

**RESOLUTION PASSED BY THE CITY COUNCIL OF  
THE CITY OF CHARLOTTE, NORTH CAROLINA, ON May 14, 2018**

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

**WHEREAS**, the City of Charlotte has a project to construct a new street across I-85 along with ancillary improvements in the University City area of Charlotte (the "Project"), and;

**WHEREAS**, the Project will be partially funded using Congestion Mitigation and Air Quality (CMAQ) funds in federal fiscal year 2018, and;

**WHEREAS**, the Project will be partially funded using Surface Transportation Block Grant – Direct Attributable (STPBG-DA) funds in federal fiscal year 2020, and;

**WHEREAS**, the Project is listed in the North Carolina Department of Transportation (NCDOT) state transportation improvement program (TIP) as project U-5874, and;

**WHEREAS**, a Municipal Agreement between the City and NCDOT will provide up to \$9,150,000 in combined CMAQ and STPBG-DA funding to project U-5874, and;

**WHEREAS**, the Municipal Agreement specifies the allocation of funding between right-of-way and construction phases for project U-5874.

**NOW, THEREFORE, BE IT RESOLVED** that a Municipal Agreement with NCDOT for the City of Charlotte to receive \$9,150,000 for TIP project U-5874 is hereby formally adopted by the City Council of the City of Charlotte, and the City Manager and the City Clerk are hereby empowered to sign and execute the Municipal Agreement with NCDOT.

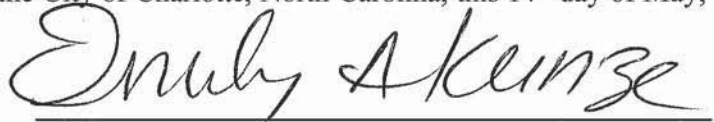
May 14, 2018

Resolution Book 48, Page 724

**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 14<sup>th</sup> day of May, 2018, the reference having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s) 723-724.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC



May 14, 2018

Resolution Book 48, Page 725

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE  
CITY OF CHARLOTTE, NORTH CAROLINA ON MAY 14, 2018**

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Councilmember Driggs for the adoption of the following Resolution, and upon being put  
to a vote was duly adopted:

WHEREAS, the Charlotte Regional Transportation Planning Organization (CRTPO) allocated State  
Transportation Improvement Program (STIP) funding for pedestrian and bicycle improvements on  
the Belk Greenway Connector, phase one (the "Project"),

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

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$1,716,000 in  
state funding to the Project,

WHEREAS, the Municipal Agreement specifies items eligible for funding such as design,  
environmental documentation, right of way acquisition, 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 \$1,716,000 for the pedestrian and bicycle  
improvements on the Belk Greenway Connector, phase one, 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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*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

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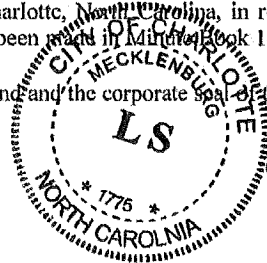
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*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

NORTH CAROLINA  
MECKLENBURG COUNTY

**LOCALLY ADMINISTERED PROJECT - FEDERAL**

DATE: 3/13/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

CITY OF CHARLOTTE

TIP #: EB-5929

WBS Elements: PE 47694.1.1

ROW 47694.2.1

CON 47694.3.1

**OTHER FUNDING:**

FEDERAL-AID NUMBER: STBGDA-1003(161)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,716,000

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 STBGDA funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Belk Greenway Connector Phase I, 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 \$1,716,000 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 Phase I of the Belk Greenway Connector, which will start at Baxter Street and go to S. Davidson Street.

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

- Design

- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- 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 federal funds, the Department shall reimburse (70%) of eligible expenses incurred by the Municipality up to a maximum amount of One Million Seven Hundred Sixteen Thousand Dollars (\$1,716,000), 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**

<b>Fund Source</b>	<b>Federal Funds Amount</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
STBGDA	\$1,716,000	70%	\$735,429	30%
<b>Total Estimated Cost</b>			<b>\$2,451,429</b>	

**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 ten percent (10%) of the total estimated cost, or \$245,143, 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 five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. 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/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/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](http://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/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/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](http://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/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://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](http://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](http://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](http://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 Belk Greenway Connector Phase I, or as required by an executed encroachment agreement.

