLIOK	LULL	1990	FDZ124R
Age,mileage,and repairs	0	10HHTD1C431000002	FLAT BED TRAILER	HTD18D	HUDSON	2003	WDY937
Age,mileage,and repairs	0	10HHTD1D081000093	FLAT BED TRAILER	HTD18D	HUDSON	2008	SMY870
Age, mileage, and repairs	0	1DTL008117CO	FLAT BED TRAILER	710 D	HOMESTEADE	2008	FDY054
Age, mileage, and repairs	175284	4S7AT2F975C051206	FIRE PUMPER TRUCK	RESERVE ENGINE 80	SPARTAN	2005	F75527
Poor Condition	290275	1FDXE45PX7DA61108	ELKHART BUS	E450	FORD	2007	76993
Poor Condition	260553	1FDXE45P67DA59095	ELKHART BUS	E450	FORD	2007	76992
Poor Condition	200012	1FDXE45P67DA51546	ELKHART BUS	E450	FORD	2007	76988
Poor Condition	176593	1FD4E45P28DB56900	ELKHART BUS	E450	FORD	2008	78018
Poor Condition	175207	1FD4E45P48DB56896	ELKHART BUS	E450	FORD	2008	78017
Poor Condition	174508	1FDXE45PX7DA37939	ELKHART BUS	E450	FORD	2007	76986
Poor Condition	173858	1FDXE45P87DA43125	ELKHART BUS	E450	FORD	2007	76989
Poor Condition	163395	1FD4E45P68DB43017	ELKHART BUS	E450	FORD	2008	78012
Poor Condition	150727	1FD4E45P88DB43018	ELKHART BUS	E450	FORD	2008	78013
**Scheduled for Decommission	195188	1FVABTAK83HL00296	DUMP TRUCK	FL70	FREIGHTLINER	2002 .	WDD203
Age, mileage, and repairs	112160	1FDWF80CXSVA39990	DUMP TRUCK	F-800	FORD	1995	SMD306
Age, mileage, and engine	82991	1HTSCAAL62H538305	DUMP TRUCK	4700	INTERNATIONAL	2002	SMD385
Age,mileage,and repairs	77931	1FVHBXAK62HJ58602	DUMP TRUCK	FL80	FREIGHTLINER	2002	SMD423
Age,mileage,and repairs	63722	1FDJF37H3REA18097	DUMP TRUCK	F-350	FORD	1994	LMD207
**Scheduled for Decommission	46959	1FDWK74P7MVA33425	DUMP TRUCK	F-700	FORD	1991	WWD427
Age, mileage, and repairs	30634	1FDWK74P3NVA18440	DUMP TRUCK	F-700	FORD	1992	WSD430
Age,mileage,and repairs	117143	1HTGCADT3XH621263	CONCRETE MIXER TRUCK	2554	INTERNATIONAL	1999	SMJ223
Age, mileage, and repair	110383	1FMYU96H16KC73496	COMPACT SUV HYBRID	ESCAPE HYBRID	FORD	2006	WWA015
Age, mileage, and repairs	100912	1FMYU96H06KB36372	COMPACT SUV HYBRID	ESCAPE HYBRID	FORD	2006	CTA100
Age,mileage,and repairs	96281,	1FMCU59H98KB75477	COMPACT SUV HYBRID	ESCAPE HYBRID	FORD	2008	WWA029
Age,mileage,and repairs	248990	1GTGG25V741168969	CARGO VAN	G2500 GMÇ	G.M.C.	2004	ACB045
Age, mileage, and repairs	207870	1GCGG25U971157807	CARGO VAN	G-2500	CHEVROLET	2007	ACB057
Age, mileage, and repairs	125133	1FTHF36F9VEC20942	BRUSH TRUCK	BRUSH 31	FORD	1997	F71125
Age, mileage, and repairs	89202	1FTHF36F9VEC20939	BRUSH TRUCK	BRUSH 5	FORD	1997	F71122
**Scheduled for Decommission	161851	5SXHANCY57RZ20431	AUTOMATED REFUSE TRUCK	CONDOR	FREIGHTLINER	2007	SNP126
**Scheduled for Decommission	140884	1M2AU04C6AM004699	AUTOMATED REFUSE TRUCK	LEU613	MACK	2010	SNP816
Age and repairs	261 hrs	2102306	200KW GENERATOR	10880610200	GENERAC	2009	BSS1
Poor Condition	72221	1GDP7H1J3NJ500084	FLUSHER TRUCK	ETNYER	GMC	1992	65505
REMOVAL REASON	Mileage / Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	YEAR	EQUIP,#

