

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of N. Brevard Street in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **White Point Paces Partners, LLC** has filed a petition to close a portion of N. Brevard Street in the City of Charlotte; and

Whereas, a portion of the N. Brevard Street right-of-way begins 140 +/- feet east from its intersecting point with Belmont Avenue, continuing 335 +/- feet in a northeastern direction to its terminus at its intersecting point with Parkwood Avenue, and consists of 18,039 square feet, 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.

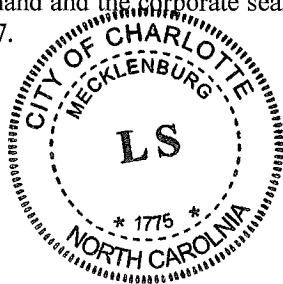
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 13, 2017, that it intends to close a portion of N. Brevard Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 11th day of December 2017, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

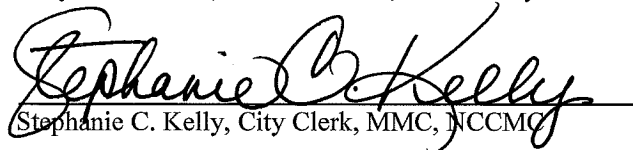
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 499-501.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.

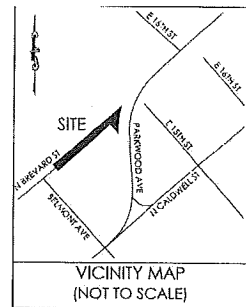



Stephanie C. Kelly, City Clerk, MMC, NCCMC

SURVEY NOTES:

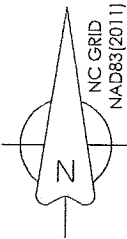
1. THIS SURVEY IS OF EXISTING PARCELS OF LAND.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. AREA COMPUTED BY THE COORDINATE METHOD.
4. REFERENCE(S): AS SHOWN.
5. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY WHICH ARE NOT SHOWN HEREON.
6. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. THIS PLAT/PROPERTY IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, UTILITY EASEMENTS, DEED RESTRICTIONS, RESTRICTIVE COVENANTS OR AGREEMENTS WHICH MAY OR MAY NOT BE OF RECORD AND APPLICABLE HERE TO THE DATE OF THIS SURVEY.
7. UNDERGROUND UTILITIES ARE NOT LOCATED AT THE TIME OF SURVEY.
8. PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA. (FIRM MAP NO. 3710455400K, EFFECTIVE ON 02/19/2014).
8. THIS ABANDONMENT OF RIGHT OF WAY DOES NOT AFFECT ANY CURRENT AND VALID EASEMENT FOR UTILITY FACILITIES, UPON, UNDER AND ACROSS THE ENTIRE PROPERTY DESCRIBED AND SHOWN HEREON.