### **19. REIMBURSEMENT**

#### **SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- 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](http://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](http://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 \$1,716,000 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 STP-DA 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, 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.



May 14, 2018

Resolution Book 48, Page 725U

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: Emily A. Kinze BY: [Signature]  
TITLE: Deputy City Clerk TITLE: Asst City Manager

DATE: 06/18/2018

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 City Council of the City of Charlotte as attested to by the signature of Emily A. Kinze Clerk of the City Council on 06/18/18 (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

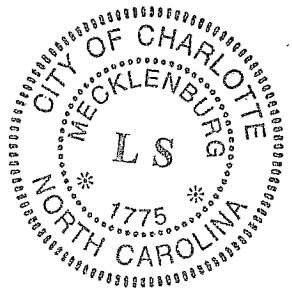
Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)



RESOLUTION AUTHORIZING THE LEASE OF A 4.5 ACRE PROPERTY  
LOCATED AT 932 SEIGLE AVENUE TO ENVISION CHARLOTTE

WHEREAS, the City of Charlotte owns an approximately 4.5-acre property with a warehouse on it, located at 932 Seigle Avenue in Charlotte, and formerly being the site of the City's light vehicle maintenance facility (the "Property"); and

WHEREAS, Envision Charlotte, a nonprofit corporation, desires to lease the Property to house its operations and activities related to the development, fabrication and marketing of new environmentally-sustainable products, and educating the public with respect thereto; and

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

WHEREAS, the proposed lease would be for a five year term, commencing on July 1, 2018, at a rental rate of \$1 per year; and

WHEREAS, in consideration of leasing the Property, Envision Charlotte has agreed to pay all utility expenses incurred at the Property, and to maintain and repair the interior, including HVAC equipment; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the city to enter into leases of up to 10 years upon resolution of the City Council adopted at a regular meeting after public notice has been given; and

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

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

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

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 14<sup>th</sup> day of May, 2018, the same having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s)



WITNESSE my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.

*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk, NCCMC

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between **THE CITY OF CHARLOTTE**, a North Carolina municipal corporation (“Lessor”), and **ENVISION CHARLOTTE**, a North Carolina nonprofit corporation (“Lessee”).

Lessor and Lessee agree for themselves, their successors and assigns, as follows:

1. **Basic Lease Provisions.** The following terms, whenever capitalized and used in this Lease Agreement (“Lease”), shall have the meanings set forth in this Paragraph 1.

(a) **Premises:** All of that property formerly known as the Lessor’s former Light Vehicle Maintenance Facility, at 932 Seigle Avenue, in Charlotte, North Carolina (tax parcel identification number 081-115-01), including all buildings and improvements, including a 36,600 square foot warehouse, along with outside parking spaces.

(b) **Lease Term:** Five (5) full Lease Years, beginning on the Commencement Date.

(c) **Commencement Date:** Lease shall commence on July 1, 2018 (“Commencement Date”) and shall terminate on June 30, 2023 (“Termination Date”), unless otherwise terminated sooner according to the terms of Paragraphs 6 and 11 herein.

(d) **Rent:** Lessee shall pay to Lessor as rent one dollar (\$1.00) for the period that begins on the date of delivery of the Premises through the following July 1, and one dollar (\$1.00) for each full one-year period thereafter, provided that Lessee may prepay such rent at any time.

(e) **Permitted Use:** The Premises may, during the Lease Term, be used and occupied by Lessee, its employees, partners, subtenants, licensees and invitees for Lessee-sponsored activities which further its goal of exploring and stimulating the creation of environmentally-sustainable and economically-friendly activities and products, as well as any ancillary or other legally permitted activities that Lessee determines to be necessary, desirable or beneficial in connection with the activities conducted within the Premises by Lessee, its partners, subtenants and/or licensees. By way of example only and not limitation, such uses may include, but are not limited to, fabrication, development and marketing of new products, presentation of educational and community-related information, administrative and auxiliary activities, short-term rental for public and private events, and any other uses, Lessee deems appropriate.

(f) **Grant Agreement:** Lessee's activities at the Premises shall be funded in part by a financial grant from Lessor and are therefore subject to and conditioned on the terms of the Grant

Agreement labeled "Exhibit A", attached hereto, which terms are incorporated herein and made a part of this Lease by reference.

