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

A motion was made by Councilmember Lyles $\qquad$ and seconded by Councilmember Mitchell $\qquad$ 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 and recorded in fuwditidearlution Book 48, Page(s) 1-22.
WITNESS nite that 27th day


# STATE OF NORTH CAROLINA <br> COUNTY OF MECKLENBURG COUNTY 

## CITY OF CHARLOTTE <br> AND <br> 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:

Data Collection
Regional Model Updating
Regional Model Documentation
Regional Model Team Meeting Management
Regional Model Executive Committee Meeting Management
Regional Model Reporting
Regional Model Runs/Testing
Socioeconomic Data and GIS Compilation
Freight Planning/Outreach/Survey
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 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "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 www.fhwa.dot.gov/legsregs/directives/fapatoc.htm.

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) 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:
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:<br>Norman Steinman<br>Transportation Planning Division Manager<br>Charlotte Department of Transportation<br>City of Charlotte<br>600 East Fourth Street<br>Charlotte, NC 28202<br>704-336-3939<br>nsteinman@charlottenc.gov<br>For Concord:<br>Mr. Joe Wilson, PE<br>Transportation Director<br>City of Concord Transportation Department<br>P.O. Box 308<br>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.

## 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.

March 27, 2017
Resolution Book 48, Page 8

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


william Brim Heat
Print Name
City manager


## CITY OF CHARLOTTE:

Charlotte Department of Transportation
600 East Fourth Street
Charlotte NC 28202


402 Phillip Reiger, Assistant Director


ATTEST


ATTEST


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.

(Typed or Printed Legal Name of Contractor)


## APPROVED AS TO FORM:



## APPROVAL BY CITY FINANCE OFFICER

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


# MASTER REIMBURSEMENT AGREEMENT 

FOR THE METROLINA REGIONAL TRAVEL DEMAND MODEL

## STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG COUNTY

## CITY OF CHARLOTTE <br> AND <br> 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:

- Data Collection
- Regional Model Updating
- Regional Model Documentation
- Regional Model Team Meeting Management
- Regional Model Executive Committee Meeting Management
- Regional Model Reporting
- Regional Model Runs/Testing
- Socioeconomic Data and GIS Compilation
- Freight Planning/Outreach/Survey
- 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, GastoniaFort 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 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "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 wuw. thwa.dot.gov/legsreas/directives/fapgtoc. htm .

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) 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:<br>Norman Steinman<br>Transportation Planning Division Manager<br>Charlotte Department of Transportation<br>City of Charlotte<br>600 East Fourth Street<br>Charlotte, NC 28202<br>704-336-3939<br>nsteinman@chariottenc.gov<br>For Gastonia:<br>Mr. Hank Graham, AICP<br>Principal Transportation Planner<br>City of Gastonia Planning Department<br>P.O. Box 1748<br>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 REIMBURSEMENTIN 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.

March 27, 2017
Resolution Book 48, Page 14

## 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.

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


Print Name

$\frac{3-31-17}{\text { Date }}$

## CITY OF CHARLOTTE:

Charlotte Department of Transportation
600 East Fourth Street
Charlotte NC 28202




## ATTEST



March 27, 2017
Resolution Book 48, Page 15a

Contract Approvals/Certificates

## CONTRACT: 20170162 -MASTER REIMBURSEMENT AGREEMENT

Approved as to form:
 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.
Mehoury Bradly 33/302017 11:21:30AM

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG COUNTY

## CITY OF CHARLOTTE <br> AND <br> 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:

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- Freight Planning/Outreach/Survey
- Regional Model Enhancements
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## PROGRAM DELIVERY

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## 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 HillFort 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 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "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 www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm.

Reimbursement to the City shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705,pdf) 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.

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## POINTS OF CONTACT

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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.

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The City's Project Manager is:
Anna H. Gallup, PE and Travel Demand Modeling Program Manager
Charlotte Department of Transportation
Clty of Charlotte
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704-336-8034 and agallup@charlottenc.gov
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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:<br>Norman Steinman<br>Transportation Planning Division Manager<br>Charlotte Department of Transportation<br>City of Charlotte<br>600 East Fourth Street<br>Charlotte, NC 28202<br>704-336-3939<br>nsteinman@charlottenc.gov<br>For Rock Hill:<br>Mr. David F. Hooper<br>RFATS Administrator<br>Rock Hill - Fort Mill Area Transportation Study<br>P.O. Box 11706<br>Rock Hill, SC 29731-1706<br>803-326-3897<br>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

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

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## 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.

March 27, 2017
Resolution Book 48, Page 21

## 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.

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



David B. VEhaun
Print Name
$\frac{\text { City Manager }}{\text { tile }}$
$\frac{2-21-11}{\text { Date }}$

## CITY OF CHARLOTTE:

Charlotte Department of Transportation
600 East Fourth Street
Charlotte NC 28202


March 27, 2017

## 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, 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.


## Extracts from Minutes of City Council

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at $7: 30$ 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 Lyles



*     *         * 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 " $A c t$ "), 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 longterm 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 the West Ramp, (12) construction of a vehicle maintenance facility, (13) extension of Little Rock Road, (14) construction of the Business Valet Parking Deck II, (15)

March 27, 2017
Resolution Book 48, Page 25
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 "Refinded 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, CharlotteMecklenburg 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.