November 13, 2017
Resolution Book 48, Page 500



I, _____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

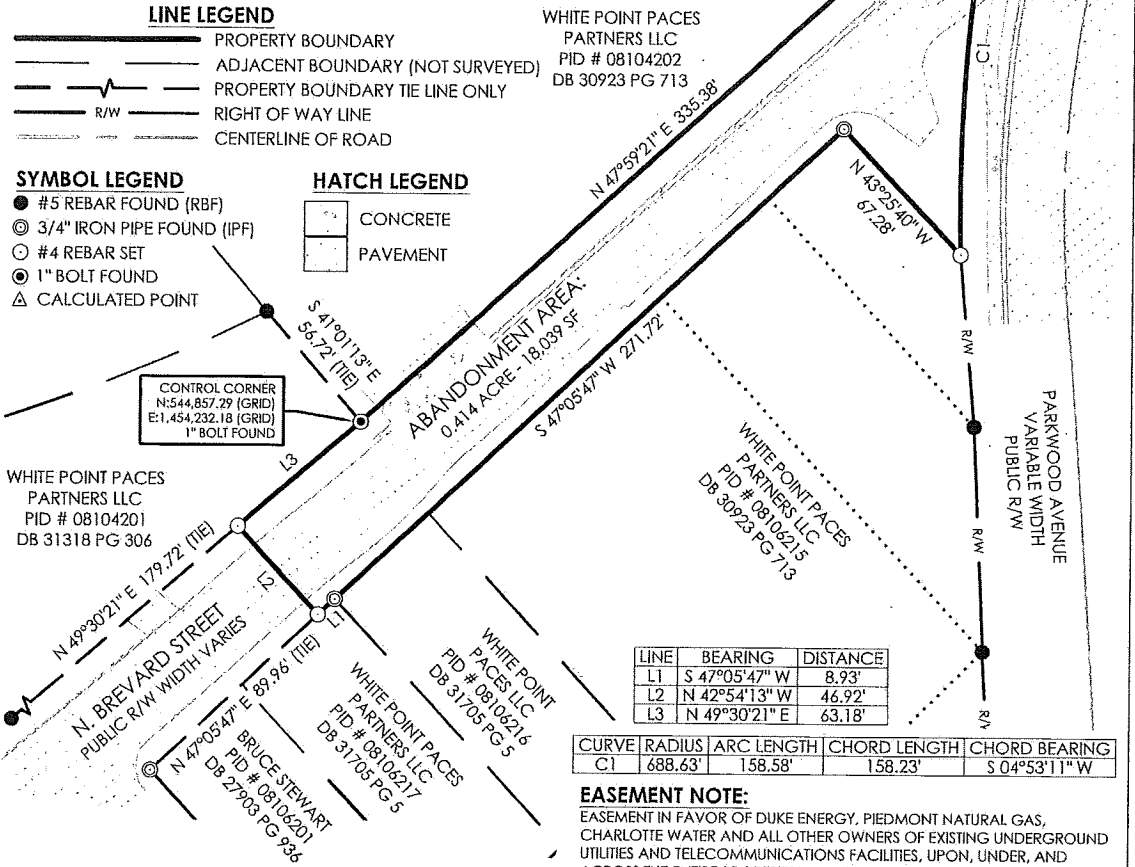


CONTROL CORNER
N:545,081.72 (GRID)
E:1,454,481.33 (GRID)
#5 REBAR FOUND

- LINE LEGEND**
- PROPERTY BOUNDARY
 - - - ADJACENT BOUNDARY (NOT SURVEYED)
 - - - PROPERTY BOUNDARY TIE LINE ONLY
 - - - R/W RIGHT OF WAY LINE
 - - - CENTERLINE OF ROAD

- SYMBOL LEGEND**
- #5 REBAR FOUND (RBF)
 - ⊙ 3/4" IRON PIPE FOUND (IPF)
 - #4 REBAR SET
 - ⊙ 1" BOLT FOUND
 - △ CALCULATED POINT

- HATCH LEGEND**
- ▨ CONCRETE
 - ▨ PAVEMENT



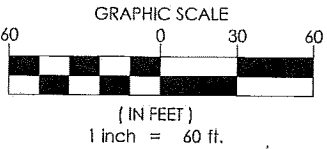
LINE	BEARING	DISTANCE
L1	S 47°05'47" W	8.93'
L2	N 42°54'13" W	46.92'
L3	N 49°30'21" E	63.18'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.63'	158.58'	158.23'	S 04°53'11" W

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

I, ZACHERY R. ROGERS, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: DOES NOT EXCEED 0.10'
- (3) TYPE OF GPS FIELD PROCEDURE: GNSS RTK NETWORK (VRS)
- (4) DATE(S) OF SURVEY: 7/14/2015
- (5) DATUM/EPOCH: NAD83(2011)
- (6) PUBLISHED/FIXED-CONTROL USED: NC49
- (7) GEOID MODEL: GEOID12A
- (8) COMBINED GRID FACTOR: CGF = 0.99984457
- (9) UNITS: US SURVEY FEET



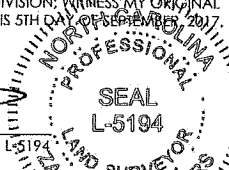
- ABBREVIATIONS**
- DB DEED BOOK
 - MB MAP BOOK
 - PG PAGE
 - POB POINT OF BEGINNING
 - R/W RIGHT-OF-WAY
 - SF SQUARE FEET

I, ZACHERY R. ROGERS, PLS, CERTIFY THAT THIS EXHIBIT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEEDS REFERENCED AS SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM DEEDS REFERENCED AS SHOWN; THAT THE RATIO OF PRECISION EXCEEDS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION F-11D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER & SEAL THIS 5TH DAY OF NOVEMBER, 2017.

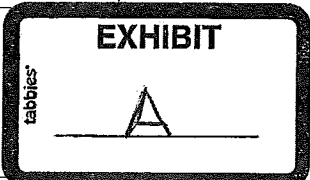
RIGHT OF WAY ABANDONMENT EXHIBIT
A PORTION OF N. BREVARD STREET
0.414 ACRES
CHARLOTTE, NC 28206
MECKLENBURG COUNTY

SURVEY EXHIBIT FOR:
WHITE POINT PACES PARTNERS, LLC

Zachery R. Rogers
ZACHERY R. ROGERS, PLS N.C. REG. NO.: L-5194



Rogers
LAND SURVEYING
1421 Cyrus Drive Charlotte, NC 28205
p: 704.450.4779 | www.RogersLandSurveying.com
NC FIRM LICENSE #: C-4342



