

June 25, 2018

Resolution Book 48, Page 838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE
AUTHORIZING THE CONVEYANCE OF CITY OWNED LAND LOCATED ALONG
TUCKASEEGEE ROAD TO CF HIPPOLYTA CHARLOTTE LLC FOR \$7,500,000

WHEREAS, the City of Charlotte owns property located along Tuckaseegee Road adjacent to Interstates 85 and 485 in Charlotte, North Carolina, and having tax identification numbers 055-371-23 and 055-371-21 (the "Property"); and

WHEREAS, the Property was acquired over the years by the City with airport revenue and federal grant funds but was not designated for aeronautical use and is not needed for present or future airport purposes.

WHEREAS, CF Hippolyta Charlotte LLC desires to purchase the Property for development that will include commercial and other uses permitted by law.

WHEREAS, City of Charlotte Charter §8.22 authorizes the City to convey real property by private sale when it determines that the sale will advance or further any Council-adopted economic development, transportation or land use plan or policy.

WHEREAS, THE City Council of the City of Charlotte has determined that the sale of the Property to CF Hippolyta Charlotte LLC will advance these Council-adopted economic development, transportation and/or land use plans or policies: Transportation and Planning FY18 and FY19 Strategic Focus Area Plan, Economic Development FY18 and FY19 Strategic Focus Area Plan, the Centers, Corridors and Wedges Growth Framework, the Southwest District Plan and the Southwest District Adopted Future Land Use Map, the Westside Strategic Development Plan and the Airport Area Strategic Development Plan that was incorporated by reference in the City's FY2018 Adopted Budget.

WHEREAS, North Carolina General Statute §160A-279 authorizes a city to convey real property by private sale by adopting a resolution that authorizes an appropriate city official to dispose of the property by private sale at a negotiated price.

WHEREAS, the City and CF Hippolyta Charlotte LLC have negotiated and agreed upon the terms for the City's conveyance of the Property to CF Hippolyta Charlotte LLC for \$7,500,000 (inclusive of closing costs and fees).

WHEREAS, notice of the proposed transaction was advertised at least ten days prior to the adoption of this Resolution, and shall also be advertised once after adoption of this Resolution, and closing of this sale shall take place no sooner than ten days after the second publication.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte pursuant to §8.22 of the City of Charlotte Charter and §160A-279 of the North Carolina General Statutes, that it hereby authorizes the private sale of the above referenced Property as follows:

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE
CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 25, 2018**

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

WHEREAS, the CRTPO allocated Congestion Mitigation and Air Quality (CMAQ) and Bonus Allocation (BA) funding for the intersection improvements at Lakeview Road and Reames Road (the "Project"),

WHEREAS, the Project will be partially funded using North Carolina Department of Transportation funds, beginning in federal fiscal year 2018,

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$2,000,000 in CMAQ and BA funding to the Project,

WHEREAS, the Municipal Agreement specifies items eligible for funding as right-of-way, utility relocation, and construction costs, and

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

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$2,000,000 for the construction of intersection improvements at Lakeview Road and Reames Road is hereby formally adopted by City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

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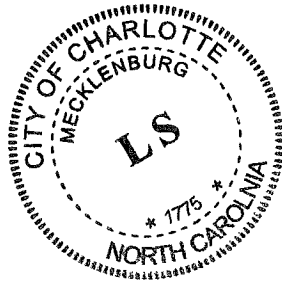
1. The City Manager or his Designee is authorized to execute all documents necessary to convey the Property described above to CF Hippolyta Charlotte LLC, or its affiliate, upon the terms advertised.
2. The consideration for this conveyance is \$7,500,000 in accordance with a Purchase and Sale Agreement between the City and CF Hippolyta Charlotte LLC.
3. A notice summarizing the contents of this resolution shall be published, and the Property may be sold at any time after 10 days after publication.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 838-839.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.


Emily A. Kunze, Deputy City Clerk, NCCMC



CHARLOTTE CITY COUNCIL
RESOLUTION
APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CHARLOTTE AND MECKLENBURG COUNTY

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, the City of Charlotte (City) has the authority to construct streets and roads (G.S. 160A-296(a)), the City and Mecklenburg County (County) have the authority to enter into infrastructure reimbursement agreements with developers and property owners (SL 2001-329; G.S. 153A-451), and the City has the authority to finance such infrastructure (G.S. 160A-120); and

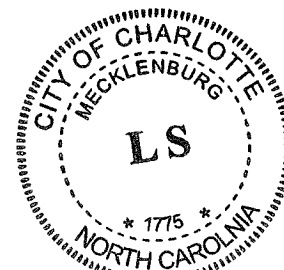
WHEREAS, the City has entered or will enter into an Infrastructure Reimbursement Agreement with CF Hippolyta Charlotte LLC or their related entities (together, the Developer) pursuant to which the City will reimburse Developer for certain Public Improvements; and

WHEREAS, the Infrastructure Reimbursement Agreement contemplates using specified incremental City and County taxes to fund the reimbursement of the Public Improvements; and

WHEREAS, the County is willing to contribute specified County incremental taxes to the reimbursement as set forth in the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Charlotte City Council that the attached Interlocal Agreement is hereby approved, that the City Manager is hereby authorized to execute such Interlocal Agreement in substantially the form attached to this Resolution and to negotiate and execute any further ancillary documents or non-material changes to the Interlocal Agreement as may be necessary, and that this Resolution shall be spread upon the minutes.

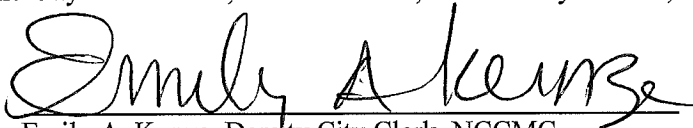
Approved the 25th day of June, 2018



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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 840-845.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.


Emily A. Kunze, Deputy City Clerk, NCCMC

**CF HIPPOLYTA CHARLOTTE LLC INFRASTRUCTURE REIMBURSEMENT
INTERLOCAL AGREEMENT**

This Interlocal Agreement, made ____, 2018 (“Agreement”), by and between the **CITY OF CHARLOTTE**, a municipal corporation organized under the laws of the State of North Carolina (the “City”) and **THE COUNTY OF MECKLENBURG**, a political subdivision of the State of North Carolina (“County”).

WITNESSETH:

WHEREAS, the City has contemporaneously with this Agreement entered into an Infrastructure Reimbursement Agreement with Developer, which agreement contains and sets forth recitals which are incorporated herein by reference;

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the City has the authority to construct streets and roads (G.S. 160A-296(a)(3)), the City and the County have the authority to enter into infrastructure reimbursement agreements with developers and property owners (SL 2001-329; G.S. 153A-451), and the City has the authority to finance such infrastructure (G.S. 160A-20);

WHEREAS, the parties hereto desire to set forth their agreement herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

The following terms have the meanings as set forth herein, unless the context otherwise requires:

“*Agreement*” means this Interlocal Agreement between the City and the County, and any amendment or supplement thereto.

“*Baseline Tax (City)*” refers to the total real and personal ad valorem taxes assessed by the City against the Increment District for the Baseline Tax Year.

“*Baseline Tax (County)*” refers to the total real and personal ad valorem taxes assessed by the County against the Increment District for the Baseline Tax Year.

“*Baseline Tax Year*” refers to the City’s and County’s 2018 Fiscal Year (i.e. the period from July 1, 2017 to June 30, 2018) in connection with which the valuation of the Increment District for tax purposes will be established as of January 1, 2018.

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“*Developer*” means collectively CF Hippolyta Charlotte, LLC, a North Carolina limited liability company, or their related entities.

“*Fiscal Year*” means the fiscal year of the City and County which extends from July 1 to June 30th of the immediately following calendar year. For example, fiscal year 2018 extends from July 1, 2017 to June 30, 2018.

“*Increment District*” shall mean the area and properties depicted and identified on Exhibit A to the Infrastructure Reimbursement Agreement to the extent that such properties are located within the City and the County.

“*Incremental Tax Increase Amount (City)*” means, as to each Fiscal Year after the Baseline Tax Year, the amount by which (i) the total real and personal ad valorem taxes levied by the City on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceed (ii) the Baseline Tax (City).

“*Incremental Tax Increase Amount (County)*” shall mean, as to the Fiscal Year after the Baseline Tax Year, the amount by which (i) the total real and personal ad valorem taxes levied by the County on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including delinquent taxes collected for a prior fiscal year) exceed (ii) the Baseline Tax (County).

“*Infrastructure Reimbursement Agreement*” means the agreement between the City and Developer that requires the Developer to construct certain Public Improvements and the City to acquire and finance the acquisition of the Public Improvements.

“*Installment*” means each annual payment of principal due and payable pursuant to City’s infrastructure reimbursement agreement with Developer.

“*Installment Commencement Notice*” means written notice given by Developer to the City of Developer’s desire for the City to commence paying to the Developer the Installments.

“*Interlocal Act*” means Section 160A-460 et seq. of the General Statutes of North Carolina, as amended.

“*Public Improvements*” means those roadway, streetscape, sidewalk, landscaping, irrigation, signage, traffic signal facilities, and other similar improvements for the benefit of the City described in Exhibit B attached to the Infrastructure Reimbursement Agreement.

“*Tax Increment Payment*” means a payment determined by some percentage of incremental taxes from within the Increment District pursuant to an Infrastructure Reimbursement Agreement.

ARTICLE II

Under the laws of the State of North Carolina, the City has the authority to build and otherwise improve streets (G.S. 160A-296(a)(3)), the City and the County have the authority to reimburse property owners and developers for the design and construction of municipal infrastructure including streets (SL 2001-329; G.S. 153A-451), and the City has the power to finance such improvements with the property owner or developer who is responsible for designing and constructing the improvements (G.S. 160A-20). The City and the County are entering into this Agreement under the Interlocal Act to cooperate in the design, construction, and financing of the Public Improvements contemplated in the Infrastructure Reimbursement Agreement.

ARTICLE III

REIMBURSEMENT FOR THE INFRASTRUCTURE IMPROVEMENTS

3.1 *Reimbursement.* The City will be responsible for acquiring the Public Improvements from the Developer pursuant to the terms of the Infrastructure Reimbursement Agreement. Other than as provided in this Interlocal Agreement, the County will have no obligation to pay for the acquisition or financing of the Public Improvements.

3.2 *County incremental tax contribution.*

- a. The County shall make annual payments to the City on or before March 1 beginning in the calendar year that immediately follows the delivery by the Developer to the City of the Installment Commencement Notice.
- b. Annual payments shall be an amount equal to 45% of the Incremental Tax Increase Amount (County).
- c. The County's payment obligations shall terminate upon the earlier of: (i) payment by the City to the Developer of the outstanding balance pursuant to the Infrastructure Reimbursement Agreement; or (ii) the tenth (10th) annual payment.
- d. In the year in which a payment by the City to Developer pursuant to the Infrastructure Reimbursement Agreement will satisfy the City's repayment obligation, the County's payment to the City shall be that percentage of Incremental Tax Increase Amount (County) that together with the same percentage of Incremental Tax Increase Amount (City) will be sufficient to satisfy the City's repayment obligation to Developer.

3.3. *Method of payment.* The County shall make all payments pursuant to this Agreement directly to the City and payments shall not be made in whole or in part as a set off to other obligations of the City to the County or the County to the City. Interest for late payments by the County shall accrue at a rate equal to the City's cost of funds as of January 1 immediately preceding any late payment.

ARTICLE IV
DURATION

This Agreement will terminate when the City's obligations under the Infrastructure Reimbursement Agreement are satisfied or said agreement is earlier terminated.

ARTICLE V
MISCELLANEOUS

5.1. Amendment. This Agreement may be amended through a supplement approved in writing by the City and the County.

5.2. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

5.3. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

5.4. Time is of the essence. Time is of the essence in this Agreement.

5.5. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

5.6. Effective Date. This Agreement takes effect on its execution by the City and the County.

IN WITNESS WHEREOF, the City Manager of the City and the County Manager of the County have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the City Clerk and the Clerk of the Board of County Commissioners have affixed the seal of the City and the County, as applicable to this Interlocal Agreement.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

Attest:

Attest:

City Clerk

Clerk to Board of County Commissioners

(SEAL)

(SEAL)

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

No Pre-Audit Required.

County Finance Director

City Finance Director

APPROVED AS TO FORM

County Attorney

June 25, 2018

Resolution Book 48, Page 846

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of Tuckaseegee Road in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, the **Charlotte-Douglas International Airport** has filed a petition to close a portion of Tuckaseegee Road in the City of Charlotte; and

Whereas, a portion of Tuckaseegee Road begins at its southernmost intersecting point with Interstate 85 and continues in a southwestward direction for approximately 3,969+/- feet to its terminus at the northernmost limits of Wilkinson Boulevard, and consists of 6.6569 Acres, as shown in the maps marked "Exhibit A: Sheets 1 through 3" 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 June 25, 2018, that it intends to close a portion of Tuckaseegee Road 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 23rd day of July, 2018, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

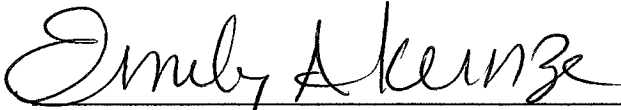
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 846-851.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. SEE R.B. PHARR JOB 88069 FOR BOUNDARY INFORMATION.
2. THE PURPOSE OF THIS MAP IS TO ABANDON TUCKASEEGEE ROAD, AS SHOWN HEREOF.
3. PHYSICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREOF.
4. THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREOF.
5. AREAS CALCULATED BY COORDINATE COMPUTATION.