1 of 6

Auction Date: April 1, 2017

Exhibit - A

Wrecked-Front End	111134	2FABP7BV3BX119290	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA074
**Scheduled for Decommission	110925	2FAHP71V09X132150	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2009	PDA802
**Scheduled for Decommission	110676	2FAFP71V38X125621	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA384
Age,mileage,and repairs	107813	2FAFP71V38X170543	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA778
Age,mileage,and repairs	107706	2C3CDXAG8CH205219	FULL SIZE SEDAN	CHARGER	DODGE	2012	PDA924
Age, mileage, and repairs	106174	2FAFP71W37X101746	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2007	PDA915
**Scheduled for Decommission	103068	6G1MK5U24CL606887	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2012	PDA344
**Scheduled for Decommission	102627	6G1MK5U23CL606833	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2012	PDA339
**Scheduled for Decommission	102209	2FABP7BVXBX118640	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA943
Age,mileage,and repair	101442	2FABP7BV4AX105722	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA269
Age,mileage,and repair	101232	2FABP7BV7AX117203	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA388
**Scheduled for Decommission	100233	2FABP7BV9BX185178	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA273
Age,mileage,and repair	99530	2FAFP71V78X170545	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA783
Age,mileage,and repair	98764	6G1MK5U27CL608651	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2012	PDA365
Age,mileage,and repair	97402	2C3CDXAG1CH208981	FULL SIZE SEDAN	CHARGER	DODGE	2012	PDA345
Age,mileage,and repairs	96270	2FABP7BV6BX116688	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA032
**Scheduled for Decommission	96164	2C3CDXAG0CH237128	FULL SIZE SEDAN	CHARGER	DODGE	2012	PDA103
Age,mileage,and trans	95975	2FAHP71V39X132109	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2009	PDA492
**Scheduled for Decommission	95473	2FAHP71V99X132146	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2009	PDA775
Age,mileage,and repairs	95467	2B3CL1CG0BH556571	FULL SIZE SEDAN	CHARGER	DODGE	2011	PDA005
Age,mileage,and repairs	93601	2FAFP71V18X170542	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA774
**Scheduled for Decommission	93418	2B3CL1CG8BH556561	FULL SIZE SEDAN	CHARGER	DODGE	2011	PDA520
Wrecked-Front End	91980	2FABP7BV7BX185163	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA173
Age, mileage, and repairs	91602	2FAFP71V68X167393	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA617
Age,mileage,and repairs	88641	2FAFP71V28X122256	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA192
Age,mileage,and trans	87782	2FABP7BV1BX185157	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA149
Age,mileage,and trans	87703	2B3CL1CG3BH556564	FULL SIZE SEDAN	CHARGER	DODGE	2011	PDA228
**Scheduled for Decommission	83331	2FAFP71W26X103616	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2006	PDA575
Age, mileage, and repair	81054	2FAFP71W85X179453	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2005	PDA133
**Scheduled for Decommission	77839	2FAFP71W55X125818	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2005	CTA063
Age,mileage,and repairs	75379	2FAFP71W31X180049	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2001	CAA981R
Wrecked-Rear End	74087	2FABP7BV9AX135623	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA374
Age,mileage,and repairs	73376	2FAFP71W97X101766	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2007	PDA873
Wrecked-Side and Rear End	72600	2FABP7BV4AX117207	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA441
Wrecked-Pass Side	71829	2C3CDXAG0CH205229	FULL SIZE SEDAN	CHARGER	DODGE	2012	PDA069
Wrecked-Front and Side	70375	2FAFP71W9WX130084	FULL SIZE SEDAN	CROWN VICTORIA	FORD .	1998	CAA159N
Age,mileage,and repair	67767	2FABP7BVXBX185187	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA430
Wrecked-Front End	67219	6G1MK5U26CL605305	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2012	PDA818
**Scheduled for Decommission	60087	2C3CDXAG1CH205224	FULL SIZE SEDAN	CHARGER	DODGE	2012	PDA988
Wrecked-Front End	47993	6G3NS5U20EL932958	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2014	PDA282
Wrecked-Rear End	44544	6G1MK5U23DL826281	FULL SIZE SEDAN	CAPRICE	CHEVROLET	2013	PDA594
REMOVAL REASON	Mileage / Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	YEAR	EQUIP.#