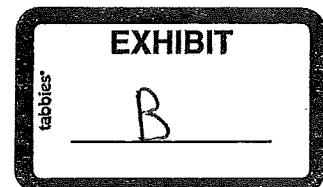
LEGAL DESCRIPTION

Being that certain parcel of land lying and being situated in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

COMMENCING at an existing #5 rebar located at the northern right of way intersection of Parkwood Avenue & N. Brevard Street, said point having North Carolina Grid Coordinates (NAD83/2011) of N: 545,081.72' and E: 1,454,481.33'; thence with the westerly right of way of Parkwood Avenue along a curve to the left having a radius of 688.63', for an arc length of 158.58', said curve having a chord bearing and distance of S04°53'11"W 158.23' to a #4 rebar set on the southerly right of way line of N. Brevard Street; thence with the southerly right of way of N. Brevard Street the following three (3) calls: (1) N43°25'40"W 67.28' to an existing ¾" iron pipe at the northerly corner of White Point Paces Partners, LLC., as described in Book 30923, Page 713; (2) S47°05'47"W 271.72' to an existing ¾" iron pipe, (3) S47°05'47"W 8.93' to a #4 rebar set, said point being located N47°05'47"E 89.96' from an existing ¾" iron pipe at the westerly corner of Bruce Stewart, as described in Book 27903 Page 936; thence N42°54'13"W 46.92' to a #4 rebar set on the northerly right of way line of N. Brevard Street; said #4 rebar being located N49°30'21"E 179.72' from an existing #5 rebar at the easterly corner of White Point Paces Partners, LLC., Book 31372, Page 698; thence with the northerly right of way of N. Brevard Street the following two (2) calls: (1) N49°30'21"E 63.18' to an existing 1" bolt at the easterly corner of White Point Paces Partners, LLC., as described in Book 31318, Page 306; (2) N47°59'21"E 335.38' to the POINT OF BEGINNING, containing 18,039 square feet, 0.414 acres, more or less, all shown on a plat of survey captioned "Right of Way Abandonment Exhibit," prepared by Rogers Land Surveying, P.C. and signed by Zachery R. Rogers, NCPLS No. L-5194, dated April 17th, 2017.




NC Licensed Land Surveyor #L-5194
Zachery Rogers



**RESOLUTION AUTHORIZING INTERLOCAL BUS SERVICE
AGREEMENT WITH THE CITY OF CONCORD**

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON November 13, 2017. THIS RESOLUTION AUTHORIZES THE INTERLOCAL BUS SERVICE AGREEMENT WITH THE CITY OF CONCORD, NORTH CAROLINA.

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

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, units of local government of this State are authorized to enter into agreements with each other in order to execute any undertaking; and

WHEREAS, under Article 16 of Chapter 160A of the North Carolina General Statutes, cities are authorized to operate public enterprises including public transportation systems; and

WHEREAS, the City currently operates and provides, through the Charlotte Area Transit System (CATS), bus service between the City of Concord and the City of Charlotte pursuant to a pre-existing agreement; and

WHEREAS, the Lynx Blue Line light rail extension, upon opening, will provide station access at JW Clay Blvd. and North Tryon St.; and

WHEREAS, the City of Charlotte and the City of Concord wish to replace the existing bus service between the two cities with a new hourly service which will connect to the Lynx Blue Line light rail system; and

WHEREAS, the City of Concord has offered, and the City of Charlotte has agreed, to allow the Concord Kannapolis Transit System to operate the new bus service, whose commencement will be coordinated with the opening of the Blue Line Extension; and

WHEREAS, the new service will operate seven days each week, providing fourteen roundtrips Monday through Friday and eleven roundtrips on Saturday and Sunday; and

WHEREAS, the annual net cost of the new service will be \$299,890, which shall be split equally between the City of Charlotte and the City of Concord; and

WHEREAS, North Carolina General Statute §160A -461 requires that Interlocal Agreements "be ratified by resolution of the governing board of each unit spread upon its minutes".

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

1. Approves and ratifies the proposed Interlocal Agreement between the City of Charlotte and the City of Concord;
2. Authorizes the City Manager and his designees to execute an agreement consistent with the terms as presented to City Council with such technical corrections and modifications as may be necessary to effect the spirit and intent of the agreement;

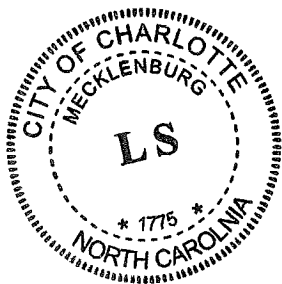
3. Authorize the City manager and his designees to renew the proposed Interlocal Agreement for up to four additional one-year terms and to amend the agreement consistent with the City's business needs and the purposes for which the agreement was approved.
4. Authorizes the Chief Executive Officer of the Charlotte Area Transit System to undertake all activities and measures necessary for the functional operation of the services agreed upon by the City in conjunction with this Interlocal Agreement;
5. Directs that this resolution and its adoption be reflected in the minutes of the Charlotte City Council.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 502-515.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.