(g) Lessor's Mailing Address: City of Charlotte  
Real Estate Division  
600 E. 4<sup>th</sup> Street, 14<sup>th</sup> Floor  
Charlotte, NC 28202  
Attention: Roberta R. Whitner, Portfolio Manager  
Office: (704) 336-3149  
[roberta.whitner@charlottenc.gov](mailto:roberta.whitner@charlottenc.gov)

(h) Lessee's Mailing Address: Envision Charlotte  
615 S College Street, 9<sup>th</sup> Floor  
Charlotte, NC 28202  
Attention: Amy Aussieker, Executive Director  
(704) 605-1805  
[AAussieker@EnvisionCharlotte.org](mailto:AAussieker@EnvisionCharlotte.org)

2. **Premises.** Lessor hereby leases to Lessee, and Lessee hereby accepts and rents from Lessor at the Rent, and upon the terms and conditions set forth in this Lease, the Premises described in Paragraph 1(a).

3. **Term.** The Lease Term shall begin on the Commencement Date and shall end at midnight on the last day of the Lease Term as described in Paragraph 1 (b).

4. **Delivery and Maintenance of the Premises.** Lessor shall deliver exclusive possession of the Premises to Lessee "as is" on the date of this Lease. After delivery of the Premises, Lessor shall maintain the roof and exterior structures and Lessee will, at its own expense, keep and maintain in good order and repair during the full Lease Term the entire Premises, including, but not limited to: interior improvements located thereon, heating and air conditioning systems (including but not limited to replacement of parts, compressors, air handling units, and heating units), landscaping, grounds, and paving.

Lessee shall not make any structural or exterior alterations to the building(s) on the Premises without Lessor's prior written approval of plans and specifications for such work, which approval shall not be unreasonably withheld or delayed and which approval shall be deemed given if not refused in writing within twenty (20) days after request. Lessee shall be permitted to conduct interior alterations to the Premises, including interior structural alterations without Lessor's prior written approval, provided however, notwithstanding the foregoing, Lessor's prior written approval shall be required for any interior alteration that materially affects utility services or building systems within the Premises and the cost for such alteration exceeds \$50,000. If Lessor consent is required for any such interior alterations, such approval shall not be unreasonably withheld or delayed and said approval shall be deemed given if not refused in

writing within twenty (20) days after request. Upon the termination of this Lease for any reason, all permanent alterations and improvements shall become part of the Premises and shall remain upon and be surrendered with the Premises. Any temporary improvements, trade fixtures, equipment, and personal property will remain the property of Lessee (or any subtenant, as applicable), and Lessor shall execute a waiver of interest in said property upon Lessee's request.

5. **Use of the Premises.**

(a) **Permitted Use.** The Premises may, during the Lease Term, be used and occupied only for the Permitted Use in Paragraph 1(e), and for no other purposes, without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not knowingly use, or suffer or permit to be used, the Premises or any part thereof in violation of any law or ordinance or any regulation of any governmental authority, or in any manner that will constitute a nuisance, or for any hazardous purpose.

(b) **Environmental.**

(i) During the Lease Term Lessee shall not, and shall not allow any other party, to bring upon, store, dispose of, or install any "Hazardous Materials" in or upon the Premises except in compliance with all applicable laws. As used in this Paragraph 5, the terms "Hazardous Materials" shall mean any explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation: (i) any substances defined as or included within the definition of "hazardous wastes", "hazardous substances", "Hazardous materials", "toxic substances", "hazardous air pollutants", or "toxic pollutants", as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulations promulgated thereunder; (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. Section 761.3); or (iii) any "asbestos" (as defined in 40 C.F.R. Section 763.63).

(ii) Lessor represents and warrants that there are no Hazardous Materials located in, on or under the Premises except in compliance with all applicable laws. To the fullest extent permitted by law, Lessor shall protect, defend, indemnify and hold Lessee harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any violation of applicable environmental laws with respect to the Premises: (a) existing prior to the Term, including but not limited to any violation that is discovered in connection with any alterations, renovations or retrofitting of the Premises, or (b) which is caused by the acts of Lessor or Lessor's employees, agents or contractors. The provisions of this Paragraph 5 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

6. **Termination.** Notwithstanding anything herein to the contrary, Lessor may, at its election, terminate this Lease at any time upon ninety (90) days written notice to the Lessee. Upon termination of the Lease by Lessor, Lessee must remove any and all equipment related to the Permitted Use and leave the Premises in the condition required pursuant to Paragraph 9 below.