Auction Date: April 1, 2017

City of Charlotte - Rolling Stock Auction

Exhibit - A

**Scheduled for Decommission	97943	2G1WS57M891199495	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	PDA117
Wrecked-Rear End	97346	2G1WS553889174039	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA106
Age,mileage,and trans	94548	2G1WS57M491269767	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	PDA287
Age,mileage,and repairs	93521	2G1WS551169421378	MID SIZE SEDAN	IMPALA	CHEVROLET	2006	PDA683
Age,mileage,and repair	91772	2G1WF55K949405195	MID SIZE SEDAN	IMPALA	CHEVROLET	2004	PDA946N
Age, mileage, and repair	90115	2G1WF55K149404333	MID SIZE SEDAN	IMPALA	CHEVROLET	2004	PDA927
Age,mileage,and Engine	76799	2G1WS551769426388	MID SIZE SEDAN	IMPALA	CHEVROLET	2006	PDA817
Age,mileage,and repair	76005	1G1ZS51866F183535	MID SIZE SEDAN	MALIBU	CHEVROLET	2006	PDA5188
**Scheduled for Decommission	60530	1FAFP52U53A203716	MID SIZE SEDAN	TAURUS	FORD	2003	NDA070
Age,mileage,and repairs	60530	1FAFP52U53A203716	MID SIZE SEDAN	TAURUS	FORD	2003	NDA070
**Scheduled for Decommission	52271	1FAFP52U83A161154	MID SIZE SEDAN	TAURUS	FORD	2003	WCA016
**Scheduled for Decommission	44954	1FAFP52U52A194384	MID SIZE SEDAN	TAURUS	FORD	2002	NDA066
**Scheduled for Decommission	43012	1FAFP52U92A194386	MID SIZE SEDAN	TAURUS	FORD	2002	NDA065
Age, mileage, and repairs	43012	1FAFP52U92A194386	MID SIZE SEDAN	TAURUS	FORD	2002	NDA065
Wrecked-Front End	29250	4T1BF1FK7FU906844	MID SIZE SEDAN	CAMRY	ΤΟΥΟΤΑ	2015	PDA6178
Wrecked-All over	3970	2G1WD5E38G1138133	MID SIZE SEDAN	IMPALA	CHEVROLET	2016	PDA5614
Age,mileage,and repairs	18550	1FVABTAK52HK06925	MATERIAL SPREADER TRUCK	FL70	FREIGHTLINER	2002	SMJ289
Poor Condition	178579	1FDXE45P25HB13577	GOSHEN BUS	E450	FORD	2005	75973
Poor Condition	168769	1FDXE45P15HB31861	GOSHEN BUS	E450	FORD	2005	75844
Poor Condition	156095	1FDXE45P15HB13568	GOSHEN BUS	E450	FORD	2005	75972
Poor Condition	120921	1FDXE45P85HB13556	GOSHEN BUS	E450	FORD	2005	75971
Age,mileage,and repair	171025	2FAFP71W16X134842	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2006	FDA169
Age,mileage,and repairs	134428	2FABP7BV8AX117193	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA237S1
Age, mileage, and repair	131792	2FAHP71V09X140345	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2009	PDA164
Age,mileage,and repairs	130574	2FAFP71V88X170537	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2008	PDA834
Age, mileage, and repairs	127382	2FAFP71W17X101759	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2007	PDA922
Age, mileage, and repairs	126482	2FABP7BV6AX105723	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA281
Age,mileage,and repairs	125425	2FAFP71W27X158925	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2007	PDA307
Age, mileage, and repair	123897	2FABP7BV7AX135605	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA227
Wrecked-Front End	123773	2FABP7BV6BX118571	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA015
Age,mileage,and repairs	120092	2FABP7BV4AX105767	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA877
Age,mileage,and repairs	119879	2FABP7BV8BX119298	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA140
Age, mileage, and repair	119738	2FAFP71W56X103609	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2006	CAA553N
Age,mileage,and repair	118539	2FABP7BV2AX117187	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA008
Age, mileage, and repair	118235	2FABP7BV0BX118601	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA591
Age, mileage, and repair	118030	2FABP7BV9BX185181	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2011	PDA303
Age,mileage,and repair	117577	2FABP7BV6AX117208	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA452
Wrecked-Rear End	113450	2FABP7BV3AX117215	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA588
Age,mileage,and repairs	112918	2FABP7BV8AX105738	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2010	PDA572
Age,mileage,and trans	111266	2FAFP71W53X167483	FULL SIZE SEDAN	CROWN VICTORIA	FORD	2003	FDA083
**Scheduled for Decommission	111240	2B3CL1CG1BH556563	FULL SIZE SEDAN	CHARGER	DODGE	2011	PDA504
REMOVAL REASON	Mileage / Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	YEAR	EQUIP,#
							-