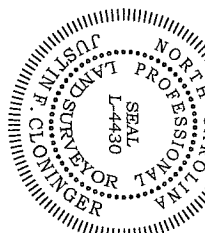
LEGEND:

- D.A. - DEED BOOK
- M.A. - MAP BOOK
- P.C. - PAGE
- P.M. - PARCEL IDENTIFICATION NUMBER
- R.W. - RIGHT-OF-WAY
- AREA OF ABANDONMENT



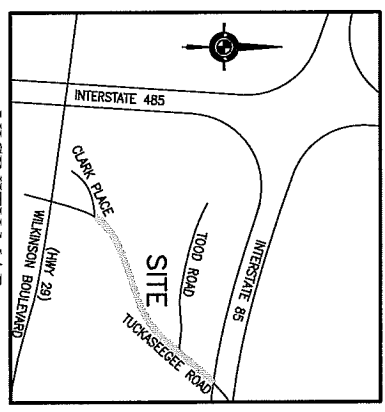
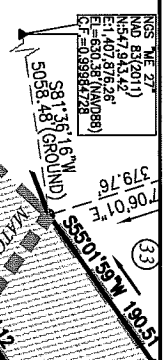
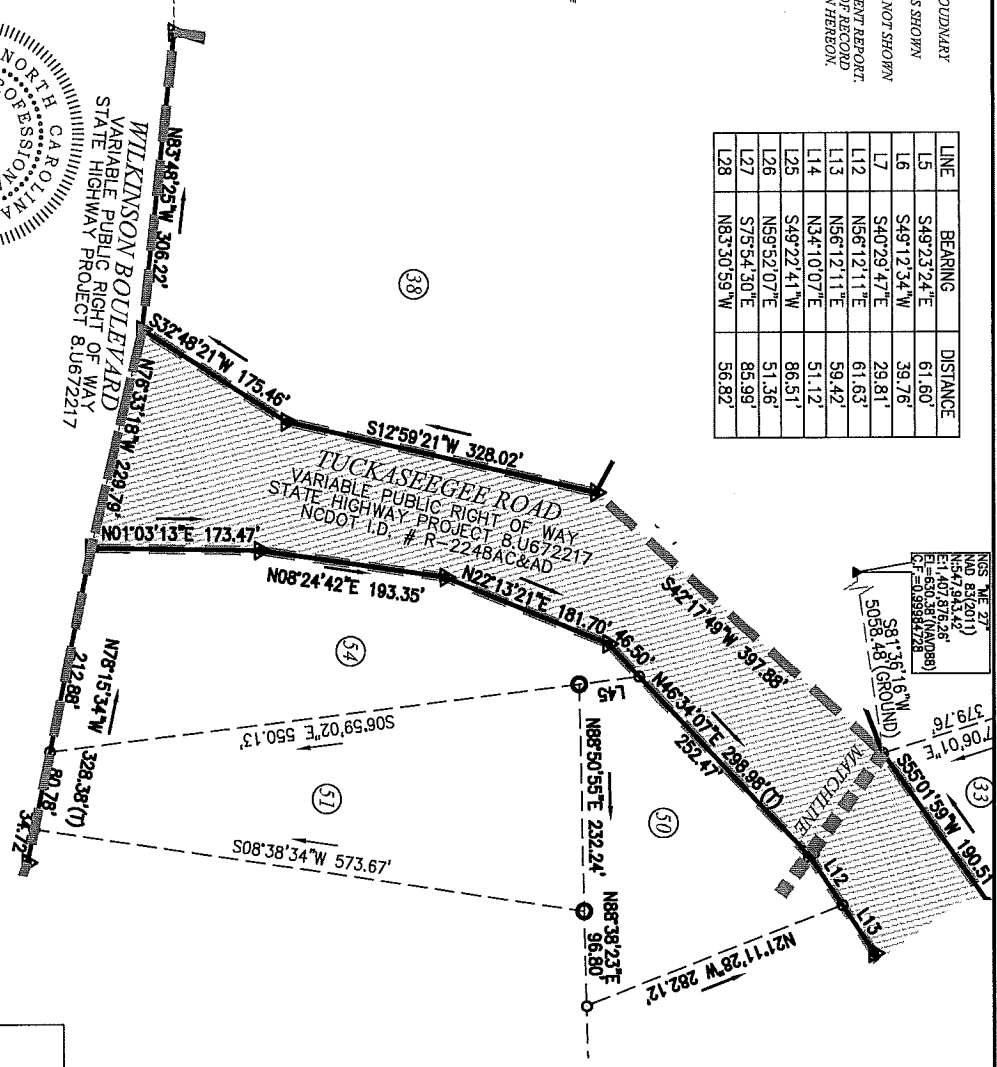
- 33. City of Charlotte D.B. 11652, Pg. 471 055-381-04
- 38. City of Charlotte D.B. 23157, Pg. 284 055-371-13
- 50. City of Charlotte D.B. 32561, Pg. 256 055-371-12
- 51. City of Charlotte D.B. 24251, Pg. 273 055-371-14
- 54. City of Charlotte D.B. 25157, Pg. 284 055-371-20

LINE	BEARING	DISTANCE
L5	S49°23'24"E	61.60'
L6	S49°12'34"W	39.76'
L7	S40°29'47"E	29.81'
L12	N56°12'11"E	61.63'
L13	N56°12'11"E	59.42'
L14	N54°10'07"E	51.12'
L25	S49°22'41"W	86.51'
L26	N59°52'07"E	51.36'
L27	S75°54'30"E	85.99'
L28	N83°30'59"W	56.82'



SURVEYOR'S CERTIFICATE
I, JUSTIN F. CLONINGER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

JUSTIN F. CLONINGER NCP.LS. L-4430



VICINITY MAP
NOT TO SCALE



SHEET 1 OF 3

THIS SHEET IS PART OF A SET & ALL SHEETS MUST BE TOGETHER FOR THE SURVEY TO BE COMPLETE

AREA = 291,697 SQ. FT. OR 6.6965 ACRES

EXHIBIT A
RIGHT OF WAY ABANDONMENT MAP OF TUCKASEEGEE ROAD FOR CITY OF CHARLOTTE, CHARLOTTE, MECKLENBURG COUNTY, NC

R.B. PHARR AND ASSOCIATES, P.A.
SURVEYING AND MAPPING
LICENSE NO. S-1471
420 HAMMORNE LANE CHARLOTTE, NC 28204 TEL: (704) 376-2188

SCALE: 1" = 150'
DATE: APRIL 6, 2018
JOB NO. 88285

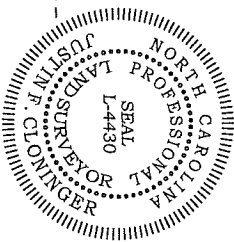
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. SEE R.B. PHARR JOB 88069 FOR BOUNDARY INFORMATION.
2. THE PURPOSE OF THIS MAP IS TO ABANDON TUCKASEEGEE ROAD, AS SHOWN HEREON.
3. HISTORICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
4. THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
5. AREAS CALCULATED BY COORDINATE COMPUTATION.

LEGEND:

- D.A. - DEAD END
- M.B. - MAP BOOK
- P.C. - PAGE
- P.N. - PARCEL IDENTIFICATION NUMBER
- R.W. - RIGHT-OF-WAY
- AREA OF ABANDONMENT
- 4" Metal R/W Mon.
- 6"x6" Conc. R/W Mon.
- 1/2" Existing Iron Rod
- 5/8" Existing Iron Rod
- 3/4" Existing Iron Rod
- 5/8" Existing Iron Pipe
- 3/4" Existing Iron Pipe
- 1" Existing Iron Pipe

LINE	BEARING	DISTANCE
L5	S49°23'24"E	61.60'
L6	S49°12'34"W	39.76'
L7	S40°29'47"E	29.81'
L12	N66°12'11"E	61.63'
L13	N66°12'11"E	59.42'
L14	N34°10'07"E	51.12'
L15	S49°22'41"W	86.51'
L26	N69°52'07"E	51.36'
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L28	N83°30'59"W	56.82'



JUSTIN F. CLONINGER NCRS L-4430

SURVEYOR'S CERTIFICATE
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- AREA TO BE ABANDONED**
291,697 SQ.FT. OR 6.6965 ACRES
- 26: City of Charlotte D.B. 27703, Pg. 105 055-381-11
 - 27: City of Charlotte D.B. 11236, Pg. 380 055-381-10
 - 28: City of Charlotte D.B. 10261, Pg. 272 055-381-09
 - 29: City of Charlotte D.B. 32179, Pg. 401 055-381-08
 - 30: City of Charlotte D.B. 26899, Pg. 504 055-381-25
 - 31: City of Charlotte D.B. 25003, Pg. 681 055-381-24
 - 32: City of Charlotte D.B. 10945, Pg. 656 055-381-05
 - 33: City of Charlotte D.B. 11652, Pg. 471 055-381-04
 - 34: City of Charlotte D.B. 30281, Pg. 463 055-381-47
 - 44: City of Charlotte D.B. 9136, Pg. 790 055-371-04
 - 45: City of Charlotte D.B. 32457, Pg. 262 055-371-05
 - 46: City of Charlotte D.B. 9136, Pg. 790 055-371-07
 - 47: City of Charlotte D.B. 9178, Pg. 351 055-371-09
 - 48: City of Charlotte D.B. 9342, Pg. 990 055-371-10
 - 49: City of Charlotte D.B. 9015, Pg. 447 055-371-11
 - 50: City of Charlotte D.B. 32561, Pg. 256 055-371-12



SHEET 2 OF 3

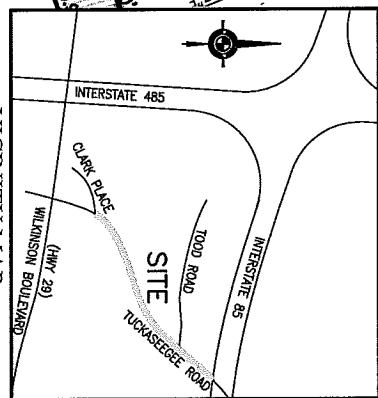
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R.B. PHARR AND ASSOCIATES, P.A.
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LICENSE NO. C-1471 TEL: (704) 376-2188
420 HAMTHORNE LANE CHARLOTTE, NC 28204

SCALE: 1" = 150'
DATE: APRIL 6, 2018
JOB NO.: 88265



VICINITY MAP
NOT TO SCALE

NOTES:

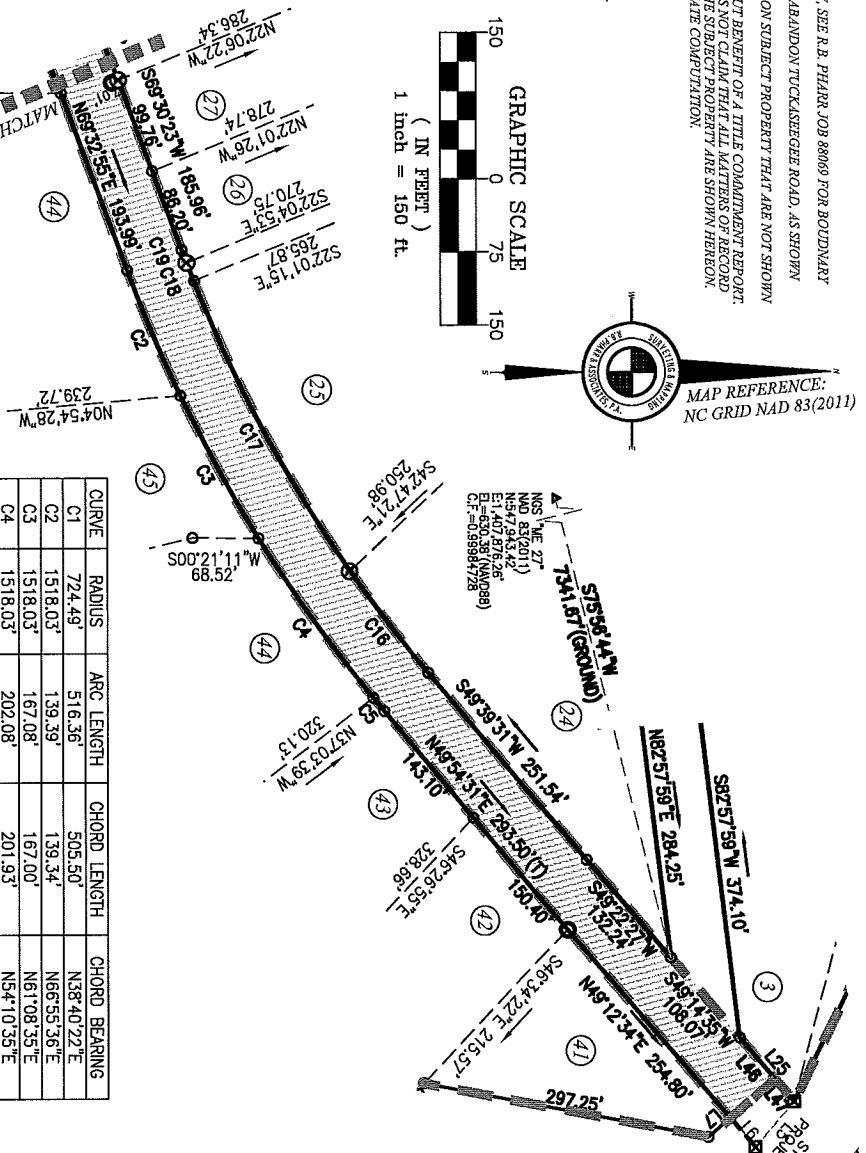
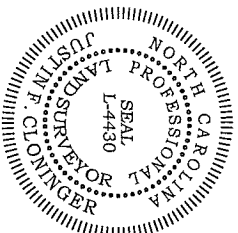
1. THIS IS NOT A BOUNDARY SURVEY. SEE R.B. PHARR JOB 88069 FOR BOUNDARY SURVEY AND RECORD.
2. THE PURPOSE OF THIS MAP IS TO ABANDON TUCKASEE ROAD, AS SHOWN HEREON.
3. PHYSICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
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5. AREAS CALCULATED BY COORDINATE COMPUTATION.

LEGEND:

- D.L. - DEED BOOK
- N.C.S. - NORTH CAROLINA GEODETIC SURVEY
- P.C. - PAGE
- P.M. - PARCEL IDENTIFICATION NUMBER
- S.M. - SUBJECT MAP
- AREA OF ABANDONMENT
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June 25, 2018
Resolution Book 48, Page 849

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L7	S40°39'47"E	29.81'
L12	N56°12'11"E	61.63'
L13	N56°12'11"E	59.42'
L14	N34°10'07"E	51.12'
L25	S49°22'41"W	86.51'
L26	N59°52'07"E	51.36'
L46	N49°22'41"E	56.28'
L47	N49°22'41"E	30.23'

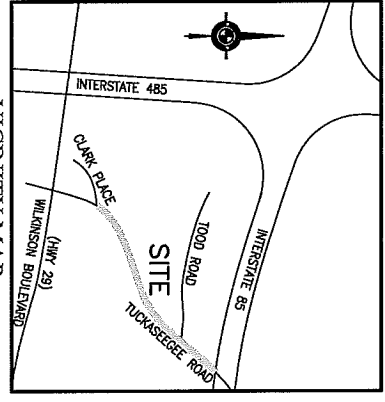


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	724.49'	516.36'	505.50'	N38°40'22"E
C2	1518.03'	139.39'	139.34'	N65°55'36"E
C3	1518.03'	167.08'	167.00'	N61°08'35"E
C4	1518.03'	202.08'	201.93'	N54°10'35"E
C5	205.33'	17.86'	17.86'	N50°01'33"E
C16	1456.78'	132.64'	132.59'	S52°17'24"W
C17	1456.78'	338.88'	338.11'	S61°33'44"W
C18	1456.78'	19.93'	19.93'	S88°37'06"W
C19	1456.78'	14.12'	14.12'	S69°17'17"W