Notwithstanding anything to the contrary, Lessee may, at its election, terminate this Lease at any time upon ninety (90) days written notice to the Lessor. Upon such termination, and provided that Lessee is not default under the terms of this Lease, Lessee shall have no further liability or obligation to Lessor.

7. **Utilities.** Lessee shall be responsible for all utility charges.

8. **Release of Lessor and Liability Insurance.**

(a) **Release.** LESSOR DOES NOT INSURE LESSEE'S PROPERTY AGAINST LOSS. Lessee shall, at its sole cost and expense, keep all of its personal property located or stored upon the Premises insured, and shall occupy the Premises at its own risk. Such insurance shall be in an amount equal to the replacement value of the property so insured and shall be placed with a company selected by Lessee; provided however, Lessee may elect not to maintain such insurance if Lessee determines, in its reasonable business judgment, that the value of such personal property does not warrant such insurance.

Lessor and its agents, employees, and contractors shall not be liable for, and Lessee hereby releases, all claims for bodily injury, death, or property damage sustained by Lessee, or any person claiming through Lessee, and resulting from any fire accident, occurrence, or condition in or upon the Premises. In particular, Lessor shall not be responsible or liable for: (i) any loss or damage to Lessee's equipment, fixtures, or other personal property, or to Lessee's business; (ii) any injury, loss, or damage to any person or to any property of Lessee caused by or resulting from bursting, breakage, or leakage, steam or snow or ice, running, backing up, seepage, or the overflow of water or sewage in any part of the Premises; or (iii) any injury or damage caused by or resulting from acts of God or the elements.

(b) **Liability Insurance.** Throughout the Lease Term, the Lessee and any of its subcontractors will comply with the insurance requirements described in this section. In the event that the Lessee fails to maintain the required insurance, the Lessor shall be entitled to terminate or suspend the Lease immediately.

The Lessee agrees to purchase and maintain the following insurance coverage during the Lease Term:

(i) **Automobile Liability.** Lessee shall require that each and every privately owned or

hired vehicle used in connection with the Permitted Use hereunder is insured by its owner for property damage and bodily injury liability.

(ii) Commercial General Liability. Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

The Lessee's insurance required by this Paragraph shall: (i) name Lessor as an additional named insured to the Commercial General Liability policy; (ii) to the extent commercially available, contain an endorsement requiring thirty (30) days' written notice from the insurance company to all named insureds prior to the cancellation of the policy, or any material change in coverage, scope, or amount of the policy; and (iii) contain an endorsement providing that no act or omission of any named insured shall invalidate the interest of any other named insured, or constitute a defense against the claims of such named insured.

(c) Property Insurance. Unless otherwise provided, the Lessee shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Premises is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial City Contribution, plus the value of subsequent improvements made and cost of materials supplied or installed by others, comprising total value for the entire renovation project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, until final payment has been made for the renovations or until no person or entity other than Lessor has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Lessor, the Lessee, and the Contractor, Subcontractors and Sub-subcontractors in the Project.

9. Surrender of Premises. Upon termination of this Lease, Lessee shall surrender to Lessor the Premises, including, without limitation, all buildings, apparatus, and fixtures (except signs, unattached movable furniture, furnishings, personal property, and equipment and machinery installed by Lessee, its partners, subtenants or licensees) then upon the Premises, and the Premises property shall be surrendered to Lessor by Lessee without injury, damage, or disturbance thereto or payment therefor, reasonable wear and tear and insured casualty excepted. Notwithstanding the foregoing, the parties acknowledge that all improvements of any kind made to and installed upon the Premises by Lessee which are funded by the "City Contribution", as that term is defined in Exhibit A attached hereto, shall remain the property of Lessor and shall not be removed from the Premises. The property to be surrendered to Lessor shall include all components of the heating, air conditioning, plumbing and electrical systems, lighting fixtures and fluorescent tubes and bulbs, conveyors, and partitions (whether removable or otherwise). Lessee shall promptly repair any damage to the Premises resulting from the installation or removal of any of the foregoing items, and Lessee's responsibility for repair as described herein shall survive the termination of this Lease.