STATE OF NORTH CAROLINA )

CITY OF CHARLOTTE
) $s s$ :

I, Emily A. Kunze, the 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 entitled ${ }^{\text {s }} \boldsymbol{A}$ resolution Making certain Findeygs and authorizing the application to the local governaient comimssion for issuance of airport revente bond Financings and related Matiers" 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 142, and recorded in full in Resolution Book _48 , Page(s) 24-29. .

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


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 the West Ramp, (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 "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: /s/Emily A. Kunze
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 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) 30-37.

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


# NORTH CAROLINA <br> <br> MECKLENBURG COUNTY 

 <br> <br> 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 $\qquad$ day of $\qquad$ 2017.

Signature: $\qquad$
Title: $\qquad$

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## 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 $\qquad$ 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.

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


## 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.


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 | \$ | 15.71 |
| PARIS TATTOO | \$ | 26.11 |
| PARIS TATTOO | \$ | 38.49 |
| PARIS TATTOO | \$ | 49.37 |
| 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 |
| SMITH, MILTON | \$ | 237.54 |
| SODERBERG, CHRIS C | \$ | 25.00 |
| SODERBERG, CHRIS C | \$ | 33.00 |
| SODERBERG, CHRIS C | \$ | 47.00 |
| SUZANNE H DOLAN FAMILY, LIVING TRUST | \$ | 471.35 |
| TOUCHSTONE ASSOCIATES LLC . | \$ | 10,239.40 |
| VIENS, CARL | \$ | 820.58 |
| WASTEQUIP LLC | \$ | 322.12 |
| WASTEQUIP LLC | \$ | 354.00 |
| WASTEQUIP LLC | \$ | 754.58 |
|  | \$ | 78,079.45 |

## RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of

 Tomlin Way Court in the City of Charlotte, Mecklenburg County, North CarolinaWhereas, 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 $7: 00 \mathrm{pm}$ on Monday, the $24^{\text {th }}$ day of April 2017, in CMGC meeting chamber, 600 East $4^{\text {th }}$ 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






NOTES:

1. THIS MAP DOES NOT MEET THE SANDARDS FOR RECORDATION AS SET FORTH IN NCGS 47-30 AS AMENDED.
2. SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, APPURTENANCES OF RECORD, HOWEVER RECORDED AND/OR IMPLIED.
3. MONUMENTS FOUND OR SET AS NOTED HEREON.
4. ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWIS NOTED.
5. AREAS CALCULATED BY COORDINATE GEOMEIRY.
6. BOUNDARY LINES NOT SURVEYED ARE INDICATED BY BROKEN LINES.
7. DEED AND PLAT REFERENCES NOTE HEREON.

A PUBLIC ACCESS EASEMENT SHALL BE GRANTED ACROSS THE ENTIRE ABANDONMENT AREA IDENTIFED WTHIN THIS EXHIBIT FOR THE PURPOSES OF INGRESS, EGRESS, AND REGRESS. THIS PUBLIC ACCESS EASEMENT SHALL REMAIN IN PERPETUITY FOR THE PRESERVATION OF PEDESTRIAN ACCESS ALONG WITH BOTH MOTORIZED AND NON-MOTORIZED ACCESS.

EASEMENT IN FAVOR OF CHARLOTTE WATER, DUKE ENERGY, AT\&T, PIEDMONT NATURAL GAS, AND ALL OTHER OWNERS OF EXISTING UNDERGROUND UTILITIES AND TELECOMMUNICATION FACILITIES, UPON, UNDER, AND ACROSS THE ENTIRE PROPERTY DESCRIBED ABOVE FOR ACCESS TO AND FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF WAIER LINES, WATER MAINS, SEWER LINES, GAS MAINS, GAS LINES, CONDUIT, CABLE, WIRES, AND/OR RELATED EQUIPMENT

THE PURPOSE OF THIS MAP IS TO SHOW THE PUBLIC RIGHT OF WAY OF TOMLIN WAY COURT TO BE ABANDONED AND BECOME A PRIVATE ACCESS EASEMENT.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND:

$1 \mathrm{NCH}=40$ FEET

FLOOD CERTIFICATION:
1 HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR MECKLENBURG COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBER 3710452100K; DATED SEPTEMBER 2, 2015, AND HEREBY CERTFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

## CERTIFICATE OF SURVEY AND ACCURACY

1, LAWRENCE J. WHITAKER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THAT THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.


## 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 $43^{\circ} 31^{\prime} 38^{\prime \prime}$ 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 $50^{\circ} 15^{\prime} 21^{\prime \prime}$ 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 $35^{\circ} 59^{\prime} 41^{\prime \prime}$ 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 $54^{\circ} 25^{\prime} 03^{\prime \prime}$ W FOR 60.00 FEET TO A COMPUTED POINT, SAID COMPUTED POINT BEING N $35^{\circ} 59$ ' $41^{\prime \prime}$ 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 $35^{\circ} 59^{\prime}$ ' $41^{\prime \prime}$ 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 $\S 8.131$ 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 fiveyear 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 $\S 8.131$ 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.

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.

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


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 $\mathbf{3 , 1 0 6}$ 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 ( $\mathrm{k} / \mathrm{n} / \mathrm{a}$ "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.

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


## 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 MAHBOUBHOPKINS (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.


## 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.

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


## 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.

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