Stephanie C. Kelly, City Clerk, MMC, NCCMC



This INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2017, by and between, the CITY OF CONCORD, a North Carolina municipal corporation ("Concord" or "Partner"), and the CITY OF CHARLOTTE, a North Carolina municipal corporation, by and through its public transit department, the Charlotte Area Transit System ("CATS").

RECITALS

WHEREAS, the City operates and provides, through CATS and/or its contractors, public transit service within Mecklenburg County, thereby reducing vehicular traffic on the roadways in Mecklenburg County, North Carolina; and

WHEREAS, Concord operates and provides, through the Concord Kannapolis Transit System, public transit service within Cabarrus County; and

WHEREAS, through Interlocal Agreement No. 1301077, CATS operated service between Concord and the City; and

WHEREAS, the City's LYNX Blue Line light rail extension ("BLE"), upon opening, will provide station access at JW Clay Boulevard and North Tryon Street in Mecklenburg County; and

WHEREAS, the City and Concord wish to replace the existing bus service between the two cities with a new hourly service that connects to the BLE; and

WHEREAS, Concord has offered, and the City has agreed, to allow the Concord Kannapolis Transit System to operate the new bus service which will be coordinated with the opening of the BLE; and

WHEREAS, North Carolina General Statute §160A-461, as amended, allows local governments in North Carolina to enter into agreements with each other in order to execute any undertaking and requires that the agreement "be ratified by resolution of the governing board of each unit spread upon its minutes"; and

WHEREAS, Concord's City Council ratified this Agreement on _____; and the Charlotte City Council ratified this Agreement on _____.

NOW, THEREFORE, in consideration of the payments, covenants, terms and conditions hereinafter set forth, the parties agree as follows:

AGREEMENT

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

- Exhibit A: Service Schedule
- Exhibit B: Service Operating Costs
- Exhibit C: Termination Costs
- Exhibit D: Public Input Requirement Procedures – Charlotte
Major Service Changes and/or Fare Change Reviews (CATS CivR01) and
Public Process for Fare and Service Changes (CATS MC01)
- Exhibit E: Public Input Requirement Procedures – Concord

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict

between language in an Exhibit and language in the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. DEFINITIONS

- 2.1. PROJECT: The implementation and operation of a regional commuter bus service between the City and Concord during the term of this Agreement.
- 2.2. PROJECT OPERATING COSTS: All costs required for the Project during the term of this Agreement, including but not limited to preventive and routine maintenance of the necessary equipment and administrative costs.
- 2.3. TERMINATION COSTS: All costs incurred for the termination of the Project as required by federal, state, or local law, including, but not limited to, any and all expenses related to the service change and public process requirements described in **Exhibits D and E**.
- 2.4. PROPORTIONAL SHARE: The portion or share of the Project Operating Costs and/or Termination Costs, which the City has agreed to undertake and pay according to the terms of this Agreement

3. FEDERAL REQUIREMENTS.

- 3.1. FEDERAL FUNDS AND REQUIREMENTS. The parties acknowledge that they both receive federal funds from the Federal Transit Administration (FTA) for certain costs of their respective public transit systems and are, therefore required to meet certain federal requirements. Both parties agree to follow, or otherwise cooperate in, compliance with all applicable federal requirements, including but not limited to amendment of this Agreement if required.
- 3.2. SERVICE MODIFICATION, PUBLIC INPUT. As a federal grantee, the City must develop and employ a "locally developed process" to solicit, receive and consider public input before carrying out a major reduction or termination of transportation services or a substantial increase in the costs of service. The City's "locally developed process" is incorporated herein as **Exhibit C**, Major Service Changes and/or Fare Change Reviews (CATS CivR01), and **Exhibit D**, Public Process for Fare and Service Changes (CATS MC01)). The County agrees to cooperate with the City's Service Modification, Public Input Requirements, as may be amended, when required.

4. PURPOSE AND SERVICE.

- 4.1. PURPOSE. The purpose of this Agreement is to set forth terms and conditions by which Concord, acting through the Concord Kannapolis Transit System, will provide regional commuter bus service between Concord and Charlotte and to ensure that such service shall be provided in accordance with all applicable federal, state, and local law and each party's Mission and Policies.
- 4.2. SERVICE.
 - 4.2.1. Service Routes. Concord, in consultation with the City, has established a service route and schedule to provide public transit bus service to the general public and shall define such other components related to the service pursuant to this Agreement as needed. The current service schedule is attached as **Exhibit A**.
 - 4.2.2. Service Quality. The parties agree that the objective of the Service is to operate in a manner that is safe, reliable, and efficient and which

maximizes potential ridership. To ensure quality service and to promote effective communications, the parties will meet at regular intervals, as from time to time agreed.