10. **Indemnification.** Lessee shall protect, indemnify, and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses, including without limitation reasonable attorney's fees and expenses, by reason of (a) Lessee's occupancy of the Premises or any interest therein or receipt of any Rent or other sum therefrom, (b) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining sidewalks, curbs, vaults, and vault space, if any, streets or ways, unless caused by the negligence or willful misconduct of Lessor, its employees, agents, contractors or invitees (the "Lessor Parties"), (c) any use, non-use, or condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults, and vault space, if any, streets or ways, (d) any failure on the part of the Lessee to perform or comply with any of the terms of this Lease, or (e) performance by persons other than Lessor, its agents, or employees of any labor or services or the furnishing of any materials or other property in respect to the Premises or any part thereof. In case any action, suit, or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request, will at Lessee's expense, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended by counsel designated by Lessee. Such obligation of Lessee under this section which shall have accrued at the time of termination of this Lease shall survive any such termination. This Paragraph 10 shall not impose on Lessee any liability, expense, or obligation with respect to any matter arising prior to Lessee's possession of the Premises pursuant to this Lease and arising from or in connection with the Premises or any condition thereon or thereunder or claim in connection therewith, and, to the fullest extent permitted by law, Lessor shall indemnify, defend, and hold Lessee harmless from and against any and all such matters as, if and when the same may arise.

11. **Default.**

(a) Each of the following shall constitute an event of default by Lessee under this Lease:

(i) Lessee fails to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, and fails to cure such default within one hundred twenty (120) days after written notice from Lessor; provided, however, that if the default is of a nature that it cannot be cured within the one hundred twenty (120) day period, then Lessee shall not be in default hereunder if it commences good faith efforts to cure such default within the one hundred twenty (120) day period and continues to pursue such cure in a diligent manner.

(b) Upon the occurrence of an event of default by Lessee under this Lease, and the failure to cure same as hereinabove provided, Lessor shall have all rights and remedies allowed at law, in equity, and by statute, including, but not limited to, the right of summary ejection and otherwise, and in addition, without notice or demand, Lessor may at its election:

(i) Terminate this Lease;

(ii) With or without terminating this Lease, terminate Lessee's right to possession of the Premises, and re-enter and re-let the Premises. No re-entry or re-letting of the Premises shall be construed as an election by Lessor to terminate this Lease unless a written notice of such intention is given by Lessor to Lessee; and notwithstanding any such re-letting without terminating this Lease, Lessor may at any time thereafter elect to terminate this Lease in the event that Lessee remains in default hereunder. In the event of any re-entry, Lessor may remove all persons from the Premises and all property located in or about the Premises. At Lessor's option, it may either place such property in a public warehouse at the cost and risk of Lessee, or sell such property in whole or in part in the manner and after giving the notices required by the laws of the State of North Carolina to the highest bidder for cash, with or without such property being present at the sale; and

(iii) Recover from Lessee such damages as are caused by Lessee's default, including all costs of recovering and re-letting the Premises, and Lessee shall remain liable to Lessor for the total amount of Rent and all other charges as would have been payable by Lessee hereunder for the remainder of the term. Termination of Lessee's right to possession shall not relieve Lessee of its liability hereunder and the obligations created hereby shall survive any such termination. Lessor shall use commercially reasonable efforts to mitigate Lessee's damages;

(iv) Lessee shall be liable to Lessor for all reasonable court costs and attorneys' fees Lessor shall incur in repossessing or re-letting the Premises or collecting sums due to Lessor under this Paragraph 11. Lessee shall have no recourse against Lessor should Lessor exercise said rights in accordance with this Paragraph.

12. **Lessor's Entry.** After giving not less than twenty-four (24) hours' advance notice to Lessee (except in cases of emergencies), Lessor shall have the right to enter the Premises at all reasonable times. Lessor shall take reasonable precautions during any entry to minimize interference with the Permitted Use and to avoid causing property damage to the Premises or bodily injury (including death) to any natural persons.

13. **Liability Cap.** Notwithstanding anything in this Lease to the contrary, Lessee's total financial responsibility in connection with this Lease shall in no event exceed the total of; (i) the remaining unspent or uncommitted funds Lessee received from Lessor under the Grant Agreement or otherwise, and (ii) any rentals actually received from subtenants or licensees. Notwithstanding the foregoing, this Section 13 shall not apply with respect to insurance proceeds arising out of any matter for which Lessee maintains insurance as required under the terms of this Lease.