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Auction Date: April 1, 2017

City of Charlotte - Rolling Stock Auction

Exhibit - A

Wrecked-Front End	148060	2G1WB58K869253176	MID SIZE SEDAN	IMPALA	CHEVROLET	2006	CTA105
Age, mileage, and repairs	144068	1G1ZS58N97F165026	MID SIZE SEDAN	MALIBU	CHEVROLET	2007	PDA5215
Age,mileage,and repairs	142997	1G1ZS518X6F182372	MID SIZE SEDAN	MALIBU	CHEVROLET	2006	PDA5187
Age, mileage, and repairs	141988	1G1ZG57N084202139	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5301
Age, mileage, and repairs	140777	1G1ZG57N284202269	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5302
**Scheduled for Decommission	139050	1G1ZG57N284199289	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5288
Age, mileage, and repair	138855	2G1WS55R279253256	MID SIZE SEDAN	IMPALA	CHEVROLET	2007	PDA5231
Age,mileage,and repairs	137669	2G1WD5EM4A1135861	MID SIZE SEDAN	IMPALA	CHEVROLET	2010	PDA5355
Age,mileage,and repairs	135737	2G1WD5EM0B1202229	MID SIZE SEDAN	IMPALA	CHEVROLET	2011	PDA5370
Age,mileage,and repairs	131643	1G1ZS58N77F163131	MID SIZE SEDAN	MALIBU	CHEVROLET	2007	PDA5211
Age,mileage,and repairs	131425	2G1WS55R879256436	MID SIZE SEDAN	IMPALA	CHEVROLET	2007	PDA5238
Age,mileage,and repair	130427	1G1ZG57N994182264	MID SIZE SEDAN	MALIBU	CHEVROLET	2009	PDA5317
**Scheduled for Decommission	128747	2G1WS553X89280797	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA183
Age, mileage, and repair	128747	2G1WS553X89280797	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA183
Age, mileage, and repair	128250	1G1ZT57N37F311757	MID SIZE SEDAN	MALIBU	CHEVROLET	2007	PDA5252
**Scheduled for Decommission	126611	2G1WS553789281275	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA182
Age, mileage, and repairs	126611	2G1WS553789281275	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA182
Age,mileage,and repairs	125184	2G1WS57M091194372	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	PDA061
Age, mileage, and repair	124261	1G1ZG57N294185605	MID SIZE SEDAN	MALIBU	CHEVROLET	2009	SNA038
**Scheduled for Decommission	121215	2G1WS553589172748	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA275
**Scheduled for Decommission	120110	2G1WS553681240151	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA5312
Age, mileage, and repair	120110	2G1WS553681240151	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA5312
Age,mileage,and repair	118889	2G1WS553989282198	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA181
Age, mileage, and repairs	117448	2G1WD5EM0A1202570	MID SIZE SEDAN	IMPALA	CHEVROLET	2010	PDA5364
Age, mileage, and repair	115134	1G1ZG57N194183540	MID SIZE SEDAN	MALIBU	CHEVROLET	2009	SNA039
Age, mileage, and repair	114815	1G1ZG57N994185794	MID SIZE SEDAN	MALIBU	CHEVROLET	2009	SNA041
**Scheduled for Decommission	114677	1G1ZT58N87F203519	MID SIZE SEDAN	MALIBU	CHEVROLET	2007	PDA5243
Age,mileage,and repair	113559	2G1WS553189220682	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA5264
Age, mileage, and repairs	112815	2G1WS553489223768	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA5253
Age,mileage,and repairs	111888	1G1ZG57N394183832	MID SIZE SEDAN	MALIBU	CHEVROLET	2009	SNA040
Age,mileage,and repairs	110603	1G1ZG57N984202060	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5294
Age,mileage,and repairs	109535	2G1WS553489281752	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA184
Age,mileage,and repairs	108761	2G1WS57M291268908	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	PDA301
Wrecked-Front End	108326	2G1WS57M691239346	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	FDA206
Age,mileage,and repair	106838	1G1ZG57N484201026	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5289
**Scheduled for Decommission	102463	2G1WS57M191269645	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	 PDA290
Age,mileage,and repair	100236	2G1WS57M391269436	MID SIZE SEDAN	IMPALA	CHEVROLET	2009	PDA262
**Scheduled for Decommission	99471	2G1WS553389281239	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA180
Age,mileage,and repairs	99471	2G1WS553389281239	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	FDA180
Age,mileage,and repair	99327	1FAFP52UX4A139691	MID SIZE SEDAN	TAURUS	FORD	2004	PDA5111
Age,mileage,and repairs	98714	2G1WS553X89173104	MID SIZE SEDAN	IMPALA	CHEVROLET	2008	PDA240
REMOVAL REASON	Mileage / Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	YEAR	EQUIP.#