- 4.2.3. Personnel. Concord shall provide all personnel for the Project. All jurisdiction, authority, rights, privileges, and immunities (including under North Carolina workers' compensation laws) enjoyed by the officers, agents, and employees of Concord within the territory of Concord shall be enjoyed within the territory of Charlotte when they are acting within the scope of their authority or the course of their employment.
- 4.2.4. Vehicles. Concord shall provide vehicles for the Project and title to the vehicles, including all replacement parts, shall remain with Concord throughout the Project and at termination of the Project.
- 4.2.5. Termination/Modification of Service. Subject to the obligations set forth in **Section 8**, the City shall have the right to evaluate, modify, or terminate the Shuttle Service in accordance with adopted CATS' Financial and Service Policies, including but not limited to **Exhibits C and D**, as those policies may be amended from time to time.

5. FINANCIAL SUPPORT.

- 5.1. APPORTIONMENT OF COSTS. The Project Operating Costs and the Proportional Share of the Project Operating Costs to be paid by the City are set forth in Exhibit B. Each party's total and ultimate financial commitment to the Project shall be determined and calculated on the basis of the City's Proportional Share and any Termination Costs incurred by the parties as set forth in **Exhibit C**.
- 5.2. PAYMENT OF PROPORTIONAL SHARE BY CITY.
 - 5.2.1. Project Operating Costs. The City agrees to pay Concord its Proportional Share of the Project Operating Costs in the amount of **\$299,890.00** as specifically defined in **Exhibit B**, in equal monthly installments of \$24,991.00, beginning _____, and, unless sooner amended, continuing so long as this Agreement shall remain in effect.
- 5.3. INVOICES. Concord shall invoice the City on a monthly basis. The City shall remit all payments within thirty (30) days of receiving each monthly invoice to the address shown on the invoice or to:

City of Concord

- 6. **ADMINISTRATION**. Each party shall designate a Project Administrator to oversee the administration of this Agreement. Each Project Administrator shall be responsible for the coordination, management and oversight of the Project necessary to carry out the terms of this Agreement. Until the parties give written notice otherwise, the Project Administrators are:

For the City:

Pamela White
Charlotte Area Transit System
600 East Fourth Street
Charlotte, North Carolina 28282
Telephone: 704-336-2226
Email: pwhite@charlottenc.gov

For Concord:

L.J. Weslowski
City of Concord
3600 South Ridge Avenue
Concord, NC 28025
Telephone: 704-920-5878
Email: weslowli@concordnc.gov

7. TERM, REDUCTION/MODIFICATION, TERMINATION.

- 7.1. TERM. This Agreement is effective from _____ (the "Effective Date") and shall remain in effect until _____. Concord, in consultation with the City, shall have the option to extend the Agreement for up to four (4) additional one-year terms. The Agreement shall automatically renew unless either party provides written notice of intent not to renew prior to each fiscal year no later than March 1st. The parties agree that upon the Effective Date of this Agreement, the previous Interlocal Transit Services Agreement #1301077 between the parties shall be terminated.
- 7.2. REDUCTION/MODIFICATION OF SERVICE. For purposes of this Agreement, any reduction or termination of any portion of the service or service route established by this Agreement shall constitute a "major reduction in service" for purposes of the federal requirements outlined in **Section 3**, above. The City shall provide no less than one-hundred-twenty (120) days written notice to Concord for any requested modification or reduction in service, including any proposed reduction in its Proportional Share of the Project Operating Costs.
- 7.2.1. Estimated Project Operating Costs. Concord shall supply the City with Concord's estimate of the Project Operating Costs prior to each fiscal year (July 1 to June 30) no later than February 15th ("Estimated Project Operating Costs"). The City shall notify Concord of whether or not it intends to continue its participation in the Project in accordance with **Section 8.1**.
- 7.3. TERMINATION.
- 7.3.1. Termination for Convenience. Either party may terminate this Agreement at any time, without cause, upon no less than one-hundred-twenty (120) days written notice to the other party. The City shall still be obligated to pay its Proportional Share of the Project Operating Costs for the then current fiscal year through the date of termination.
- 7.3.2. Termination for Default. Concord may terminate this Agreement for default in the event the City fails to make timely payment. Such termination shall not relieve the City from its obligation to pay its Proportional Share of the Project Operating Costs for the then current fiscal year through the date of termination, which shall be set in compliance with the public notice requirements of **Section 3.2** but under no circumstances more than one-hundred-twenty (120) days from the expiration of the 15-day notice period.
- 7.3.3. Authority to Terminate. The following persons are authorized to terminate this Agreement on behalf of the City: (a) the City Manager, and any Assistant City Manager or any designee of the City Manager; (b) the Department Head of the City department responsible for administering this Agreement.
- 7.3.4. Termination Costs. The City agrees that in the event that it gives notice to Concord of its intention to terminate its participation in the Project for any reason, including its notice pursuant to **Section 7.2.1** for renewal of the Agreement, it will pay to Concord fifty percent (50%) of the combined Termination Costs which are thereafter incurred by Concord and the City by reason of the termination of this Agreement.