SURVEYOR'S CERTIFICATE

I, JUSTIN F. CLOWNINGER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

JUSTIN F. CLOWNINGER NCP.L.S. L-4430



- 3: City of Charlotte D.B. 26860, Pg. 981 055-382-11
- 26: City of Charlotte D.B. 27703, Pg. 105 055-381-11
- 27: City of Charlotte D.B. 11251, Pg. 360 055-381-10
- 28: City of Charlotte D.B. 10261, Pg. 380 055-381-09
- 29: City of Charlotte D.B. 32179, Pg. 401 055-381-08
- 30: City of Charlotte D.B. 26899, Pg. 504 055-381-25
- 31: City of Charlotte D.B. 23003, Pg. 681 055-381-24
- 32: City of Charlotte D.B. 10945, Pg. 636 055-381-05
- 33: City of Charlotte D.B. 11652, Pg. 471 055-381-04
- 44: City of Charlotte D.B. 9136, Pg. 990 055-371-05
- 45: City of Charlotte D.B. 32457, Pg. 262 055-371-05
- 46: City of Charlotte D.B. 9156, Pg. 790 055-371-07
- 47: City of Charlotte D.B. 9178, Pg. 551 055-371-09
- 48: City of Charlotte D.B. 9542, Pg. 990 055-371-10
- 49: City of Charlotte D.B. 9015, Pg. 447 055-371-11
- 50: City of Charlotte D.B. 32561, Pg. 256 055-371-12

SHEET 3 OF 3

THIS SHEET IS PART OF A SET & ALL SHEETS MUST BE TOGETHER FOR THE SURVEY TO BE COMPLETE

AREA = 291,697 SQ. FT. OR 6.6965 ACRES

EXHIBIT A

RIGHT OF WAY ABANDONMENT MAP OF TUCKASEE ROAD FOR CITY OF CHARLOTTE CHARLOTTE, MECKLENBURG COUNTY, NC

R.B. PHARR AND ASSOCIATES, P.A.
SURVEYING AND MAPPING
LINDSEY, NC C-1471
420 HANTRONIC LANE CHARLOTTE, NC 28204 TEL: (704) 376-2188

SCALE: 1" = 150'	DATE: APRIL 6, 2018	JOB NO. 88285
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Tuckaseegee Road Abandonment – Exhibit B

COMMENCING at NGS Monument “ME 27” having North Carolina Grid Coordinates of North: 547,943.42' and East: 1,407,876.26' North 89°51'46" East a ground distance of 4,263.30' to an existing right of way monument being on the northerly right of way margin of Wilkinson Boulevard (variable public right of way) and also being the easterly right of way margin of Interstate 485 (variable public right of way) as shown on NCDOT Project 8.U672217 recorded in the Mecklenburg County Register of Deeds; thence running the northerly right of way margin of Wilkinson Boulevard South 83°48'25" East a distance of 306.22' to an existing right of way monument being the northwestern corner of Tuckaseegee Road (area to be abandoned), and said point being the point of **BEGINNING**.

Thence from said point of beginning and running with the northwesterly right of way margin of Tuckaseegee Road (portion to be abandoned) the following fifteen (15) courses and distances:

- 1) North 32°48'21" East a distance of 175.46' to an existing right of way monument;
- 2) North 12°59'21" East a distance of 328.02' to an existing right of way monument;
- 3) North 42°17'49" East a distance of 397.88' to an existing right of way monument;
- 4) North 55°01'59" East a distance of 190.51' to an existing right of way monument;
- 5) North 73°48'19" East a distance of 216.85' to an existing right of way monument;
- 6) South 83°30'59" East a distance of 56.82' to an existing right of way monument;
- 7) North 68°36'54" East a distance of 110.00' to a new iron rod;
- 8) North 68°46'03" East a distance of 517.68' to an existing iron pipe;
- 9) North 68°05'58" East a distance of 228.04' to an existing iron pipe;
- 10) North 69°30'23" East a distance of 185.96' to an existing iron pipe;
- 11) with a curve turning to the left with an arc length of 505.57', and a radius of 1456.78', (chord of North 59°37'25" East 503.04') to a point;
- 12) North 49°39'31" East a distance of 251.54' to a new iron rod;
- 13) North 49°22'27" East a distance of 132.24' to a new iron rod;
- 14) North 49°14'35" East a distance of 108.07' to a new iron rod;
- 15) North 49°22'41" East a distance of 56.28' to a point;

thence turning South 40°29'47" East a distance of 61.00' to an existing iron rod being on the easterly right of way margin of Tuckaseegee Road (portion to be abandoned); thence with the easterly right of way margin of Tuckaseegee Road (portion to be abandoned) the following fifteen (15) courses and distances:

- 1) South 49°12'34" West a distance of 254.80' to an existing iron pipe;
- 2) South 49°54'31" West a distance of 293.50' to an existing iron rod;
- 3) with a curve turning to the right with an arc length of 526.41', and a radius of 1518.03', (chord of South 59°37'23" West 523.77') to an existing iron rod;
- 4) South 69°32'55" West a distance of 193.99' to an existing iron rod;
- 5) South 68°04'44" West a distance of 218.81' to an existing iron rod;
- 6) South 68°48'50" West a distance of 458.42' to an existing iron rod;
- 7) South 68°38'17" West a distance of 177.64' to an existing iron rod;
- 8) South 34°10'07" West a distance of 51.12' to an existing right of way monument;
- 9) South 70°24'24" West a distance of 213.70' to an existing right of way monument;
- 10) South 56°12'11" West a distance of 59.42' to an existing iron rod
- 11) South 56°12'11" West a distance of 61.63' to an existing right of way monument
- 12) South 46°34'07" West a distance of 298.98' to an existing right of way monument;

June 25, 2018

Resolution Book 48, Page 851

13) South 22°13'21" West a distance of 181.70' to an existing right of way monument;
14) South 08°24'42" West a distance of 193.35' to an existing right of way monument;
15) South 01°03'13" West a distance of 173.47' to an existing right of way monument being on the northerly right of way margin of Wilkinson Boulevard; thence with the northerly right of way of Wilkinson Boulevard North 76°33'18" West a distance of 229.79' to the **POINT OF BEGINNING** having an area of 291,697 square feet or 6.6965 acres land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated April 6, 2018 (Job Number 88265 Tuckaseegee Road).

June 25, 2018

Resolution Book 48, Page 852

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE Todd Road and Clark Place in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Charlotte-Douglas International Airport** has filed a petition to close Todd Road and Clark Place in the City of Charlotte; and

Whereas, Todd Road is a 60-foot wide right-of-way beginning at its intersecting point with Tuckaseegee Road, continuing in a westward direction for approximately 2,123 +/- feet to its terminus at a property currently or formerly owned by the City of Charlotte (D.B. 21317, PG 344), and consists of 2.9367 Acres; and Clark Place is a varying right-of-way in width, beginning at its intersecting point with Tuckaseegee Road and continuing in a southwestward direction for approximately 826 +/- feet to its terminus at the easternmost limits of the Interstate 485 right-of-way, and consists of 1.68 Acres, as shown in the maps marked "Exhibit A-1 & A-2" and is more particularly described by metes and bounds in the documents marked "Exhibit B-1 & B-2" 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.

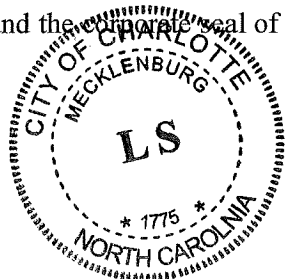
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of June 25, 2018, that it intends to close Todd Road and Clark Place and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 23rd day of July 2018, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

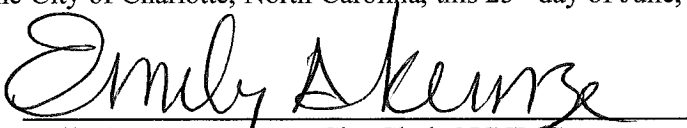
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

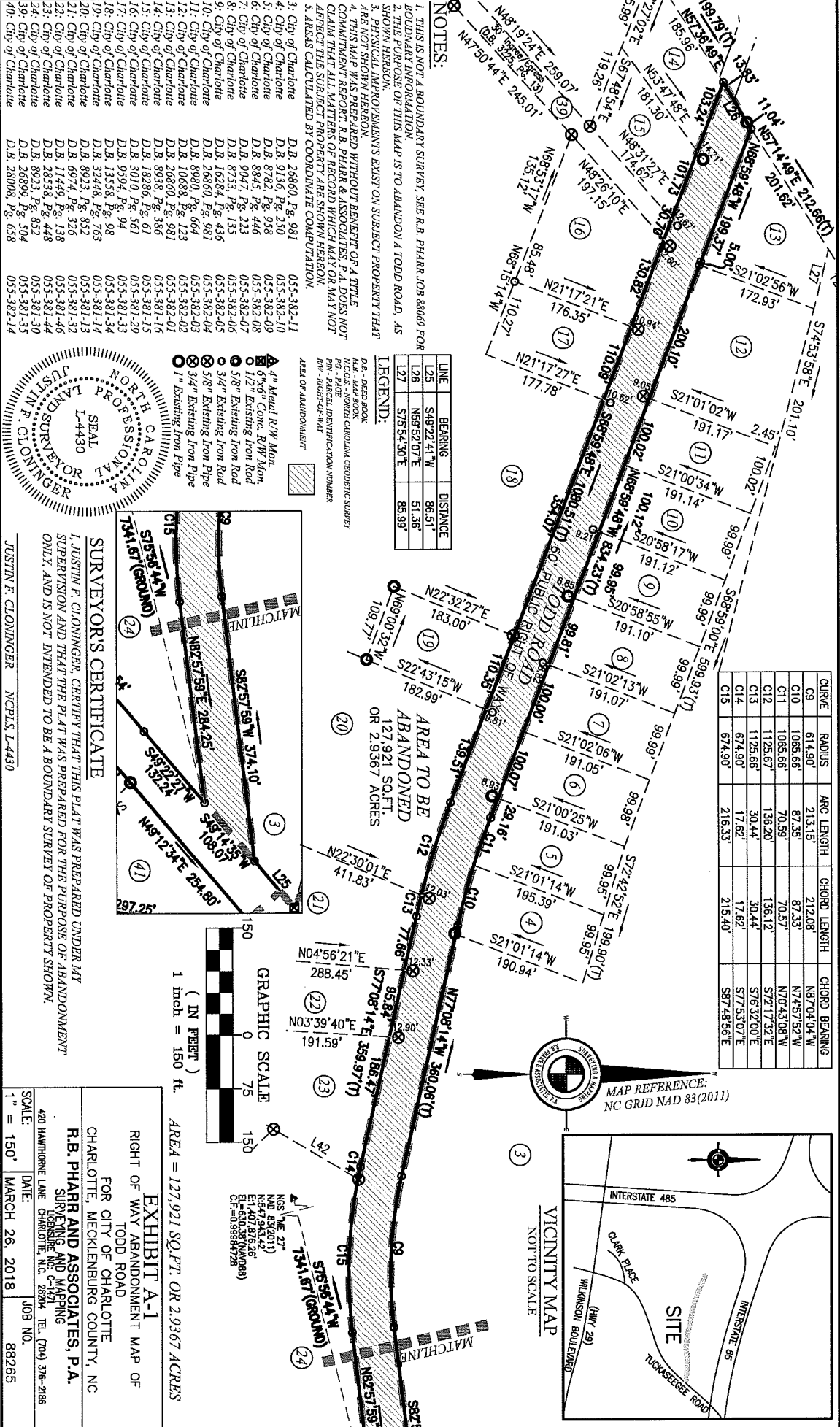
CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 852-856.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC



- NOTES:**
- THIS IS NOT A BOUNDARY SURVEY, SEE R.B. PHARR JOB 88869 FOR BOUNDARY INFORMATION.
 - THE PURPOSE OF THIS MAP IS TO ABANDON A TODD ROAD, AS SHOWN HEREON.
 - PHYSICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
 - THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT, R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
 - AREAS CALCULATED BY COORDINATE COMPUTATION.

LEGEND:

LINE	BEARING	DISTANCE
L25	S48°22'41"W	86.51'
L26	N59°52'07"E	51.36'
L27	S75°54'30"E	85.99'

AREA TO BE ABANDONED
127,921 SQ. FT. OR 2.9367 ACRES

EXHIBIT A-1
RIGHT OF WAY ABANDONMENT MAP OF
TODD ROAD
FOR CITY OF CHARLOTTE
CHARLOTTE, MECKLENBURG COUNTY, NC

R.B. PHARR AND ASSOCIATES, P.A.
SURVEYING AND MAPPING
LICENSE NO. C-121
420 HAMMORRE LANE CHARLOTTE, NC 28204 TEL: (704) 376-2188

DATE: MARCH 26, 2018
JOB NO. 88265

LAND SURVEYOR
JUSTIN F. CLOWINGER
NCPHS L-4430

SEAL
L-4430

GRAPHIC SCALE
1 inch = 150 ft.

VICINITY MAP
NOT TO SCALE

MAP REFERENCE:
NC GRID NAD 83(2011)

AREA OF ABANDONMENT

- 4" Metal R/W Mon.
- 6" Conc. R/W Mon.
- 1/2" Existing Iron Rod
- 5/8" Existing Iron Rod
- 3/4" Existing Iron Rod
- 5/8" Existing Iron Pipe
- 3/4" Existing Iron Pipe
- 1" Existing Iron Pipe

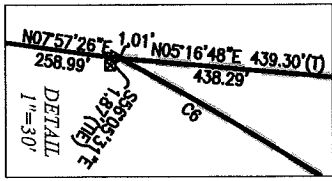
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. SEE R.B. PHARR JOB 88069 FOR BOUNDARY INFORMATION.
2. THE PURPOSE OF THIS MAP IS TO ABANDON CLARK PLACE, AS SHOWN HEREON.
3. PHYSICAL IMPROVEMENTS EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
4. THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT.
5. THIS MAP AND SURVEY P. 4 DOES NOT CONSTITUTE A MATTER OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
6. AREAS CALCULATED BY COORDINATE COMPUTATION.