14. **Assignment and Subletting.** Lessee shall be permitted at all times during the Term to sublease, license or otherwise contract to permit one or more parties the use and/or occupancy of

all or any portion of the Premises without the prior written consent of Lessor, provided that any and all such agreements shall be for a Permitted Use. Notwithstanding the foregoing, no sublease shall relieve Lessee, wholly or partially, from the obligations of Lessee to Lessor under this Lease. Lessee shall also be permitted to assign this Lease, in whole or part, to an Affiliate of Lessee, provided that the Affiliate of Lessee is a not-for-profit organization. As used herein, an "Affiliate of Lessee" shall be any entity or organization that is controlled by or under common control with Lessee.

15. **Notices.** All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by prepaid registered or certified mail, return receipt requested, addressed to Lessor or Lessee at the address set out in Paragraph 1. Either party may, from time to time, by ten (10) days' prior written notice given as provided above, designate a different address to which notices to it shall be sent.

16. **Severability.** If in the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

17. **Waiver.** Any consent or approval required hereunder and any waiver of a provision hereof shall be effective only if given in writing signed by a representative of the party to be charged, and then such waiver, consent, or approval shall be effective only in the specific instance and for the purpose given. Whenever under this Lease the approval or consent of a party is required, such approval shall not be unreasonably withheld or delayed.

18. **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina, and any action brought in connection herewith shall be brought in Mecklenburg County, North Carolina.

19. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the Lease Term with Lessor's acquiescence but without any written agreement of the parties, Lessee shall be only a Lessee at will, and there shall be no renewal of this Lease or exercise of an option by operation of law.

20. **Warranty.** Lessor warrants that it holds fee simple title to the Premises, that it has full right and authority to Lease the Premises upon the terms and conditions set forth in this Lease; and that Lessee shall peacefully and quietly hold and enjoy the Premises for the full Lease Term so long as it does not default in the performance of any of its obligations under this Lease.

21. **Grant Agreement.** Upon commencement of the Lease Term, the parties shall execute in recordable form the grant agreement attached hereto as Exhibit A.

22. **Nature and Extent of Agreement.** This Lease contains the complete agreement of the parties regarding the terms and conditions of the Lease of the Premises, and there are no oral or

written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated in this Lease. This Lease creates only the relationship of Lessor and Lessee between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions that are not expressly set forth in this Lease.

23. **Waiver of Jury Trial.** Lessor and Lessee each expressly waive any right to trial by jury of any claim, demand, or cause of action arising under this Lease or in any way related to the dealings of the parties with respect to the Premises.

24. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

25. **Recording.** This Lease may not be recorded, provided, however, Lessor and Lessee shall execute and record with the Mecklenburg County Register of Deeds a memorandum of this Lease, in the form attached hereto as Exhibit B (the "Memorandum").

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed, the day and year above written, for the uses and purposes hereinbefore set forth.

**LESSOR:**

**CITY OF CHARLOTTE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

**ENVISION CHARLOTTE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

EXHIBIT B

Document Prepared By and Mail to:  
Ronald S. Melamed, Esq.  
Moore & Van Allen, PLLC  
100 N. Tryon Street, Suite 4700  
Charlotte, NC 28202 (ROD Box 74)

**MEMORANDUM OF LEASE**

**THE CITY OF CHARLOTTE**, a North Carolina municipal corporation (“**Lessor**”), having a mailing address of 600 East 4th Street Charlotte, NC 28202, has leased to **ENVISION CHARLOTTE**, a North Carolina nonprofit corporation (“**Lessee**”), having a mailing address of 615 S College Street, 9<sup>th</sup> Floor, Charlotte, NC 28202 for a term of five (5) years beginning on July 1, 2018 (“**Commencement Date**”) and ending on June 30, 2023 (the “**Lease**”) the following described property:

The Premises (as defined in the Lease) constituting of that property formerly known as the City of Charlotte’s former Light Vehicle Maintenance Facility, located at 932 Seigle Avenue, in Charlotte, North Carolina (tax parcel identification number 081-115-01), including all buildings and improvements located thereon, all as more specifically described on the **Exhibit A**, attached hereto and incorporated herein.

[Remainder of page intentionally left blank]

The provisions set forth in a written lease agreement between the parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018 are hereby incorporated in this memorandum.