9. **NOTICES & PRINCIPAL CONTACTS.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the Principal Contact of the intended recipient at the address set forth below:

<u>For the City</u>	<u>For Concord</u>
Pamela White	L.J. Weslowski
Charlotte Area Transit System	City of Concord
600 East Fourth Street	3600 South Ridge Avenue
Charlotte, NC 28202	Concord, NC 28025
Telephone: 704-336-2226	Telephone: 704-920-5878
Email: pwhite@charlottenc.gov	Email: weslowlj@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

CATS Attorney
600 East Fourth Street
Charlotte, NC 28202
Telephone: 704.432.2568
Email: catslegal@charlottenc.gov

City Attorney
City of Concord
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.

10. MISCELLANEOUS.

- 10.1. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 10.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- 10.3. GOVERNING LAW, JURISDICTION AND VENUE. North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

- 10.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 10.5. SPECIAL OR CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other party, or the other party's agents, representatives or subcontractors for or on account of any stoppages or delay in the performance of any of its obligations, or any other consequential, indirect or special damages or lost profits related to this Agreement.
- 10.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 10.7. NO PUBLICITY. No advertising, sales promotion or other materials of Concord or its agents or representations may identify or reference this Agreement or the City in any manner absent the written consent of the City.
- 10.8. REPORTS. Concord shall maintain service-related records, including ridership numbers, in such formats as the parties may agree. Such records shall be available to the City for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
- 10.9. APPROVALS. All approvals or consents required under this Agreement must be in writing.
- 10.10. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 10.11. SURVIVAL OF PROVISIONS. All provisions of this Agreement, which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following
 - Section 7 "Term, Reduction/Modification, Termination"
 - Section 9 "Notices & Principal Contacts"
 - Section 10 "Miscellaneous"
- 10.12. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. Each of the parties agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to this Agreement. Each of the parties further agrees that at all times during the term of this Agreement it will not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, disability or other legally protected category in the performance of this Agreement. Each of the parties further agrees to be, and at all times remain, in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be

limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), Title VI, the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Service.

10.13. CONSTRUCTION OF TERMS. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

10.14. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Execution Date first written above.

CITY OF CHARLOTTE

CITY OF CONCORD

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT A

SERVICE SCHEDULE

Seven days a week with 14 roundtrips Monday through Friday and 11 roundtrips on Saturday and Sunday

DRAFT

EXHIBIT B

OPERATING COSTS

DRAFT

EXHIBIT C

TERMINATION COSTS

1. Printed Notices of possible route Termination/Modification
2. Newspaper advertisement of public meeting for public input
3. Rental of facility for public meeting
4. Handouts at public meeting
5. Travel to location of public meeting
6. Posting Notices of impending route Termination/Modification
7. Newspaper Notices of impending route Termination/Modification
8. Removal of transit route signage
9. Revision of transit route information, schedules, etc.
10. Administrative time of transit employees for route change notices, schedule changes, and general implementation requirements.
11. (Other)

EXHIBIT D

PUBLIC INPUT REQUIREMENT PROCEDURES – CHARLOTTE

The Charlotte Area Transit System (CATS) procedures identified below are attached, incorporated into and made a part of the Agreement between the City of Charlotte and the City of Concord:

CATS CivR01, "Major Service Changes and/or Fare Change Reviews", February 26, 2014, Revision.

CATS MC01, "Public Process for Fare and Service Changes", July 7, 2016, Revision.

DRAFT

EXHIBIT E

PUBLIC INPUT REQUIREMENT PROCEDURES – CONCORD

The City of Concord procedures identified below are attached, incorporated into and made a part of the Agreement between the City of Charlotte and the City of Concord:

No City of Concord procedures are identified as part of this Agreement.

DRAFT

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 13th day of November 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, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 516-519.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.