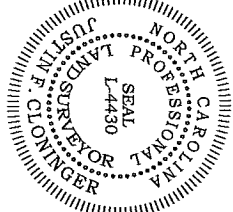
LEGEND:

- D.B. - DEED BOOK
- M.B. - MAP BOOK
- N.C.S. - NORTH CAROLINA GEODETIC SURVEY
- P.N. - PARCEL IDENTIFICATION NUMBER
- R.W. - RIGHT-OF-WAY
- AREA OF ABANDONMENT

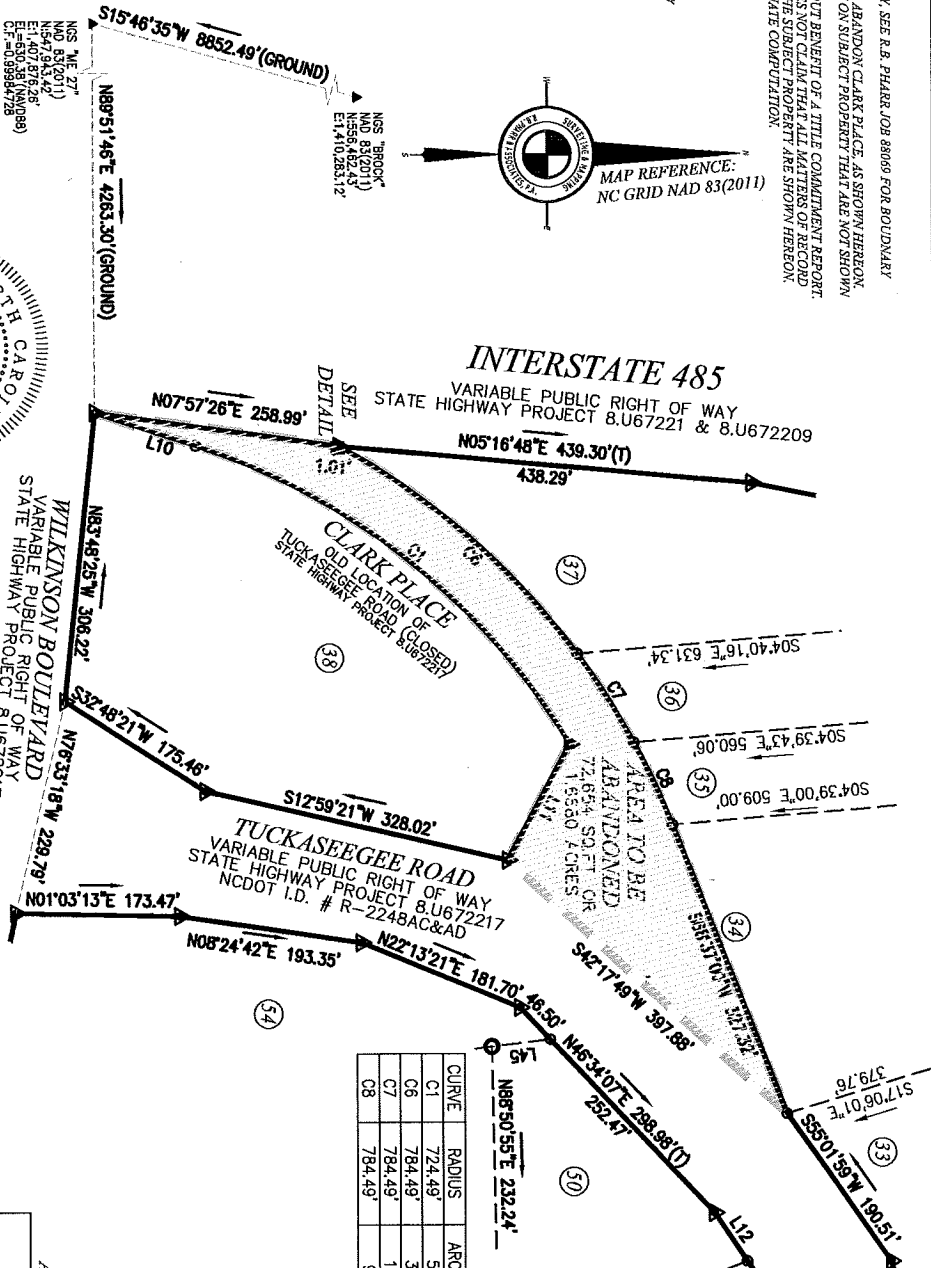
- 4" Metal R/W Mon.
- 6.5" Conc. R/W Mon.
- 1/2" Existing Iron Rod
- 5/8" Existing Iron Rod
- 3/4" Existing Iron Rod
- 5/8" Existing Iron Pipe
- 3/4" Existing Iron Pipe
- 1" Existing Iron Pipe



- 33: City of Charlotte D.B. 11632, Pg. 471 055-381-04
- 34: City of Charlotte D.B. 30281, Pg. 463 055-381-47
- 35: City of Charlotte (Tract 1, M.B. 23, Pg. 712) 055-381-03
- 36: City of Charlotte D.B. 27804, Pg. 285 055-381-26
- 37: City of Charlotte D.B. 27804, Pg. 285 055-381-01
- 38: City of Charlotte D.B. 25528, Pg. 309 055-371-13
- 39: City of Charlotte D.B. 25157, Pg. 284 055-371-12
- 34: City of Charlotte D.B. 33561, Pg. 236 055-371-20
- 34: City of Charlotte D.B. 25157, Pg. 284 055-371-20



SURVEYOR'S CERTIFICATE
 I, JUSTIN F. CLONINGER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.
 JUSTIN F. CLONINGER NCP.L.S. L-4430



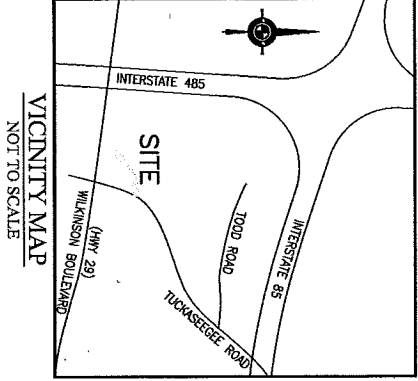
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	724.49'	516.36'	505.50'	N38°40'22"E
C6	784.49'	336.27'	333.70'	N41°08'28"E
C7	784.49'	111.18'	111.08'	N57°28'49"E
C8	784.49'	96.06'	96.00'	N65°02'52"E

LINE	BEARING	DISTANCE
L10	N18°17'36"E	111.41'
L11	S61°31'41"E	139.21'
L12	N56°12'11"E	61.63'
L13	N56°12'11"E	59.42'



AREA = 72,654 SQ. FT. OR 1.6680 ACRES
 EXHIBIT A-2
 RIGHT OF WAY ABANDONMENT MAP OF
 CLARK PLACE
 FOR CITY OF CHARLOTTE
 CHARLOTTE, MECKLENBURG COUNTY, NC
R.B. PHARR AND ASSOCIATES, P.A.
 SURVEYING AND MAPPING
 LICENSE NO. C-1421
 420 HAMPDRINE LANE CHARLOTTE, NC 28204 TEL: (704) 376-2188

SCALE: 1" = 150'	DATE: MARCH 26, 2018	JOB NO. 88265
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June 25, 2018

Resolution Book 48, Page 855

Todd Road Abandonment – A-1

COMMENCING at NGS Monument "ME 27" having North Carolina Grid Coordinates of North: 547,943.42' and East: 1,407,876.26' North 75°56'44" East a ground distance of 7,341.67' to an existing iron rod being on the northwesterly right of way margin of Tuckaseegee Road and being the southeastern most corner of Todd Road (area to be abandoned) and said point also being the point of **BEGINNING**.

Thence from said point of beginning and running with the southerly margin of Todd Road (area to be abandoned) the following five (5) courses and distances:

- 1) South 82°57'59" West a distance of 284.25' to a point;
- 2) with a curve turning to the right with an arc length of 233.92', and a radius of 674.90', (chord of North 87°04'04" West 232.78') to a point;
- 3) North 77°08'14" West a distance of 359.97' to a point;
- 4) with a curve turning to the right with an arc length of 166.64', and a radius of 1125.67', (chord of North 73°04'01" West 166.49') to a point;
- 5) North 68°59'48" West a distance of 1080.51' to a point being the western most corner of Todd Road (area to be abandoned); thence with the westerly margin of Todd Road (area to be abandoned) the following three (3) courses and distances:

- 1) North 57°36'49" East a distance of 13.83' to a point;
- 2) North 59°52'07" East a distance of 51.36' to an existing iron pipe;
- 3) North 57°14'49" East a distance of 11.04' to a point being the northwestern most corner of Todd Road (area to be abandoned); thence with the northerly margin of Todd Road (area to be abandoned) the following six (6) courses and distances:

- 1) South 68°59'48" East a distance of 199.37' to a point;
- 2) South 68°59'48" East a distance of 834.23' to a point;
- 3) with a curve turning to the left with an arc length of 157.94', and a radius of 1065.66', (chord of South 73°04'01" East 157.79') to a point;
- 4) South 77°08'14" East a distance of 360.06' to a point;
- 5) with a curve turning to the left with an arc length of 213.15', and a radius of 614.90', (chord of South 87°04'04" East 212.08') to a point;
- 6) North 82°57'59" East a distance of 374.10' to a point on the northwesterly right of way margin of Tuckaseegee Road; thence South 49°14'35" West a distance of 108.07' to the **POINT OF BEGINNING** having an area of 127,921 square feet or 2.9367 acres land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated April 6, 2018 (Job Number 88265 Todd Road).

Clark Place Abandonment – A-2

COMMENCING at NGS Monument "ME 27" having North Carolina Grid Coordinates of North: 547,943.42' and East: 1,407,876.26' North 89°51'46" East a ground distance of 4,263.30' to an existing right of way monument being on the northerly right of way margin of Wilkinson Boulevard (variable public right of way) and also being the easterly right of way margin of Interstate 485 (variable public right of way) as shown on NCDOT Project 8.U672217 recorded in the Mecklenburg County Register of Deeds; and said point being the point of **BEGINNING**.

Thence from said point of beginning and running with the easterly right of way margin of Interstate 485 the following two (2) courses and distances:

- 1) North 07°57'26" East a distance of 258.99' to an existing right of way monument;
- 2) North 05°16'48" East a distance of 1.01' to an existing right of way monument being the northwesterly most corner of Clark Place (area to be abandoned); thence with the northwesterly margin of Clark Place the following two (2) courses and distances:

- 1) with a curve turning to the right with an arc length of 543.50', and a radius of 784.49', (chord of North 48°42'30" East 532.69') to an existing iron rod;

- 2) North 68°37'00" East a distance of 327.32' to an existing iron rod being on the northwesterly margin of Tuckasegee Road; thence turning South 42°17'49" West a distance of 397.88' to an existing right of way monument being on the southeasterly margin of Clark Place (area to be abandoned); thence with the southeasterly margin of Clark Place the following three (3) courses and distances:

- 1) North 61°31'40" West a distance of 139.22' to an existing right of way monument;
- 2) with a curve turning to the left with an arc length of 516.36', and a radius of 724.49', (chord of South 38°40'22" West 505.50') to an existing iron rod;

- 3) South 18°17'36" West a distance of 111.41' to the **POINT OF BEGINNING** having an area of 72,654 square feet or 1.6680 acres land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated April 6, 2018 (Job Number 88265 Clark Place).

RESOLUTION OF THE CITY OF CHARLOTTE CITY COUNCIL IN SUPPORT OF A SUSTAINABLE AND RESILIENT CHARLOTTE BY THE YEAR 2050

WHEREAS, the Charlotte City Council committed in the FY 2018-2019 Environment Focus Area Plan to “become a global leader in environmental sustainability, balancing economic growth with preserving our natural resources;” and,

WHEREAS, Charlotte will strive to become a low carbon city by 2050, spanning all sectors, to bring city-wide greenhouse gas emissions to below 2 tons CO₂e per person annually; and,

WHEREAS, Charlotte is currently developing a Strategic Energy Action Plan (SEAP), which will contain short, medium and long terms actions to deliver deep reductions in carbon emissions spanning all sectors so that the CO₂e targets can be met; and,

WHEREAS, a low carbon city is delivered through processes, strategies, practices, tools, and institutional structures that promote collaboration between city, public, private, academic, and nonprofit constituencies to develop and implement long-term, deep reductions in carbon emissions, and,

WHEREAS, these processes, strategies, and collaborations will balance economic considerations with advancement towards the 2050 goal, and

WHEREAS, low carbon cities improve their environmental sustainability, social capital and economic mobility through growth in clean energy industries and workforce development opportunities; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Charlotte will strive to become a low carbon city by 2050 and will develop a Strategic Energy Action Plan to be presented to City Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Charlotte will continue the work currently under way to advance short term goals for reductions in energy consumption in city operations as a first step on the path towards a low carbon future.


NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Charlotte will strive to source 100% of its energy use in its buildings and fleet from zero carbon sources by 2030.

Adopted on this 25th day of June, 2018.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 857-858.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.


Emily A. Kunze, Deputy City Clerk, NCCMC



EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “*City Council*”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 25, 2018:

Members Present: Lyles, Ajmera, Eiselt, Mitchell, Egleston, Harlow, Mayfield, Phipps, Newton Bokhari, Driggs

Members Absent: Winston

* * * * *
* * *

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

RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$118,080,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING

WHEREAS, bond orders entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$118,080,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;”

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;” and

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;”

have been introduced at a meeting of the City Council (the “*City Council*”) of the City of Charlotte, North Carolina this 25th day of June, 2018; and

WHEREAS, the City Council desires to provide for the holding of a public hearing thereon on July 23, 2018 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA that the public hearing on said bond orders shall be held on the 23rd day of July, 2018 at or about 7:00 p.m. in the Meeting Chamber, Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause a copy of said bond orders to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the City on or before the 17th day of July, 2018.

BE IT FURTHER RESOLVED that the finance officer is hereby directed to file with the City Clerk, prior to publication of the bond orders, along with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the City, the assessed value of property subject to taxation by the City and the percentage that net debt of the City bears to the assessed value of property subject to taxation.

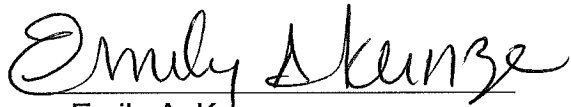
BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 25th day of June, 2018.

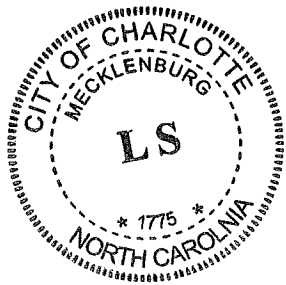
STATE OF NORTH CAROLINA)
)
CITY OF CHARLOTTE) ss:

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 **“RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$118,080,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING”** adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 25th day of June, 2018, the reference having been made in Minute Book 146, and recorded in full in Resolution Book 48, Page(s) 859-865

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of June, 2018.


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

(SEAL)



EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “*City Council*”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 25, 2018:

Members Present: Lyles, Eiselt, Ajmera, Bokhari, Driggs, Egleston, Harlow, Mayfield, Mitchell, Newton, Phipps

Members Absent: Winston

* * * * *
* * *

Councilmember Egleston introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF \$118,080,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council of the City of Charlotte, North Carolina (the “*City Council*”) has ascertained and hereby determines that it is necessary to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads, intersections, parking lots and pedestrian and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land and rights-of-way in land required therefor; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation

Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be \$118,080,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Transportation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 6, 2018.

Councilmember Egleston introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including construction of infrastructure improvements related thereto and the acquisition of land and rights-of-way required therefor; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Housing Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Housing Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Housing Bonds authorized by this order shall be \$50,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Housing Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 6, 2018.

Councilmember Egleston introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council of the City of Charlotte, North Carolina (the “*City Council*”) has ascertained and hereby determines that it is necessary to pay the capital costs of infrastructure improvements for various neighborhoods of the City, including the cost of related studies, plans and design, acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage, sidewalks, pedestrian and bicycle paths; paving, resurfacing, grading or improving streets, roads and intersections, providing public open space, landscaping and lighting, and acquiring any necessary equipment, land, interests in land and rights-of-way therefor; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Neighborhood Improvement Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Neighborhood Improvement Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Neighborhood Improvement Bonds authorized by this order shall be \$55,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Neighborhood Improvement Bonds.