Auction Date: April 1, 2017

Exhibit - A

Age,mileage,and repairs	189136	1FDWW36SX1EC50607	UTILITY TRUCK	F-350 C/C	FORD	2001	SMU165
**Scheduled for Decommission	187235	1GCHC29U04E357893	UTILITY TRUCK	C-2500 EXT	CHEVROLET	2004	TSJ414
Age,mileage,and repairs	179582	1FDWW36S1YEB78156	UTILITY TRUCK	F-350 C/C	FORD	2000	WSJ867
**Scheduled for Decommission	162614	1FDAW4HR4AEA16862	UTILITY TRUCK	F-450 C/C	FORD	2010	WDJ409
Wrecked	146154	1FDXF46P37EA47184	UTILITY TRUCK	F-450	FORD	2007	WDJ610
Age,mileage,and repairs	99269	1HTMMAAN83H590866	UTILITY TRUCK	4300 SBA	INTERNATIONAL	2003	WDJ849
Age,mileage,and repair	83991	1FDXF46Y15EC97030	UTILITY TRUCK	F-450	FORD	2005	WFJ509SM
Age, mileage, and repairs	69757	3FDWW6528YMA27764	UTILITY TRUCK	F-650 C/C	FORD	2000	WSJ868
Age,mileage,and repairs	2055 hrs	1101904	UTILITY TRACTOR	380 CASE	CASE	1979	- WWT500
Age,mileage,and repairs	1471 hrs	20918	TRAILER MOUNTED COMPRESSOR	250 CFM	SULLIVAN	2001	WDC213
Age,mileage,and repairs	207 hrs	13044	TRAILER MOUNTED COMPRESSOR	MC44	SULLAIR	2008	WSC846
**Scheduled for Decommission	0	1B9AF511XCP825280	SPEED RADAR TRAILER	ATS-5	NDI	2012	PDY136
Age,mileage,and repair	91035	JHMFA362X6S027252	SMALL SEDAN HYBRID	CIVIC HYBRID	HONDA	2006	EDA114
Age, mileage, and repair	34162 ,	JHMES96615S017383	SMALL SEDAN HYBRID	CIVIC HYBRID	HONDA	2005	SSA005
Age,mileage,and repairs	188311	1FTRF12237NA57896	PICKUP TRUCK	F-150	FORD	2007	WDU700
Age, mileage, and repair	171115	1FTNF20575EA93332	PICKUP TRUCK	F-250	FORD	2005	SSU044
Age,mileage,and repair	133955	1FTYR10U58PA77791	PICKUP TRUCK	RANGER	FORD	2008	WCU507
Age,mileage,and Trans	112529	1FTRF12W19KA75045	PICKUP TRUCK	F-150	FORD	2009	WCU322
Age,mileage,and repairs	104190	1FTRF12WX9KA70216	PICKUP TRUCK	F-150	FORD	2009	WDU820
Age,mileage,and repairs	96803	1GCCS19X338259956	PICKUP TRUCK	S-10	CHEVROLET	2003	WEU427
Age, mileage, and repairs	93433	1GCEK14V26Z279144	PICKUP TRUCK	K-1500	CHEVROLET	2006	WDU636
Age,mileage,and repair	88200	1FTRF17L72NB24493	PICKUP TRUCK	F-150	FORD	2002	LMU462
Age, mileage, and repair	51493	1GCCS19W318225312	PICKUP TRUCK	S-10	CHEVROLET	2001	TEU005
Poor Condition	45972	1FTYR1OU81TA48881	PICKUP TRUCK	RANGER	FORD	2001	72850
Age,mileage,and repairs	153174	1FMEU73807UB33098	MID SIZE SUV	EXPLORER	FORD	2007	CTA115
Age, mileage, and repair	117873	1FMZU72X0YUB78473	MID SIZE SUV	EXPLORER	FORD	2000	SNA006
Wrecked-Front End	110107	1FM5K8ARXEGA64990	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA782
. Age,mileage,and repairs	83710	1GNDT13W412157896	MID SIZE SUV	BLAZER	CHEVROLET	2001	WAA030
Wrecked-Front End	64944	1FM5K8AR3EGA64989	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA750
Wrecked-Roll Over	54413	1FM5K8AR5EGC60044	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA435
Wrecked-Front End	51334	1FM5K8ARXEGC60055	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA200
Wrecked-All over	48927	1FM5K8AR6EGC60070	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA615
Wrecked-Front End	38711	1FM5K8AR8EGC60068	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA600
Wrecked-Rear and Side	25060	1FM5K8AR3FGB61224	MID SIZE SUV	EXPLORER INTR	FORD	2015	PDA294
Wrecked-Roll Over	18727	1FM5K8AR1EGC60090	MID SIZE SUV	EXPLORER INTR	FORD	2014	PDA744
Wrecked-Rear End	4683	1FM5K8AR7HGA70945	MID SIZE SUV	EXPLORER INTR	FORD	2017	PDA271
**Scheduled for Decommission	179170	2C3AE66G21H537791	MID SIZE SEDAN	MODE	CHRYSLER	2001	PDA7021N
Age,mileage,and repairs	159808	2G1WS551869318622	MID SIZE SEDAN	IMPALA	CHEVROLET	2006	PDA5205
Age,mileage,and repair	159057	1G1ZG57N084201623	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5300
Age,mileage,and repair	150762	1G1ZS58NX7F165505	MID SIZE SEDAN	MALIBU	CHEVROLET	2007	PDA5213
Age,mileage,and repairs	148940	1G1ZG57N184202392	MID SIZE SEDAN	MALIBU	CHEVROLET	2008	PDA5297
REMOVAL REASON	Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	. YEAR	EQUIP.#