Stephanie C. Kelly, City Clerk, MMC, NCCMC



Taxpayers and Refunds Requested

ACC OP(U CITY BLVD) LP, .	\$	18.23
ALDRICH, DAVID GLEN	\$	0.48
ANDREWS, MARC H	\$	0.96
ANN TAYLOR INC	\$	135.06
AUSTIN, MARY H	\$	669.46
AYCOTH, DOY DEAN	\$	1.44
BAKER, DEBORAH A	\$	1.44
BANK OF NEW YORK MELLON .	\$	1.92
BARKENBUS, JOHN E	\$	0.96
BEGLEY, FREDERICK	\$	0.90
BETZEL, MATTHEW J	\$	0.48
BILOTTO, FRANK A	\$	4.30
BOSTON INVESTMENT GROUP INC .	\$	0.96
BRADING, LEE DICKSON	\$	0.48
BROWN, GREGORY A	\$	0.48
BROWN, MARTHA PERCIVAL	\$	0.95
CERULLO, CHARLES DAVID	\$	0.96
CHAMBERS, MARK D	\$	0.52
CHARLOTTE HRG RETIREMENT RESIDENCE	\$	4.31
CLARK, MARK	\$	1.44
CLEVEN, DONALD E	\$	0.96
COCKERHAM & ASSOCIATES, LLC	\$	68.29
COCKERHAM & ASSOCIATES, LLC	\$	68.29
COCKERHAM & ASSOCIATES, LLC	\$	69.66
COCKERHAM & ASSOCIATES, LLC	\$	71.06
DIPPOLD, JOHN S	\$	0.47
DOERFLEIN, ROBERT STEPHEN	\$	0.96
ECHEANDIA, ERNESTO A	\$	0.51
EJ POPE & SON INC	\$	339.82
ENGEL, ROBERT A	\$	0.96
EP I LLC .	\$	4.31
ESCOBAR, MAURICIO E	\$	0.96
FACCONE, DOMINIC M	\$	1.43
FAMOSO, JOSPEH A	\$	0.47
FERGUSON, GAIL A	\$	0.53
FOSTER, JAMES W	\$	2.40
FREEMAN, RONALD C JR	\$	0.48
GALIYEV, RUSTAM	\$	1.92
GANGLANI, AMIT G	\$	0.96
GANT, DEAN A	\$	0.96
GLASSHOFF RONALD H	\$	1.44
GRANT-TURNER BEVERLY	\$	4.31
HARGROVE PROPERTY LLC .	\$	1.43
HARP, LORRAINE	\$	387.51
HILL, DANIEL HENRY	\$	0.51
HOMONAI, CAROL C	\$	0.48
HORNE, GREGORY R	\$	0.96

HORNYAK JONATHAN P	\$	0.48
HTP PLAZA LLC .	\$	2.87
HUGHES, MICHAEL S	\$	0.96
JENKINS-BANCROFT PROPERTIES LLC .	\$	5.75
JENSEN, BRADLEY M	\$	0.96
KIRKLAND, CHRISTIAN S	\$	0.48
KOZIEL, WILLIAM R	\$	0.96
KUAI, DIANA H	\$	0.48
LENHART, JANELLE TUCK	\$	0.47
LUCAS, DAVID S	\$	0.48
MANN, JAMES WILLIAM JR	\$	0.96
MARING, SHERYL L	\$	0.96
MCCOLL, HUGH L III	\$	2.88
MCKENZIE HOMES LLC .	\$	1.44
MCMILLIN, MICHAEL RAY	\$	0.95
MONTGOMERY, PAUL E	\$	0.95
NATIONAL RETAIL PROPERTIES LP .	\$	0.48
NATIONS FUND I LLC	\$	3,426.66
NEGRIN, LILLIAN	\$	708.48
NEGRIN, LILLIAN	\$	232.56
NESKY, MARK A	\$	0.48
NIELSEN PATRICIA S CUERO	\$	0.96
NORTH COMMUNITY HOUSE ROAD PARTNERS .	\$	5.75
OCTAPharma PLASMA INC .	\$	5.75
ORGANEK, CASEY R	\$	0.95
PARK CHARLOTTE LLC	\$	5,590.98
PATRICK, JOHN D JR	\$	0.96
PAVILION VILLAGE LLC .	\$	21.07
PEARCE, SIDNEY Q	\$	0.48
POOLE, EDWARD ASHTON	\$	0.47
RAY, MICHAEL S	\$	0.47
REDDIN, THOMAS	\$	0.95
REINHARDT COLONEL	\$	215.42
REVOCABLE TRUST OF MARY MITCHELL LU, .	\$	0.96
ROYAL BLUE PROPERTIES LLC .	\$	2.87
RTC VENTURES LLC	\$	863.16
RUNNION, JILL	\$	0.50
SCHLEUSNER, ROBERT	\$	0.47
SCHMIDT, ROBERTA E	\$	63.41
SCHMIDT, ROBERTA E	\$	59.84
SCHRODER, DONALD CRAIG	\$	1.91
SCIACCA, ANTHONY	\$	4.31
SEMANDS, STEPHAN G	\$	1.44
SHAMROCK HOLDING LLC .	\$	1.43
SIMMONS, JOHN GORDON	\$	1.43
SLOTHOWER, ALAN D	\$	1.43
SMALL BROTHERS CHARLOTTE LLC .	\$	1.04
SMITH MILES JAMES III	\$	0.48
SMITH, MICHAEL J	\$	2.87