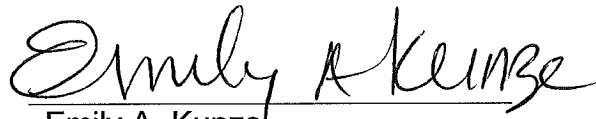
Section 3. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

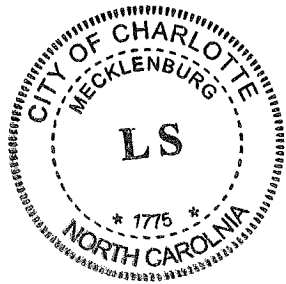
Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 6, 2018.

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

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 the introduction of the bond orders entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$118,080,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA,**” “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” and “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 25th day of June, 2018, the reference having been made in Minute Book 146, and recorded in full in Resolution Book 48, Page(s) 859-865.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of June, 2018.


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



(SEAL)

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “City Council”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 25, 2018:

Members Present: Lyles, Ajmera, Eiselt, Mitchell, Egleston, Harlow, Mayfield, Phipps, Newton, Bokhari, Driggs

Members Absent: Winston

* * * * *
* * *

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the City Council is considering the issuance of bonds of the City of Charlotte, North Carolina (the “City”) which shall be for the following purposes and in the following maximum amount:

Not to exceed \$29,000,000 of General Obligation Refunding Bonds to pay the costs of refunding in advance of their maturities a portion of the City’s General Obligation Refunding Bonds, Series 2008 maturing on and after August 1, 2019 (the “*Refunded Bonds*”).

WHEREAS, the City Council must make certain findings of fact to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 25th day of June, 2018, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to lower the City’s debt service costs related to projects refinanced with the Refunded Bonds. The proposed bonds do not extend the final maturity of the Refunded Bonds.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. **Past Debt Management Policies.** The City's debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Chief Financial Officer to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney's office reviews all debt-related documents for compliance with laws.

D. **Past Budgetary and Fiscal Management Policies.** The City's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Chief Financial Officer presents financial information to City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. **Retirement of Debt.** The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in Fiscal Year 2019, but issuance may be delayed until such time as the City determines that the market is more favorable for the issuance of the bonds.

F. **Marketing of Bonds.** The proposed bonds can be marketed at reasonable rates of interest.

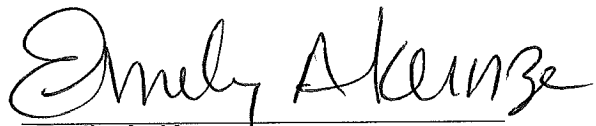
G. **Financing Team.** The City Manager and the Chief Financial Officer, with advice from the City Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, (2) retain Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association, as underwriters for the Bonds and (3) retain DEC Associates, Inc., as financial advisor. The City Manager and the Chief Financial Officer are authorized to retain and approve the services of other professionals that they deem necessary related to the issuance of the Bonds.

PASSED, ADOPTED AND APPROVED this 25th day of June, 2018.

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

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 “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**” adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 25th day of June, 2018, the reference having been made in Minute Book 146, and recorded in full in Resolution Book 48, Page(s) 866-868.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of June, 2018.



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

(SEAL)



EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Charlotte, North Carolina (the "City Council") was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 25, 2018:

Members Present: Lyles, Ajmera, Eiselt, Mitchell, Egleston, Harlow, Mayfield, Phipps, Newton, Bokhari, Driggs

Members Absent: Winston

* * * * *
* * *

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bonds (as defined below) authorized by the Bond Order;

WHEREAS, the City of Charlotte, North Carolina (the "City") desires to issue its General Obligation Refunding Bonds, Series 2018A (the "Bonds") in an aggregate principal amount not to exceed \$29,000,000;

WHEREAS, the City requests that the Local Government Commission (the "Commission") sell the Bonds through a negotiated sale to Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association (collectively, the "Underwriters") in accordance with the terms and conditions set forth in a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Commission and the Underwriters relating to the Bonds;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City and have been made available to the City Council of the City (the "City Council"):

1. the Bond Purchase Agreement; and
2. a Preliminary Official Statement with respect to the Bonds with respect to the Bonds (the "Preliminary Official Statement");

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

“Arbitrage and Tax Regulatory Agreement” means the Arbitrage and Tax Regulatory Agreement executed by the City related to the Bonds.

“Bond Order” means the Bond Order authorizing \$29,000,000 General Obligation Refunding Bonds, adopted by the City Council on June 25, 2018 and effective on its adoption.

“Bonds” means City’s General Obligation Refunding Bonds, Series 2018A authorized under the Bond Order.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“Federal Securities” means, to the extent permitted by laws of the State for the defeasance of local government bonds, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s, if the Bonds are rated by Moody’s, S&P, if the Bonds are rated by S&P and Fitch Ratings, if the Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

“Fitch Ratings” means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Fitch”* will be deemed to refer to any other nationally recognized securities rating agency other than Moody’s and S&P designated by the City.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the City.

“*Pricing Certificate*” means the certificate of the City’s Chief Financial Officer delivered in connection with the issuance of the Bonds which establishes the final maturity amounts, the interest payment dates, the provisions for redemption for the Bonds and the principal amount of the 2008 Bonds to be refunded.

“*Refunded Bonds*” means a portion of the 2008 Bonds maturing on and after August 1, 2019.

“*S&P*” means S&P Global Ratings, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s and Fitch Ratings designed by the City.

“*2008 Bonds*” means the City’s \$184,035,000 General Obligation Refunding Bonds, Series 2008.

Section 2. The City shall issue its Bonds in an aggregate principal amount not to exceed \$29,000,000.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on February 1 and August 1, beginning February 1, 2019, unless the Chief Financial Officer establishes different dates in his Pricing Certificate. The Bonds are being issued to refund the Refunded Bonds pursuant to and in accordance with the Bond Order.

Section 4. The Bonds are payable in installments on August 1 of each year, unless the Chief Financial Officer establishes different dates in his Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate.

Section 5. The Bonds are to be numbered from “R-1” consecutively and upward. All Bonds shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Chief Financial Officer is directed to maintain the registration records with respect thereto. The Bonds shall bear the original or facsimile signatures of the Mayor, the Mayor Pro Tem or City Manager and the City Clerk or the Deputy City Clerk.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (“*DTC*”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City will not be responsible or liable for maintaining,

supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Chief Financial Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement Bonds in accordance with DTC's rules and procedures.

Section 8. The Bonds will not be subject to redemption before maturity, unless the Chief Financial Officer establishes different redemption provisions in his Pricing Certificate.

If the Pricing Certificate designates that the Bonds will be subject to redemption, then if less than all Bonds are called for redemption, the City shall select the maturity or maturities of the Bonds to be redeemed in such manner as the City in its discretion may determine, and DTC and its participants shall determine which such Bonds within a maturity are to be redeemed by lot; *provided, however*, that the portion of any Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. When the City elects to redeem any Bonds, notice of such redemption of such Bonds, stating the redemption date, redemption price and identifying the Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there are due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such Bonds, by prepaid certified or registered United States mail (or by such other method permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of such Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit electronically a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rule Making Board (the "MSRB") in a electronic format as prescribed by the MSRB.

If at the time of mailing of notice of redemption there is not on deposit money sufficient to redeem the Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

Section 9. The Bonds and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 10. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bonds from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage

limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code. The Chief Financial Officer, or his designee, is hereby authorized to execute an Arbitrage and Tax Regulatory Agreement with respect to the Bonds.

Section 11. The Chief Financial Officer, or his designee, is hereby directed to create and establish a special fund to be designated "*City of Charlotte, North Carolina General Obligation Bonds, Series 2018A Cost of Issuance Fund*" (the "*Costs of Issuance Fund*"). From the proceeds of the Bonds, the State Treasurer will cause the amount set forth in the Pricing Certificate needed to redeem the Refunded Bonds to be transferred to DTC or its nominee, as registered owner of the 2008 Bonds, on August 1, 2018, or such other date as the Chief Financial Officer may determine, and transfer the balance of the proceeds from the sale of the Bonds to the Costs of Issuance Fund. The City will cause the amount necessary to redeem the remaining outstanding principal amount of the 2008 Bonds maturing on and after August 1, 2019, to be transferred to DTC or its nominee, as registered owner of the 2008 Bonds on or before August 1, 2018.

Proceeds on deposit in the Costs of Issuance Fund shall be used to pay the costs of issuance of the Bonds. Funds on deposit in the Costs of Issuance Fund shall be invested and reinvested by the Chief Financial Officer as permitted by the laws of the State of North Carolina. The Chief Financial Officer shall keep and maintain adequate records pertaining to each account and all disbursements from each account so as to satisfy the requirements of the laws of the State of North Carolina and assure that the City maintains its covenants with respect to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in the Costs of Issuance Fund on February 1, 2019, the Chief Financial Officer shall apply the remaining proceeds of the Bonds to pay interest on the Bonds on February 1, 2019.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Commission is hereby requested to sell the Bonds through a private sale without advertisement to the Underwriters pursuant to the terms of the Bond Purchase Agreement at such prices as the Commission determines to be in the best interest of the City, subject to the approval of the Authorized Officers, as defined below, each such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement. The Bonds will be sold at interest rates that result in a true interest cost not to exceed 3.50% and at a minimum purchase price of ninety-eight percent (98%) of the face value of the Bonds. The form and content of the Bond Purchase Agreement are in all respects approved and confirmed, and the Mayor, the Mayor Pro Tem, the City Manager or the Chief Financial Officer of the City (the "*Authorized Officers*") are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 14. The Authorized Officers and the City Clerk or Deputy City Clerk are hereby authorized and directed, individually and collectively, (1) to cause the Bonds to be prepared and (2) when they have been duly sold by the Commission, (a) to execute the Bonds and (b) to turn the Bonds over to the registrar and transfer agent of the City for delivery through the facilities of DTC to the Underwriters.

Section 15. The form and content of the Preliminary Official Statement, and the final Official Statement related to the Bonds which will be substantially in the form of the Preliminary Official Statement (the "*Final Official Statement*"), are in all respects authorized, approved and confirmed, and the Chief Financial Officer is authorized, empowered and directed to deliver the Preliminary Official Statement and the Final Official Statement in substantially the form and content of the Preliminary Official Statement presented to the City Council, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate.

Section 16. The Authorized Officers, the City Clerk and the Deputy City Clerk are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the Bonds. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 17. The City agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the Bonds, as follows:

(1) by not later than seven months after the end of each Fiscal Year to the MSRB in an electronic format as prescribed by the MSRB, the audited financial statements of the City for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year to the MSRB, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions "**THE CITY--DEBT INFORMATION**" and "**--TAX INFORMATION**" (excluding information on overlapping units) in the Final Official Statement referred to in Section 15;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancements reflecting financial difficulties;

(e) substitution of any credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(g) modification of the rights of the beneficial owners of the Bonds, if material;

(h) call of any of the Bonds, if material, and tender offers;

(i) defeasance of any of the Bonds;

(j) release, substitution or sale of any property securing repayment of the Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the City;

(m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(4) in a timely manner to the MSRB, notice of the failure by the City to provide the required annual financial information described in (1) and (2) above on or before the date specified.

The City agrees that its undertaking under this Paragraph is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds, including an action for specific performance of the City's obligations under this Paragraph, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Paragraph for the benefit of all of the registered owners and beneficial owners of the Bonds.

All documents provided to the MSRB as described in this Paragraph shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed

by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of each Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;
- (3) with respect to the Bonds, any such modification does not materially impair the interest of the registered owners or the beneficial owners of the Bonds, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Paragraph terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 18. Those portions of this Resolution other than Section 17 may be amended or supplemented, from time to time, without the consent of the owners of the Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of such Bonds and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the Bonds then outstanding, exclusive of such Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any owner of Bonds, reduce the principal amount of any such Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 17, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of such Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of such Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the Registrar shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of such Bonds then

outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the Registrar for inspection by all owners of such Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of such Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 19. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the Bonds the principal of such Bonds (including interest to become due thereon) and, premium, if any, on such Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the City shall so notify each rating agency then rating the Bonds, and then such Bonds shall be considered to have been discharged and satisfied, and the principal of such Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification agent that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance with respect to such Bonds, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the owners of such Bonds that such moneys are so available for such payment.

Section 20. Any portion of the Bond Order remaining after the issuance of the Bonds will be deemed to be repealed and will no longer be considered authorized but unissued under the Bond Order.

Section 21. All acts and doings of any officer of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 23. 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.

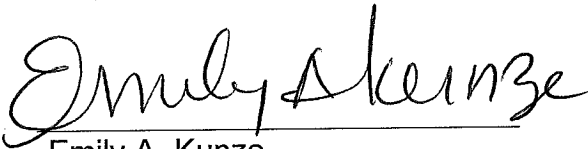
Section 24. This Bond Resolution is effective on its adoption.

PASSED, ADOPTED AND APPROVED this 25th day of June, 2018.

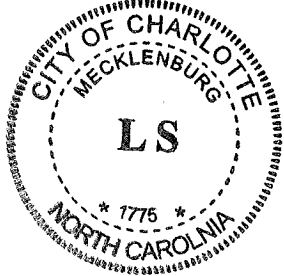
STATE OF NORTH CAROLINA)
)
CITY OF CHARLOTTE) ss:

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 “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF THE CITY’S GENERAL OBLIGATION REFUNDING BONDS**” adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 25th day of June, 2018, the reference having been made in Minute Book 146, and recorded in full in Resolution Book 48, Page(s) 869-885.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of June, 2018.



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



(SEAL)

APPENDIX A

No. R-

\$

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

INTEREST
RATE MATURITY DATE DATED DATE CUSIP

REGISTERED OWNER: CEDE & Co.

PRINCIPAL SUM: DOLLARS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2018A

THE CITY OF CHARLOTTE, NORTH CAROLINA (the "City") acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on February 1, 2019 and semiannually thereafter on August 1 and February 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company ("DTC") or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, a bond order adopted by the City Council of the City on June 25, 2018 and effective on the date of its adoption. The Bonds are issued to provide funds to refund in advance of their maturities a portion of the City's General Obligation Refunding Bonds, Series 2008 maturing on and after August 1, 2019 and to pay the costs of issuing the Bonds.

The Bonds will not be subject to redemption before maturity.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

City Clerk

Mayor

Date of Execution: August 1, 2018

The issue hereof has been approved under the provisions of The Local Government Bond Act.

GREG C. GASKINS
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("*Stamp*") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

Councilmember Mayfield introduced the following bond order by reading the title thereof:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$29,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

WHEREAS, the City of Charlotte, North Carolina (the “City”) has issued its \$184,035,000 General Obligation Refunding Bonds, Series 2008 (the “2008 Bonds”);

WHEREAS, the City Council of the City (the “City Council”) deems it advisable to refund a portion of the outstanding 2008 Bonds maturing on and after August 1, 2019 (the “Refunded Bonds”);

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$29,000,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

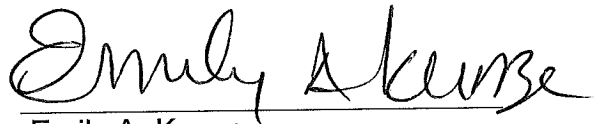
The foregoing bond order is adopted by unanimous consent without change or amendment.