**LESSOR:**

**CITY OF CHARLOTTE,**  
a North Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County and State of \_\_\_\_\_, do hereby certify that the following person personally appeared before me this day, acknowledging to me that (s)he voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated: \_\_\_\_\_

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(AFFIX SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



The provisions set forth in a written lease agreement between the parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018 are hereby incorporated in this memorandum.

**LESSEE:**

**ENVISION CHARLOTTE,**  
a North Carolina nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public, certify that \_\_\_\_\_ personally known to me ( ) or ( ) proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally came before me this day and acknowledged that he is the \_\_\_\_\_ of ENVISION CHARLOTTE, a North Carolina nonprofit corporation, and that (s)he, as \_\_\_\_\_, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(AFFIX SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**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.

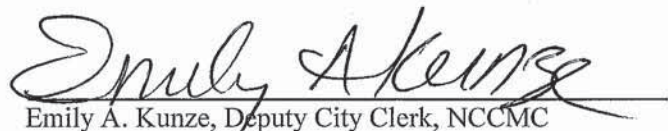
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 9th day of April 2018 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution 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 14<sup>th</sup> day of May, 2018, the reference having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s) 741-742.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC

**Taxpayers and Refunds Requested**

ALBION INTERNATIONAL CHARLOTTE	\$	6,347.78
ALBION INTERNATIONAL CHARLOTTE	\$	6,347.78
ALBION INTERNATIONAL CHARLOTTE	\$	6,808.25
ALBION INTERNATIONAL CHARLOTTE	\$	6,808.25
FILKOFF, MICHAEL C	\$	10.05
FUNG, FREDERRICK	\$	1,653.43
PARHAM, CHET N	\$	223.56
	\$	<u>28,199.10</u>

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

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **DESIGN MAINTENANCE SKY DRIVE 3921 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 **DESIGN MAINTENANCE SKY DRIVE 3921 PROJECT** and estimated to be **136 square feet (.003 acre) of storm drainage easement and 1,538 square feet (.035 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. 211-295-18, said property currently owned by **YORKTOWN FUNDING INC.; MECKLENBURG COUNTY TAX COLLECTOR**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

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

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

**CERTIFICATION**

I, 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 14<sup>th</sup> day of May, 2018, the reference having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s) 743.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC



May 14, 2018

Resolution Book 48, Page 744

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**; 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 **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS PROJECT** and estimated to be **1,039.57 square feet (.024 acre) of storm drainage easement; 569.36 square feet (.013 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. 075-021-50, said property currently owned by **PEDRO SALOMON BAMACA VELASQUEZ and spouse, if any; MECKLENBURG COUNTY TAX COLLECTOR**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

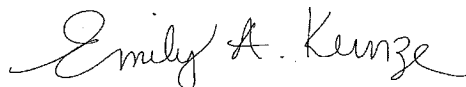
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

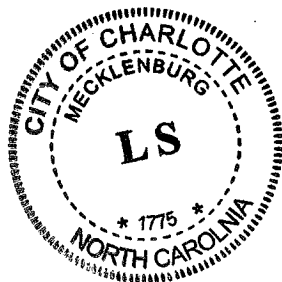
**CERTIFICATION**

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 14<sup>th</sup> day of May, 2018, the reference having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s) 744.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC



May 14, 2018

Resolution Book 48, Page 745

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 **WANAMASSA 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 **WANAMASSA DRAINAGE IMPROVEMENTS PROJECT** and estimated to be **526.14 square feet (.012 acre) of storm drainage easement and 1,709.43 square feet (.039 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. 045-442-12, said property currently owned by **WAYNE L. BRYANT, JR.; CHIMERE LABRA BRYANT; W. B. STARKEY MORTGAGE, LLP; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), Beneficiary; REGIONAL FINANCE CORPORATION OF NC, Possible Judgment Creditor**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

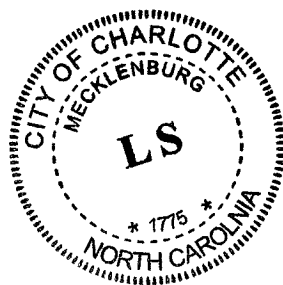
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

**CERTIFICATION**

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 14<sup>th</sup> day of May, 2018, the reference having been made in Minute Book 145 and recorded in full in Resolution Book 48, Page(s) 745.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14<sup>th</sup> day of May, 2018.



*Emily A. Kunze*

Emily A. Kunze, Deputy City Clerk, NCCMC