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Auction Date: April 1, 2017

Exhibit - A

City of Charlotte - Rolling Stock Auction

Exhibit - A

Auction Date: April 1, 2017

			** Note: Listed vehicles and equipment are scheduled for disposal, pending final decommissioning.	t are scheduled for disp	ed vehicles and equipmen	** Note: Liste	
				ıt	Various other small tools and equipment	Various othe	
255 Poor Condition	20255	1FDJF37H7GNA83953	WRECKER	AATAC	FORD	1986	56582
0 Wrecked-Front End	0	4YMCL1017EG018638	VAN BODY TRAILER	6X10CGR	CARRY-ON TRAILER	2014	SSY100
412 **Scheduled for Decommission	101412	1GAHG39R321151891	VAN	G-3500 (CHEV)	CHEVROLET	2002	FDB072
644 Age,mileage,and repairs	209644	1FDWW36S01EC59977	UTILITY TRUCK	F-350 C/C	FORD	2001	TOJ493
205 **Scheduled for Decommission	194205	1GBHK29U45E223901	UTILITY TRUCK	K-2500 EXT	CHEVROLET	2005	TSJ415
age / REMOVAL REASON	Mileage / Hrs.	SERIAL NUMBER	DESCRIPTION	MODEL	MAKE	YEAR	EQUIP.#

Charlotte City Council

Resolution Authorizing Donation of Personal Property

Whereas, North Carolina G.S. 160A-280 allows a city to donate any personal property that the governing board deems to be surplus, obsolete, or unused to a nonprofit organization and:

Whereas, the City Manager has recommended that up to \$4,000 of outdoor chairs, decorative lights, a stereo system, and other miscellaneous recreational items previously used as part of the City's "NoBarriers" project be declared surplus; and

Whereas, the City Manager recommends the property be donated to Charlotte Community Toolbank; and

Whereas, City staff posted a public notice of the proposed donation at least five days prior to the adoption of this resolution;

Be it resolved, by the Charlotte City Council that the property described above is declared surplus and that the City Manager or his designee is authorized to donate the property to Charlotte Community Toolbank.

Adopted on this 27th day of March , 2017

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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 38.



Emily A. Kunze, Deputy City Clerk

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 assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of March 2017 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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 39-40.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of March, 2017.

Zm

Emily A. Kunze, Deputy City Clerk



March 27, 2017 Resolution Book 48, Page 40		
Taxpayers and Refunds Requested		
AMESSA, ALBERTO A	\$	167.69
CARGO DAVID L	\$	215.42
CARTER, CATHERINE	\$	31.18
CASON, JAMES R	\$	215.41
GATEWOOD INSURANCE	\$	21.18
GATEWOOD INSURANCE	\$	23.10
GATEWOOD INSURANCE	\$	25.03
GATEWOOD INSURANCE	\$	26.31
GATEWOOD INSURANCE	\$ \$	26.94
GATEWOOD INSURANCE	\$	28.36
GATEWOOD INSURANCE	\$	28.87
HARRIS-TEETER LLC #205	\$	321.30
HARRIS-TEETER LLC #208	\$	491.27
HARRIS-TEETER LLC #218	\$	262.94
HARRIS-TEETER LLC #258	;	434.44
JORDAN, EVELYN	\$	54.94
KAECHELE MICHAEL	\$	182.48
LED SOURCE	\$	52.66
LEE, YUEN HUN	\$	729.35
LONG, ED	\$	32.86
LOVE, PATRICIA B	\$	336.86
MAERSK INC .	\$	27,079.17
MID-AMERICA APARTMENTS,LP	\$	7,915.21
MID-AMERICA APARTMENTS, LP .	\$	7,915.21
MONU, LOUIS	\$	462.28
OFFICER, HORACE	\$	324.88
PARIDE, NICOLE	\$	733.71
PARIS TATTOO	\$	6.76
PARIS TATTOO PARIS TATTOO	\$	15.71
PARIS TATTOO PARIS TATTOO	\$	26.11
PARIS TATTOO PARIS TATTOO	\$	38.49
PARIS TATTOO PARIS TATTOO	\$	49.37
PARIS TATTOO PARIS TATTOO	\$	63.88
PENTSIL, ROSELYN MARIE	\$	224.56
PERSISTENT TELECOM SOLUTIONS INC	\$	295.88
RUSSELL, HERBERT PAUL	\$	198.66
SHARON SQUARE OFFICE INVESTORS LLC .	\$	15,716.41
	\$	237.54
SMITH, MILTON	\$	25.00
SODERBERG, CHRIS C	ې \$	33.00
SODERBERG, CHRIS C	ې \$	47.00
SODERBERG, CHRIS C	ې \$	47.00
SUZANNE H DOLAN FAMILY, LIVING TRUST	ې \$	
TOUCHSTONE ASSOCIATES LLC .		10,239.40
VIENS, CARL	\$ ¢	820.58
WASTEQUIP LLC	\$ ¢	322.12
WASTEQUIP LLC	\$ _\$\$	354.00
WASTEQUIP LLC	<u>}</u>	754.58
	<u>\$</u>	78,079.45