As prescribed by The Local Government Bond Act, the City Clerk is directed to publish a notice of adoption of the bond order titled, “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$29,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA,**” which was introduced and adopted at the meeting of the City Council held on June 25, 2018.

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

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 "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$29,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**" introduced and adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 25th day of June, 2018, the reference having been made in Minute Book 146, and recorded in full in Resolution Book 48, Page(s) 869-885.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of June, 2018.



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

(SEAL)



**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$29,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

WHEREAS, the City of Charlotte, North Carolina (the “City”) has issued its \$184,035,000 General Obligation Refunding Bonds, Series 2008 (the “2008 Bonds”);

WHEREAS, the City Council of the City (the “City Council”) deems it advisable to refund a portion of the outstanding 2008 Bonds maturing on and after August 1, 2019 (the “Refunded Bonds”);

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$29,000,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

The foregoing order was adopted on the 25th day of June, 2018 and is hereby published this 26th day of June, 2018. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The finance officer of the City has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is \$2,537,550. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

/s/Stephanie C. Kelly
City Clerk
City of Charlotte, North Carolina

**CHARLOTTE, NORTH CAROLINA
CITY COUNCIL**

**RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
TO PROVIDE LABORATORY SERVICES TO UNION COUNTY
BETWEEN THE
CITY OF CHARLOTTE AND UNION COUNTY**

WHEREAS, North Carolina General Statute §160A-461 and North Carolina General Statute §153A-445 authorize units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the City of Charlotte and Union County wish to enter into the attached Interlocal Agreement to Provide Laboratory Services to Union County (the "Interlocal Agreement") by which the City of Charlotte will perform wastewater treatment plant laboratory services, sample analysis, and field services for Union County in the manner described in the Interlocal Agreement.

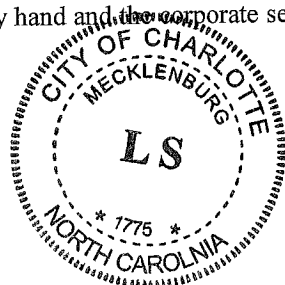
NOW THEREFORE BE IT RESOLVED that the Charlotte City Council hereby:

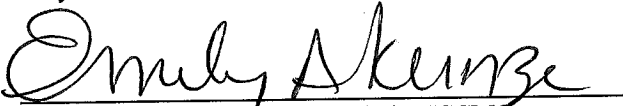
1. Approves and ratifies the attached Interlocal Agreement; and
2. Authorizes the City Manager to execute the Interlocal Agreements in substantially the form presented to City Council with technical corrections and minor modifications as she may deem necessary consistent with the spirit and intent of the transactions; and
3. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 886.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC

June 25, 2018

Resolution Book 48, Page 887

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 25, 2018**

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

WHEREAS, the City of Charlotte will reimburse North Carolina Department of Transportation (NCDOT) for the relocation and adjustment of Charlotte Water owned water and sewer lines located in the NCDOT Project (I-5714) generally located at the intersection of Interstate-77 and Gilead Road in the Town of Huntersville.

WHEREAS, Charlotte Water will reimburse North Carolina Department of Transportation for actual costs of the project estimated to be \$1,200,000; and

WHEREAS, Charlotte Water has programmed funding for said Water and Sewer Construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the North Carolina Department of Transportation for actual construction costs at the conclusion of the project.

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

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 887.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

STATE PROJECT: I-5714 (5050127.3.1)
COUNTY: Mecklenburg
DESCRIPTION: I-77 at SR 2136 (Gilead Road) Interchange, Upgrade Existing Diamond Interchange to Diverging Diamond Interchange

DATE: March 26, 2018

SUBJECT: Utility Construction Agreement -- Charlotte Water

Mr. William M. Deal, PE
Senior Project Manager
Charlotte Water
5100 Brookside Blvd.
Charlotte, NC 28216

Dear Mr. Deal:

Enclosed is the Utility Construction Agreement to adjust and relocate water lines owned by Charlotte Water.

After you have reviewed this agreement, please have the appropriate authority approve and execute the agreement. Once signed, three originals should be returned to the Utility Coordinator for Departmental execution. One fully executed agreement will be returned to you for your file.

In order to keep the project on schedule, please approve and return the signed agreement back to this office no later than **May 30, 2018**. Should this office not receive the signed agreement by the requested date, the project is subject to be delayed.

If revisions are necessary, please email Michael Bright, Utilities Engineer, mbright@ncdot.gov or call (919) 707- 6976 to make the appropriate changes. I will promptly return the revised agreement to you for review and execution.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Carl A. Barclay".

Carl A. Barclay, PE
State Utilities Manager

CAB:mrB

Enclosures

cc: Mr. Scott Cole, PE: Division Engineer
Mr. Rick W. Baucom, PE: Division Construction Engineer
Ms. Cathy Dragonette: NCDOT Contract Officer

NORTH CAROLINA
MECKLENBURG COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 3/22/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: I-5714

AND

WBS Elements: 50127.3.1

CHARLOTTE WATER

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Charlotte Water, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project I-5714, in Mecklenburg County, said plans consists of I-77 at SR 2136 (Gilead Road) Interchange, upgrade existing Diamond Interchange to Diverging Diamond Interchange; Mecklenburg County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project I-5714, Mecklenburg County, for the contractor to adjust and relocate water lines. Said work shall be accomplished in accordance with project special provisions attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B" and the plan sheets attached hereto as Exhibit "C".
2. The Municipality shall be responsible for water lines cost as shown on the attached Exhibit "C". The estimated cost to the Municipality is \$1,200,000.00 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

- A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
 4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - A. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CHARLOTTE WATER
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of Charlotte Water as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Charlotte Water

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

EXHIBIT A



License Number. F-0991
900 W. Trade St., Suite 715
Charlotte, NC 28202-1144
(704) 372-1885



(Seal)

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

**Preliminary Provisions for Agreements Only
Not for Construction**

PROJECT SPECIAL PROVISIONS
Utility Construction

Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The utility owner is Charlotte Water. The contact person is Bill Deal and he can be reached by phone at 980-722-0786.

Temporary Water Service

The Contractor will be responsible for furnishing, installing, maintaining and removing all temporary service lines during the course of cleaning and lining operations. The temporary lines shall be leak free and installed in a neat and orderly fashion. The Contractor shall be responsible for protection of the temporary line and shall provide the personnel necessary to immediately respond to all water line breaks, leaks and outages associated with the project. A 24-hour "hotline" shall be established by the Contractor for customers to call when a problem arises with the temporary water system. Contractor needs to have a response crew onsite during service installation which serves the hospital or any facilities providing emergency services. The Contractor shall also take all necessary precautions to protect the temporary water system from freezing and shall submit a plan to the Engineer at the pre-construction conference detailing the protection procedures.

The Contractor shall furnish a schedule and detailed by-pass plan at least three weeks prior to moving to a new project site. This plan must show, in detail, all 2-inch and larger service connections, size of temporary pipe to be used, location of feed for temporary pipe, the approximate location of the temporary pipe with respect to the roadways and sidewalks and all existing and proposed fire hydrants necessary to provide continuous fire protection. Fire protection must be maintained at all times during construction, according to the regulations set forth in the Design Manual. Temporary fire hydrants must be placed beside each existing hydrant and meet the approval of the Huntersville Fire Department, prior to its use. This plan will be reviewed by Charlotte Water, as well as the Huntersville Fire Department, to insure adequate supply for domestic services and fire protection.

Prior to installing any temporary service lines, the Contractor shall verify the need for such lines, especially on streets with multiple water mains. All costs associated with verification of service tap locations shall be included in the various pay items. Any costs incurred by installing temporary water lines that are not needed shall be at the Contractor's expense.

Plastic temporary piping will be allowed, if properly placed so as to prevent its damage by traffic. All temporary service pipe crossing streets and/or commercial driveways must cross in a fashion that will not create a traffic hazard. Boring, punching or trenching may be required when crossing streets with high traffic volume. Temporary piping crossing sidewalks or wheel chair access ramps must be ramped in compliance with the ADA or buried. Any temporary bypass lines crossing a driveway shall be covered with a rubber ramp or bituminous cold patch provided by the Contractor. When temporary paving is used to ramp temporary services lines, it must be compacted by a roller or compaction device to minimize tracking. Piping must be buried when so directed by Charlotte Water. Any leaks on the temporary water service lines shall be repaired immediately. All temporary bypass piping connected to fire hydrants shall be constructed in such a manner that if necessary, can be easily removed so the fire hydrant can be used for firefighting purposes with minimal effort. All such connections to the fire hydrants must be compatible with Huntersville Fire Department for each fire hydrant outlet used. When necessary, the Contractor shall make below ground taps for bypass connections where fire hydrants cannot be used or are not available.

Direct connections to the existing water system will not be allowed until chlorination is complete and each section of the by-pass line, including service lines, has passed bacteriological and turbidity testing. A Reduced Pressure (RP) Principle Backflow Preventer shall be installed, with proper support and tested for the purpose of filling, flushing, testing, disinfection and sampling. All dead end temporary services lines shall be equipped with a blow-off.

All temporary service lines must be NSF Standard 61 certified for potable water applications. The pipe, hoses and other materials which are to be furnished by the Contractor for use as temporary service pipe shall be clean, water tight and fully adequate to withstand the existing pressure and all other conditions of use and shall be approved by Charlotte Water. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contaminations of any mains or services.

Temporary service lines longer than 750 linear feet must have a supply at each end. Temporary service lines must have a main line shut off valve at least every 500 feet. Fire protection must be maintained at all times during construction.

Upon activation of the newly installed pipe, the Contractor shall remove all temporary service lines and shall leave all streets, sidewalks, and adjacent properties in a condition of equal or better than original. Prior to installing the meter and connecting the customer to the rehabilitated system, the existing service line shall be thoroughly flushed to remove any deposits collected during cleaning.

All piping used to provide temporary water service during construction shall be NSF Standard 61 certified for use in potable water. The temporary service line may be PVC pipe but must be equipped with restrained joints. The PVC temporary service line shall be Certa-Lok Yelomine or C-900/RJ by CertainTeed, or an approved equal. Flexible hoses shall be Super Aquaduct by Angus Flexible Pipelines or an approved equal.


Measurement and Payment:

Payment for temporary water services shall be lump sum, and paid for under the contract price for "Temporary Water Services". Such price and payments will be full compensation for all labor, materials, excavation, backfilling and any incidentals necessary to complete the work, as required.

Pay Item
Temporary Water Services

Pay Unit
LS

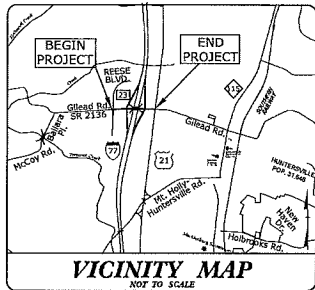
EXHIBIT B

 900 W. Trade St, Suite 715 Charlotte, NC 28202-1144 Phone: (704) 372-1885	STV Proj. Number	4019023		
	NCDOT Proj. Number	I-5714		
	Project	I-77 at SR 2136 (Gilead Road) Interchange, Upgrade		
	Location	Existing Diamond Interchange to Diverging Diamond		
	Location	Town of Huntersville, Mecklenburg County		
Calculated By	LNS	Date	3/15/2018	
Reviewed By	XMD	Date	3/21/2018	

ITEM	ITEM NUMBER	SECTION	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
U	5666000000-N	1515	FIRE HYDRANT	EA	2		
U	5540000000-E	1515	6" VALVE	EA	2		
U	5673000000-E	1515	FIRE HYDRANT LEG	LF	29		
U	5815500000-N	1530	REMOVE FIRE HYDRANT	EA	1		
U	5589200000-E	1515	2" AIR RELEASE VALVE	EA	1		
U	5546000000-E	1515	8" VALVE	EA	1		
U	5558600000-E	1515	16" VALVE	EA	1		
U	5679000000-E	1515	12" LINE STOP	EA	1		
U	5804000000-E	1530	ABANDON 12" UTILITY PIPE	LF	2164		
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	LF	217		
U	5326600000-E	1510	16" WATER LINE	LF	2289		
U	5325800000-E	1510	8" WATER LINE	LF	189		
U	5686000000-E	1515	4" WATER SERVICE LINE	LF	186		
U	5648000000-N	1515	RELOCATE WATER METER	EA	1		
U	5872500000-E	1550	BORE AND JACK OF 48"	LF	402		
U	5836400000-E	1540	36" ENCASEMENT PIPE	LF	123		
U	5835000000-E	1540	48" ENCASEMENT PIPE	LF	402		
U	5912000000-N	SP	TEMPORARY WATER SERVICE	LS	1		

Charlotte Water Cost: \$ 1,200,000.00

TIP PROJECT: I-5714

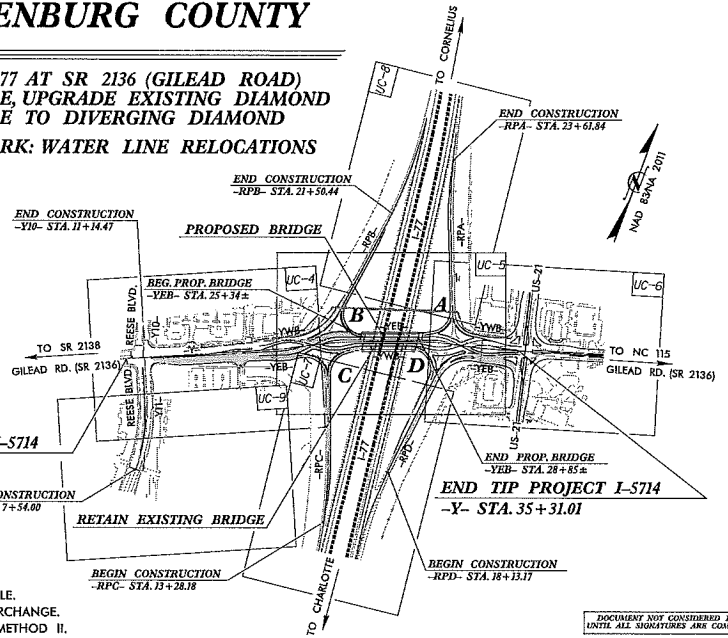


STATE OF NORTH CAROLINA
 DIVISION OF HIGHWAYS

**UTILITY CONSTRUCTION PLANS
 MECKLENBURG COUNTY**

LOCATION: I-77 AT SR 2136 (GILEAD ROAD)
 INTERCHANGE, UPGRADE EXISTING DIAMOND
 INTERCHANGE TO DIVERGING DIAMOND
 TYPE OF WORK: WATER LINE RELOCATIONS

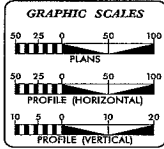
T.I.P. NO.	SHEET NO.
I-5714	UC-1
EXHIBIT C	
AGREEMENT PLANS	



STATE COST	[Pattern]
CHARLOTTE WATER COST	[Pattern]
BET1 COST	[Pattern]

THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF HUNTERSVILLE.
 THIS IS A CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO THE INTERCHANGE.
 CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

DOCUMENT NOT CONSIDERED FINAL
 UNTIL ALL SIGNATURES ARE COMPLETED



SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOLOGY
UC-3	NOTES
UC-3A THRU UC-3D	DETAILS
UC-4 THRU UC-9	UTILITY CONSTRUCTION SHEETS
UC-10	PROFILE SHEET

(A) WATER - CHARLOTTE WATER
(B) SANITARY SEWER - CHARLOTTE WATER

STV STV Engineers, Inc.	100 West 7th Street, Suite 715 Charlotte, NC 28202 (704) 252-2842 FAX: (704) 252-3020
ALAN DENG, PE	CONSULTANT CONTACT #1
	CONSULTANT CONTACT #2
	CONSULTANT CONTACT #3



MICHAEL BRIGHT	UTILITIES REGIONAL ENGINEER
MICHAEL BRIGHT	UTILITIES ENGINEER
AMY DUPREE	UTILITIES AREA COORDINATOR
GREG SEALY	UTILITIES COORDINATOR

1/2/2018 4:08:03 PM I-5714 UC_1.TSD.dgn

STATE OF NORTH CAROLINA
 DIVISION OF HIGHWAYS

PROJECT REFERENCE NO. SHEET NO.
 I-6714 UG-2
 STV 100 STV Engineers, Inc.
 200 West 42nd Street, Suite 710
 Charlotte, NC 28202-1000

EXHIBIT C
 AGREEMENT PLANS

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

- Water Line (Sized as Shown) -----
- 11 1/4 Degree Bend -----
- 22 1/2 Degree Bend -----
- 45 Degree Bend -----
- 90 Degree Bend -----
- Plug -----
- Tee -----
- Cross -----
- Reducer -----
- Gate Valve -----
- Butterfly Valve -----
- Tapping Valve -----
- Line Stop -----
- Line Stop with Bypass -----
- Blow Off -----
- Fire Hydrant -----
- Relocate Fire Hydrant -----
- Remove Fire Hydrant -----
- Water Meter -----
- Relocate Water Meter -----
- Remove Water Meter -----
- Water Pump Station -----
- RPZ Backflow Preventer -----
- DCV Backflow Preventer -----
- Relocate RPZ Backflow Preventer -----
- Relocate DCV Backflow Preventer -----

PROPOSED SEWER SYMBOLS

- Gravity Sewer Line (Sized as Shown) -----
- Force Main Sewer Line (Sized as Shown) -----
- Manhole (Sized per Note) -----
- Sewer Pump Station -----

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

- Power Pole -----
- Telephone Pole -----
- Joint Use Pole -----
- Telephone Pedestal -----
- Utility Line by Others (Type as Shown) -----
- Trenchless Installation -----
- Encasement by Open Cut -----
- Encasement -----

- Thrust Block -----
- Air Release Valve -----
- Utility Vault -----
- Concrete Pier -----
- Steel Pier -----
- Plan Note -----
- Pay Item Note -----

NOTE
 PAY ITEM

EXISTING UTILITIES SYMBOLS

- Power Pole -----
- Telephone Pole -----
- Joint Use Pole -----
- Utility Pole -----
- Utility Pole with Base -----
- H-Frame Pole -----
- Power Transmission Line Tower -----
- Water Manhole -----
- Power Manhole -----
- Telephone Manhole -----
- Sanitary Sewer Manhole -----
- Hand Hole for Cable -----
- Power Transformer -----
- Telephone Pedestal -----
- CATV Pedestal -----
- Gas Valve -----
- Gas Meter -----
- Located Miscellaneous Utility Object -----
- Abandoned According to Utility Records -----
- End of Information -----
- *Underground Power Line -----
- *Underground Telephone Cable -----
- *Underground Telephone Conduit -----
- *Underground Fiber Optics Telephone Cable -----
- *Underground TV Cable -----
- *Underground Fiber Optics TV Cable -----
- *Underground Gas Pipeline -----
- Aboveground Gas Pipeline -----
- *Underground Water Line -----
- Aboveground Water Line -----
- *Underground Gravity Sanitary Sewer Line -----
- Aboveground Gravity Sanitary Sewer Line -----
- *Underground SS Forced Main Line -----
- Underground Unknown Utility Line -----
- SUE Test Hole -----
- Water Meter -----
- Water Valve -----
- Fire Hydrant -----
- Sanitary Sewer Cleanout -----

*For Existing Utilities
 Utility Line Drawn from Record (Type as Shown)
 Designated Utility Line (Type as Shown)

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UTILITY CONSTRUCTION

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2018.
2. THE EXISTING UTILITIES BELONG TO CHARLOTTE WATER.
3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES:

1. ALL PROPOSED 16" WATER LINE TO BE DUCTILE IRON PIPE PC250 RESTRAINED JOINT. ALL OTHER PROPOSED WATER LINE TO BE DUCTILE IRON PIPE PC350 RESTRAINED JOINT.
2. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTIONS 102, 107, AND 1550 OF THE STANDARD SPECIFICATIONS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO RIVER, WETLANDS, OR BUFFER ZONES.
3. WELL IN ADVANCE OF BEGINNING UTILITY WORK, SOFT DIGS SHALL BE PERFORMED BY CONTRACTOR TO VERIFY ACTUAL WATER LINE DEPTH AND MATERIAL AT PROPOSED TIE-IN LOCATIONS.
4. LAY PIPE STRAIGHT IN ALIGNMENT AND GRADIENT OR FOLLOW TRUE CURVES AS NEARLY AS POSSIBLE. DO NOT DEFLECT ANY JOINT MORE THAN THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
5. CONTRACTOR SHALL ADHERE TO SECTION 1530 "ABANDON OR REMOVE UTILITIES" FOR ABANDONMENT OF EXISTING 12" WATER LINE.
6. PRIOR TO THE START OF PROJECT, CONTRACTOR MUST CONTACT BILL DEAL OF CHARLOTTE WATER AT 980-722-0786. CHARLOTTE WATER MAY INSPECT THE WORK AT ANY TIME.
7. NO INTERRUPTION OF EXISTING WATER SERVICE SHALL BE MADE DURING CONSTRUCTION UNTIL AUTHORIZED BY CHARLOTTE WATER. CHARLOTTE WATER WILL BE COPIED ON BOTH THE WATER MAIN PRESSURE TEST REPORT AND THE WATER MAIN CHLORINATION TEST REPORT.
8. CONTRACTOR SHALL COORDINATE SHUTDOWN OF 12" WATER LINE MINIMUM OF 72 HOURS IN ADVANCE WITH CHARLOTTE WATER (BILL DEAL, 980-722-0786). CONTRACTOR SHALL COMPLETE TIE-INS WITHIN 8-HOUR WORKDAY.

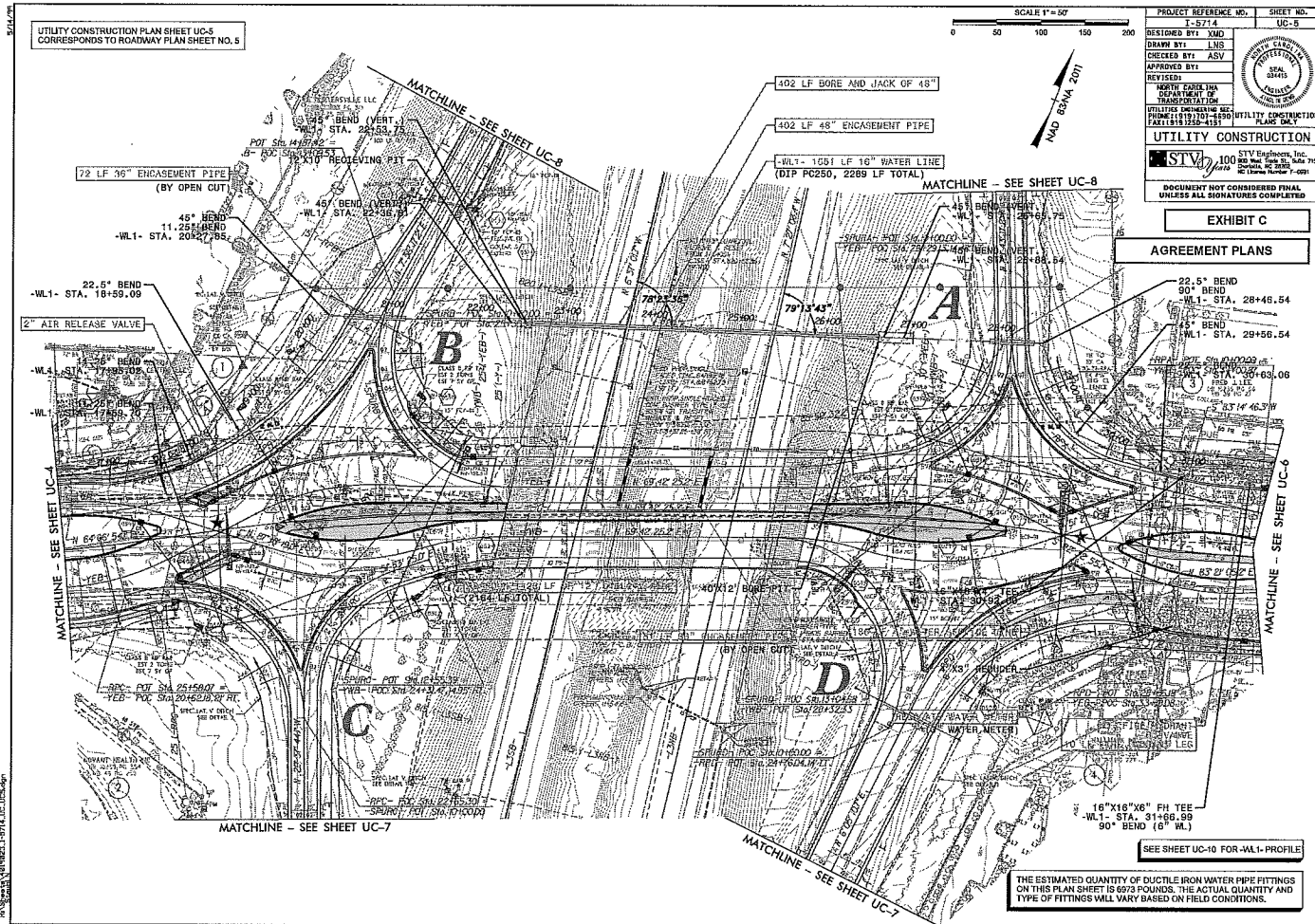
PROJECT REFERENCE NO.	SHEET NO.
1-5714	UC-3
DESIGNED BY: VMD	LNS
CHECKED BY: ACV	SEA
APPROVED BY:	SEALED
REVISED:	DATE
KATHY CHARLINA DEPARTMENT OF TRANSPORTATION	DATE
UTILITY ENGINEERING DIV. PHONE: (919) 707-4550 FAX: (919) 725-4151	UTILITY CONSTRUCTION PLANS ONLY
UTILITY CONSTRUCTION	
STV Engineers, Inc. <small>100 West 10th St., 7th Fl. Charlotte, NC 28202 P: (704) 375-7151 F: (704) 375-7151</small>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

EXHIBIT C

AGREEMENT PLANS

DATE PLOTTED

DATE PLOTTED



June 25, 2018

Resolution Book 48, Page 888

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY KNOWN AS FREEDOM DRIVE APARTMENTS IN THE CITY OF CHARLOTTE, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$18,000,000

WHEREAS, the City Council of the City of Charlotte (the "City") met in Charlotte, North Carolina at 7:00 p.m. on the 25th day of June, 2018; and

WHEREAS, the Housing Authority of the City of Charlotte, N.C. (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$18,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Freedom Apartments, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a multifamily residential rental facility to be known as Freedom Drive Apartments (the "Development"); and

WHEREAS, the Development will consist of approximately 185 units, located in four buildings on an approximately 12.92 acre site at 2615 Freedom Drive in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on May 8, 2018, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Charlotte, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of Charlotte, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

1. The proposed low income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, Mecklenburg County, North Carolina by the Borrower and the issuance of the Authority's multifamily housing revenue bonds therefor in an amount not to exceed \$18,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute

such approval certificates as may be required to evidence the City's approval of the issuance of the Bonds for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member Ajmera moved the passage of the foregoing resolution and Council member Harlow seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members Eiselt, Ajmera, Bokhari, Driggs, Egleston, Harlow, Mayfield, Mitchell, Newton, Phipps

Nays: None

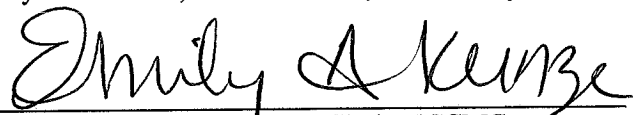
Not voting: Winston

* * * * *

CERTIFICATION

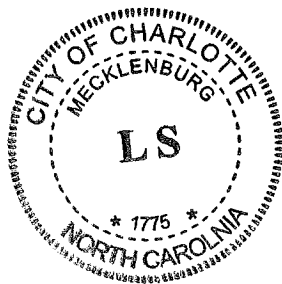
I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 888-891A.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC

(SEAL)



Resolution No. 2309

Authorize the CEO to Provide Preliminary Approval to Issue Revenue Bonds to Finance the Acquisition, Construction and Equipping of a New Affordable Housing Development currently known as Movement on Freedom

WHEREAS, Charlotte-Mecklenburg Housing Partnership (CMHP), a North Carolina nonprofit corporation, or an affiliated or related entity (the "Borrower"), has requested that the Housing Authority of the City of Charlotte, N.C. (the "Authority") assist in financing the acquisition, construction and equipping of a 185-unit multifamily housing development to be known as Movement on Freedom Apartments, located at 2615 Freedom Drive in Charlotte, North Carolina (the "Development"); and

WHEREAS, the Borrower has described to the Authority the benefits of the Development to the City of Charlotte and the State of North Carolina and has requested the Authority to agree to issue its revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing and equipping the Development; and

WHEREAS, the Authority is of the opinion that the Development is a facility which can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.:

1. It is hereby found and determined that the Development will involve the acquisition, construction and equipping of a housing facility to serve persons of low and moderate income, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the Authority agrees to assist the Borrower in every reasonable way to issue bonds to finance the acquisition, construction and equipping of the Development, and, in particular, to undertake the issuance of the Authority's revenue bonds (the "Bonds") in one or more series in an aggregate amount now estimated not to exceed Eighteen Million Dollars (\$18,000,000) to provide all or part of the cost of the Development.
2. The Authority intends that the adoption of this resolution be considered as "official action" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon among the Authority and the Borrower. The Authority and the Borrower shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay all of the expenses of the Authority in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or other agreement between the Authority and a trustee (the "Trustee") or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the Authority's rights to payments under the financing agreement. The Bonds shall not be deemed to constitute a debt or a pledge of

Resolution No. 2309

the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the Authority and the City of Charlotte, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Borrower.