STALLINGS, BERNARD LEE	\$	0.48
STEELE, MICHAEL SIMMONS	\$	0.51
STEWART, BERNICE M	\$	244.37
STEWART, SCOTT L	\$	0.47
STOUT, DAVID A	\$	0.96
SUTTONI, PETER G	\$	0.95
SZEWS, HEATHER D	\$	0.48
TALLARDY, CHARLES C III	\$	4.31
TAYLOR, CHARLES E	\$	1.44
THOMAS, PEGGY ELLEN	\$	0.48
THOMPSON, KATHRYN W	\$	2.39
TP 1100 SOUTH BLVD LLC .	\$	24.55
TRADEKING	\$	796.28
TRAN BINH KIET	\$	3.35
TYVOLA HOSPITALITY INC .	\$	7.60
UNIVERSITY BOULEVARD STORAGE LLC .	\$	9.11
VU, THIEN-HUONG	\$	0.47
WATERS, KENNETH L	\$	1.44
WHITE, JAMES ARLINGTON II	\$	0.95
WIGGINTON, MARK A	\$	1.43
WILLIS, JAMES E	\$	185.73
WYKER, BRYAN A	\$	1.92
YATES, LLOYD M	\$	1.43
ZAGIN, SERGEI	\$	0.48
	\$	<u>14,411.80</u>

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **24" WATER MAIN-SOUTH STREET DAVIDSON-PH. II 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 **24" WATER MAIN-SOUTH STREET DAVIDSON-PH. II PROJECT** and estimated to be **17,773.48 square feet (.408 acre) of waterline easement and 8,627.46 square feet (.198 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. 007-511-46, said property currently owned by **ANTIQUITY, LLC**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

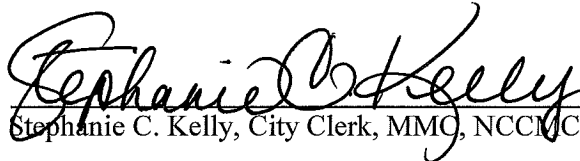
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

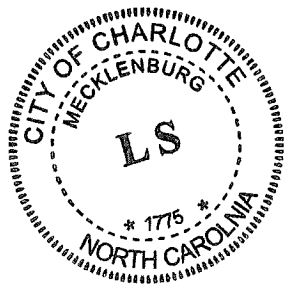
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 520.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.


Stephanie C. Kelly, City Clerk, MMC, NCCMC



November 13, 2017

Resolution Book 48, Page 521

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 **24" WATER MAIN-SOUTH STREET DAVIDSON-PH. II 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 **24" WATER MAIN-SOUTH STREET DAVIDSON-PH. II PROJECT** and estimated to be **4,903.69 square feet (.113 acre) of waterline easement and 2,189.24 square feet (.05 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. 007-511-09, said property currently owned by **ANTIQUITY, LLC**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

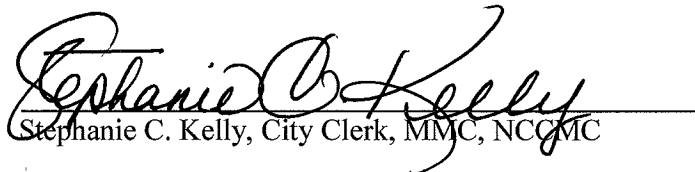
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 521.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.


Stephanie C. Kelly, City Clerk, MMC, NCCMC



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 **GUM BRANCH SANITARY SEWER 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 **GUM BRANCH SANITARY SEWER PROJECT** and estimated to be **5,555 square feet (.128 acre) of sanitary sewer easement and 4,093 square feet (.094 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel Nos. 031-073-26, 031-077-20 and 031-077-12, said property currently owned by **McCLURE REAL ESTATE & INVESTMENT, INC.; MECKLENBURG COUNTY TAX COLLECTOR**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

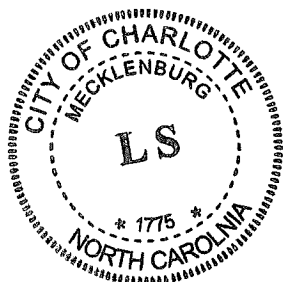
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of November, 2017, the reference having been made in Minute Book 143 and recorded in full in Resolution Book 48, Page(s) 522.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of November, 2017.



Stephanie C. Kelly
Stephanie C. Kelly, City Clerk, MMC, NCCMC