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of **Tomlin Way Court** in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **New Forum, Inc.** has filed a petition to close a portion of Tomlin Way Court in the City of Charlotte; and

Whereas, a portion of Tomlin Way Court is a 60-foot wide right-of-way that begins approximately 17 feet west from its intersecting point with Silver Crescent Drive, continuing 45 +/- feet to its terminus at a property currently or formerly owned by BX Holdings, LLC, and Henson-Tomlin, LLC, and consists of 0.062 Acres, as shown in the maps marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of March 27, 2017, that it intends to close a portion of Tomlin Way Court and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 24th day of April 2017, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

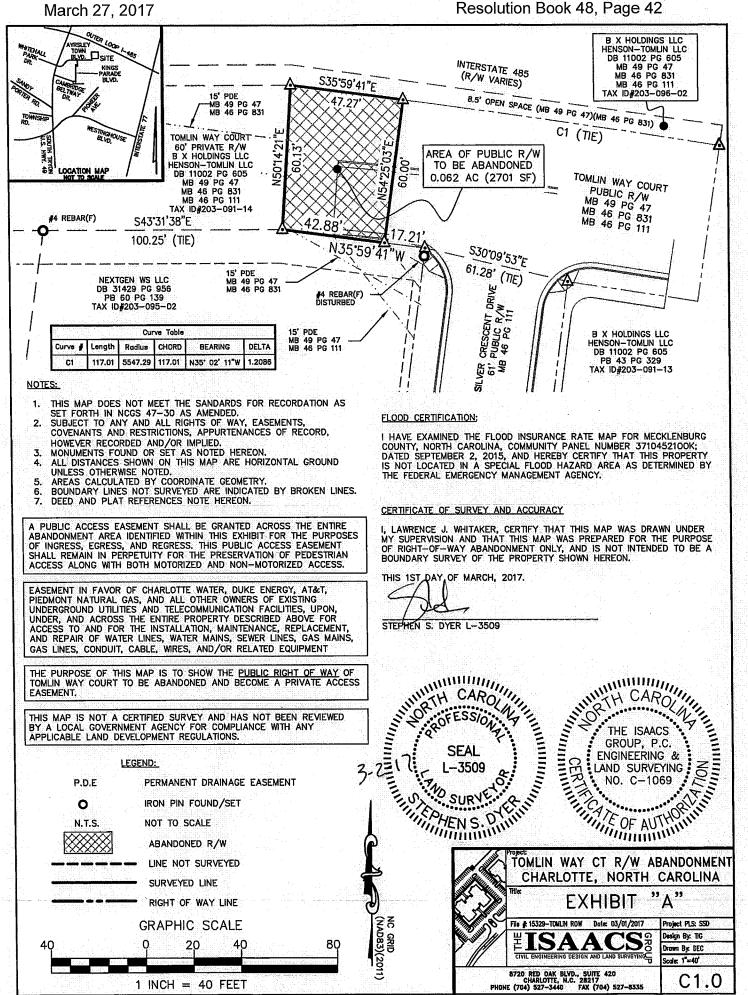
CERTIFICATION

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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 41-43.

CHAR LONG of the City of Charlotte, North Carolina, the WITNESS my hand applying 27th day of March, 2013 LS

ORTHCA

Emily A. Kunze, Deputy City Elerk



s/New Forum/Ayrsley Office. Building 15329/Surveying/Drowings/Current/Record Plats/TOMLIN ROW ABANDONMENT dwg, Layoutt, 3/1/2017 2:42:40 PM, morourke, 1:1

EXHIBIT "B"

PARCEL DESCRIPTION FOR THE ABANDONMENT OF

A PORTION OF THE PUBLIC RIGHT OF WAY OF TOMLIN WAY COURT

BEGINNING ON A #4 REBAR FOUND, SAID REBAR BEING LOCATED S 43° 31' 38" E 100.25 FEET FROM A #4 REBAR FOUND ALSO BEING A COMMON CORNER OF PARCEL A AND B (MB 60, PG 139); THENCE FROM SAID POINT OF BEGINNING N 50° 15' 21" E FOR 60.13 FEET TO A COMPUTED POINT IN THE NORTHERLY PRIVATE RIGHT OF WAY OF TOMLIN WAY COURT (MB 46 PG 111 & 831; MB 49 PG 47); THENCE WITH SAID RIGHT OF WAY S 35° 59' 41" E FOR 47.27 FEET TO A COMPUTED POINT IN THE NORTHERLY PUBLIC RIGHT OF WAY OF SAID TOMLIN WAY COURT (MB 46 PG 111 & 831; MB 49 PG 47); THENCE A NEW LINE S 54° 25' 03" W FOR 60.00 FEET TO A COMPUTED POINT, SAID COMPUTED POINT BEING N 35° 59 ' 41" W A DISTANCE OF 17.21 FEET FROM A #4 RBAR FOUND DISTURBED, SAID REBAR BEING THE NORTHEAST CORNER OF PARCEL A (MB 60 PG 139) ALSO BEING THE POINT OF INTERSECTION OF THE WESTERLY PUBLIC RIGHT OF WAY OF SILVER CRESCENT DRIVE (MB 46 PG 111 & 831; MB 49 PG 47) AND SOUTHERLY PUBLIC RIGHT OF WAY OF TOMLIN WAY COURT; THENCE WITH THE SOUTHERLY PUBLIC RIGHT OF WAY OF TOMLIN WAY COURT N 35° 59 ' 41" W FOR 42.88 FEET TO THE POINT AND PLACE OF BEGINNING; CONTAINING 0.062 ACRES (2,701 SQ. FT.), MORE OR LESS.

RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF INDEPENDENCE SQUARE PLAZA AT TRADE AND TRYON STREETS TO BEHRINGER HARVARD 101 SOUTH TRYON LP

WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 125-012-01 at the corner of Tryon and Trade Streets in Charlotte, being the site of Independence Square Plaza (the "Site"); and

WHEREAS, the Site contains approximately 5,270 square feet, a portion of which, consisting of approximately 744 square feet on the Site's southeast corner (the "Property"), is suitable for use in connection with an adjacent outside dining facility and is currently surplus to the City's needs; and

WHEREAS, North Carolina General Statute §160A-272 and Charlotte City Charter §8.131 give the City the right and option to lease the Property for its own benefit upon such market terms and conditions as it determines; and

WHEREAS, Behringer Harvard 101 South Tryon, LP ("101 S. Tryon"), desires to lease the Property for a five year term, followed by four successive optional five-year extensions, for the expansion of outside dining currently underway on an adjacent site owned by 101 S. Tryon; and

WHEREAS, in consideration of the lease, 101 S. Tryon has agreed to pay annual rent for the first year of \$8,928 (\$12 per square foot) with two percent annual rental rate increases thereafter during the lease term; and

WHEREAS, the required notice has been published and Council is convened in a regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to §8.131 of the City of Charlotte Charter, that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the city property described above to 101 South Tryon upon the terms and conditions set forth herein, and authorizes the City Manager or his Designee to execute all instruments necessary to the lease.

THIS THE 27TH DAY OF MARCH, 2017

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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 44-45.



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 8" SANITARY SEWER-SERVE 14315 HUS McGINNIS ROAD PROJECT; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the 8" SANITARY SEWER-SERVE 14315 HUS McGINNIS ROAD PROJECT and estimated to be 3,106 square feet (.071 acre) of temporary construction easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 019-181-27, said property currently owned by MARK A. HONEYCUTT and spouse, if any; JANET L. HONEYCUTT and spouse, if any; NCNB NATIONAL BANK OF NORTH CAROLINA (k/n/a "Bank of America"), Beneficiary; MECKLENBURG COUNTY TAX COLLECTOR, or the owners' successor-ininterest.

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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s)46.

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 **ORR ROAD EXTENSION PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the ORR ROAD EXTENSION PROJECT and estimated to be 18,188 square feet (.418 acre) of fee-simple area; 6,071 square feet (.139 acre) of storm drainage easement; 10,323 square feet (.237 acre) of temporary construction easement, and 84 square feet (.002 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.: 089-212-26, said property currently owned by NAWAL MAHBOUB-HOPKINS (a/k/a Nawal M. Hopkins); JEFF HOPKINS, 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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 47.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of March, 2017.

WORTH

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 MARGARET TURNER ROAD STORM DRAINAGE IMPROVEMENTS 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 MARGARET TURNER ROAD STORM DRAINAGE PROJECT and estimated to be 1,312 square feet (.03 acre) storm drainage easement; 5,154 square feet (.118 acre) in temporary construction easement, and 7,875 square feet (.181 acre) of existing drainage accepted as storm drainage easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 035-021-28, said property currently owned by OAKDALE CROSSING RESIDENTS' ASSOCIATION, INC., 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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 48.

..... 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 MARGARET TURNER ROAD STORM DRAINAGE IMPROVEMENTS 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 MARGARET TURNER ROAD STORM DRAINAGE PROJECT and estimated to be 572 square feet (.013 acre) of storm drainage easement; 4,013 square feet (.092 acre) of temporary construction easement and 6,274 square feet (.144 acre) of existing drainage accepted as storm drainage easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 035-021-43, said property currently owned by OAKDALE CROSSING RESIDENTS' ASSOCIATION, INC., 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 27th day of March, 2017 the reference having been made in Minute Book 142 and recorded in full in Resolution Book 48, Page(s) 49.

S

Emily A. Kunze, Deputy City Clerk