4. The Authority will proceed, upon the prior advice, consent and approval of the Borrower, bond counsel and the Authority's counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including, without limitation, from the City of Charlotte and, if applicable, the North Carolina Local Government Commission.
5. It having been represented to the Authority that it is desirable to proceed with the acquisition, construction and equipping of the Development, the Authority agrees that the Borrower may proceed with plans for such acquisition, construction and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Borrower to obligate the Authority without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the Authority's adoption of this resolution. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all qualifying costs so incurred by it as permitted by Internal Revenue Service Regulations Section 1.150-2.
6. All obligations hereunder of the Authority are subject to the further agreement of the Authority and the Borrower, to satisfactory review by the Authority of the financial capability of the Borrower and satisfactory underwriting of the Development, and mutual agreement to the terms for the Bonds, including the execution of a financing agreement, indenture, or security agreement and other documents and agreements necessary or desirable for the issuance, sale and delivery of the Bonds. The Authority has not authorized and does not authorize the expenditure of any funds or monies of the Authority from any source other than the issuance of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction and equipping of the Development and the issuance of the Bonds, including the reasonable fees and expenses of the Authority, the Authority's counsel, bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Borrower and the Authority shall have no responsibility therefor. It is understood and agreed by the Authority and the Borrower that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or commissioners from time to time of the Authority.
7. The officers of the Authority are hereby authorized and directed to take all actions in furtherance of the issuance of the Bonds, including calling for a public hearing with respect to the financing of the Development through the issuance of the Bonds.
8. McGuireWoods LLP, Raleigh, North Carolina, shall act as bond counsel for the Bonds.
9. This resolution shall take effect immediately upon its passage.

Resolution No. 2309

RECORDING OFFICER'S CERTIFICATION

I, A. Fulton Meachem, Jr., the duly appointed Secretary of the Housing Authority of the City of Charlotte, N.C., do hereby certify that Resolution No. 2309 was properly adopted at a regular meeting held September 19, 2017.

(SEAL)

By: 
A. Fulton Meachem, Jr., Secretary

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY KNOWN AS WEST TYVOLA SENIORS IN THE CITY OF CHARLOTTE, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$6,000,000

WHEREAS, the City Council of the City of Charlotte (the "City") met in Charlotte, North Carolina at 7:00 p.m. on the 25th day of June, 2018; and

WHEREAS, the Housing Authority of the City of Charlotte, N.C. (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$6,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by West Tyvola Seniors, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a multifamily residential rental facility for seniors to be known as West Tyvola Seniors (the "Development"); and

WHEREAS, the Development will consist of approximately 80 units, located in one building on an approximately 1.9 acre site at the intersection of West Tyvola Road and City Park Drive in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on May 8, 2018, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Charlotte, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of Charlotte, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

1. The proposed low income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, Mecklenburg County, North Carolina by the Borrower and the issuance of the Authority's multifamily housing revenue bonds therefor in an amount not to exceed \$6,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute

such approval certificates as may be required to evidence the City's approval of the issuance of the Bonds for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member Ajmera moved the passage of the foregoing resolution and Council member Harlow seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members Eiselt, Ajmera, Bokhari, Driggs, Egleston, Harlow, Mayfield, Mitchell, Newton

Nays: None

Not voting: Winston

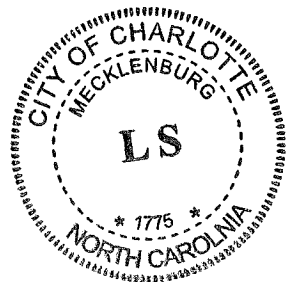
* * * * *

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 892-896.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.

(SEAL)



Emily A. Kunze, Deputy City Clerk, NCCMC

Resolution No. 2311

Authorize the CEO to Provide Preliminary Approval to Issue Revenue Bonds to Finance the Acquisition, Construction and Equipping of a New Affordable Housing Development to be known as West Tyvola Seniors

WHEREAS, Laurel Street Residential, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Borrower"), has requested that the Housing Authority of the City of Charlotte, N.C. (the "Authority") assist in financing the acquisition, construction and equipping of an 80-unit multifamily housing development for seniors to be known as West Tyvola Seniors, located at 2349 West Tyvola Road in Charlotte, North Carolina (the "Development"); and

WHEREAS, the Borrower has described to the Authority the benefits of the Development to the City of Charlotte and the State of North Carolina and has requested the Authority to agree to issue its revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing and equipping the Development; and

WHEREAS, the Authority is of the opinion that the Development is a facility which can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.:

1. It is hereby found and determined that the Development will involve the acquisition, construction and equipping of a housing facility to serve persons of low and moderate income, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the Authority agrees to assist the Borrower in every reasonable way to issue bonds to finance the acquisition, construction and equipping of the Development, and, in particular, to undertake the issuance of the Authority's revenue bonds (the "Bonds") in one or more series in an aggregate amount now estimated not to exceed Six Million Dollars (\$6,000,000) to provide all or part of the cost of the Development.
2. The Authority intends that the adoption of this resolution be considered as "official action" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon among the Authority and the Borrower. The Authority and the Borrower shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay all of the expenses of the Authority in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or other agreement between the Authority and a trustee (the "Trustee") or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the Authority's rights to payments under the financing agreement. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency

Resolution No. 2311

- thereof, including the Authority and the City of Charlotte, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Borrower.
4. The Authority will proceed, upon the prior advice, consent and approval of the Borrower, bond counsel and the Authority's counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including, without limitation, from the City of Charlotte and, if applicable, the North Carolina Local Government Commission.
 5. It having been represented to the Authority that it is desirable to proceed with the acquisition, construction and equipping of the Development, the Authority agrees that the Borrower may proceed with plans for such acquisition, construction and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Borrower to obligate the Authority without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the Authority's adoption of this resolution. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all qualifying costs so incurred by it as permitted by Internal Revenue Service Regulations Section 1.150-2.
 6. All obligations hereunder of the Authority are subject to the further agreement of the Authority and the Borrower, to satisfactory review by the Authority of the financial capability of the Borrower and satisfactory underwriting of the Development, and mutual agreement to the terms for the Bonds, including the execution of a financing agreement, indenture, or security agreement and other documents and agreements necessary or desirable for the issuance, sale and delivery of the Bonds. The Authority has not authorized and does not authorize the expenditure of any funds or monies of the Authority from any source other than the issuance of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction and equipping of the Development and the issuance of the Bonds, including the reasonable fees and expenses of the Authority, the Authority's counsel, bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Borrower and the Authority shall have no responsibility therefor. It is understood and agreed by the Authority and the Borrower that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or commissioners from time to time of the Authority.
 7. The officers of the Authority are hereby authorized and directed to take all actions in furtherance of the issuance of the Bonds, including calling for a public hearing with respect to the financing of the Development through the issuance of the Bonds.
 8. McGuireWoods LLP, Raleigh, North Carolina, shall act as bond counsel for the Bonds.
 9. This resolution shall take effect immediately upon its passage.

Resolution No. 2311

RECORDING OFFICER'S CERTIFICATION

I, A. Fulton Meachem, Jr., the duly appointed Secretary of the Housing Authority of the City of Charlotte, N.C., do hereby certify that Resolution No. 2311 was properly adopted at a regular meeting held September 19, 2017.

(SEAL)

By:


A. Fulton Meachem, Jr., Secretary

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE
CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 25, 2018**

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

WHEREAS, the CRTPO allocated Congestion Mitigation and Air Quality (CMAQ) and Bonus Allocation (BA) funding for the intersection improvements at Lakeview Road and Reames Road (the "Project"),

WHEREAS, the Project will be partially funded using North Carolina Department of Transportation funds, beginning in federal fiscal year 2018,

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$2,000,000 in CMAQ and BA funding to the Project,

WHEREAS, the Municipal Agreement specifies items eligible for funding as right-of-way, utility relocation, and construction costs, and

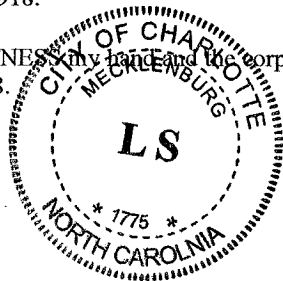
WHEREAS, the format and cost sharing philosophy is consistent with past municipal agreements.

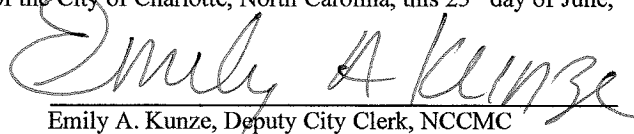
NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$2,000,000 for the construction of intersection improvements at Lakeview Road and Reames Road is hereby formally adopted by City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 897-918.

WITNES my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC

NORTH CAROLINA
MECKLENBURG COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 4/19/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5613H

AND

WBS Elements: PE _____

ROW 43735.2.12

CITY OF CHARLOTTE

CON 43735.3.12

OTHER FUNDING:

FEDERAL-AID NUMBER: CMAQ-1001(082)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$2,000,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Charlotte, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Congestion Mitigation and Air Quality funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Lakeview/Reames Roundabout/Intersection, hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,000,000 for the Project; and,

WHEREAS, the Department has also designated state Bonus Allocation funds, in the amount of \$1,000,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

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

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of construction of a roundabout at the intersection of Lakeview Road and Reames Road with a sidewalk along Lakeview Road between Beatties Ford Road and Cushing Drive.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Utility Relocation (BA Funds only)
- Construction

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of funding, the Department shall reimburse (100%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Dollars (\$1,000,000) in State Bonus Allocation(BA) funds. Once the BA funds are exhausted, the Department shall reimburse thirty-six percent (36%) of eligible expenses up to a maximum amount of \$1,000,000 in CMAQ funds, as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Fund Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Bonus Allocation (State)	\$1,000,000	100%	N/A	N/A
CMAQ (Federal)	\$1,000,000	36%	\$1,777,777	64%
Total Available Funding			\$3,777,777	

COST AND FISCAL LIABILITY TABLE

Description	Amount
Project Funding (State Funds – Bonus Allocation)	\$1,000,000
Project Funding (Federal Funds)	\$1,000,000

Project Funding (Non-Federal Match)	\$1,777,777
Total Project Funding (State Funds + Federal Funds + Non-Federal Match)	\$3,777,777
Total Estimated Cost of Project	\$5,700,000
Agency Additional Liability (Total Estimated Cost In Excess of Total Project Funding)	\$1,922,223
Agency Total Liability (Non-Federal Match + Estimated Additional Liability)	\$3,700,000

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside five percent (5%) of the total available funding, or \$188,888, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascritps/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional

Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4,

incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B

and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Lakeview/Reames Roundabout/Intersection, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Utility Relocation (BA funds only)
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall 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 the Municipality 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 Municipality 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 shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

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

▪ **UNSUBSTANTIATED COSTS**

The Municipality 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/or the Department's Financial Management Division.

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$2,000,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

▪ **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

▪ **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

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

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement

by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality 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 Municipality 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 five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Congestion Mitigation and Air Quality funds and obligations as approved by the Department under the terms of 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.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

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 Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department 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 Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

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.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. 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.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF CHARLOTTE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the City of Charlotte as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Charlotte

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

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:

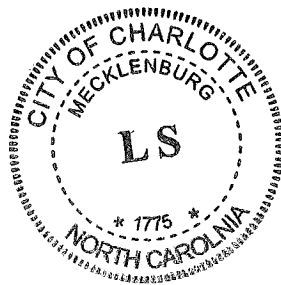
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

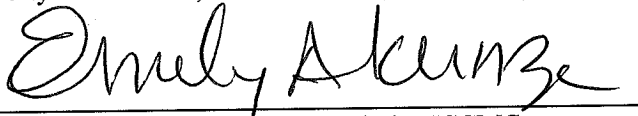
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 25th day of June 2018 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution 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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 919-920.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.





Emily A. Kunze, Deputy City Clerk, NCCMC

Taxpayers and Refunds Requested

ALEXANDER, LAWRENCE	\$	269.74
BARRINGER, JOHN LEE	\$	15.00
BRIERS, WILLIAM Z	\$	0.62
ERATO, JOSEPH	\$	335.09
HAIR, JANICE L	\$	40.69
PARIKH, TEJAS N	\$	318.92
SHAB SERVICES INC	\$	13.16
YIN, YI	\$	40.69
YIN, YI	\$	40.69
	\$	<u>1,074.60</u>

June 25, 2018

Resolution Book 48, Page 921

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 **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS PROJECT**;

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

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

PROPERTY DESCRIPTION:

Amount necessary for the **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS** and estimated to be **788.85 square feet (.018 acre) of storm drainage easement, 256.40 square feet (.006 acre) of sanitary sewer easement, and 971.27 square feet (.022 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. 077-041-26, said property currently owned by **AMERICAN TOWERS LLC**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

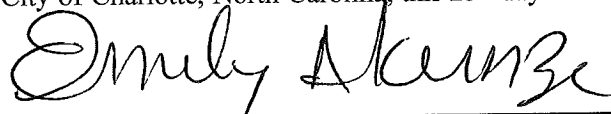
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 921.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.



Emily A. Kunze, Deputy City Clerk, 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 **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS PROJECT**;

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

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

PROPERTY DESCRIPTION:

Amount necessary for the **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS** and estimated to be **1,810 square feet (.042 acre) of storm drainage easement and 10,584 square feet (.243 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. 077-041-23, said property currently owned by **WISDOM LLC**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

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

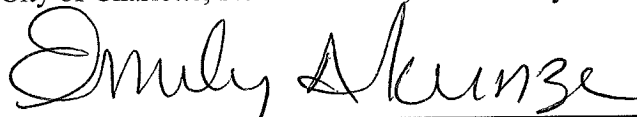
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 922.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.





Emily A. Kunze, Deputy City Clerk, 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 **TUCKASEEGEE-BERRYHILL-THRIFT ROUNDABOUT 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 **TUCKASEEGEE-BERRYHILL-THRIFT ROUNDABOUT PROJECT** and estimated to be **2,253 square feet (.052 acre) of sidewalk/utility easement, 3,711 square feet (.085 acre) of temporary construction easement, and 664 square feet (.015 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. 071-061-15, said property currently owned by **IVIN-EVA PROPERTIES, LLC; NEW DOMINION BANK, Beneficiary**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

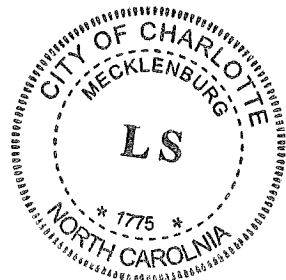
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

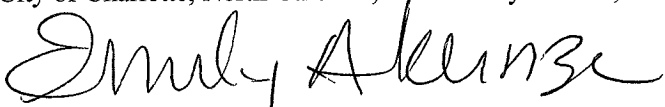
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

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 25th day of June, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 48, Page(s) 923.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25th day of June, 2018.





Emily A. Kunze, Deputy City Clerk, NCCMC