

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE
CITY OF CHARLOTTE, NORTH CAROLINA ON SEPTEMBER 24, 2018**

A motion was made by Councilmember Harlow and seconded by Councilmember Mayfield 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 Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for transportation improvements on the Oakdale/Sunset/Miranda Roundabout Project (the "Project"),

WHEREAS, the Project will be partially funded using North Carolina Department of Transportation Highway Safety Improvement Program (HSIP) funds,

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$588,562.50 in City 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

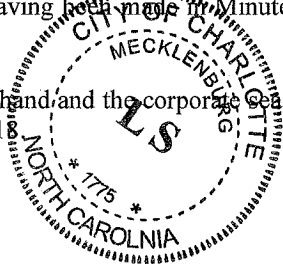
WHEREAS, the format and cost sharing philosophy is consistent with past municipal agreements.

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to provide \$588,562.50 for transportation improvements on the Oakdale/Sunset/Miranda Roundabout Project 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 24th of September, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 173-173F.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of September, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMG

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

MECKLENBURG COUNTY

DATE: 9/21/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5613L

AND

WBS Elements: PE 43735.1.16

ROW 43735.2.16

CITY OF CHARLOTTE

THIS MUNICIPAL 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, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project C-5613L, in Mecklenburg County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; 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 legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the realignment of (SR 2025) Miranda Road to tie into SR 2042 (Oakdale Road) at SR 2041 (Simpson Road) and construction of roundabouts at the intersections of SR 2025 (Miranda Road) and SR 2042 (Oakdale Road) and SR 2042 (Oakdale Road) and SR 2108 (Sunset Road)/SR 2040 (Lawing Road) in Charlotte.
2. This agreement addresses the Preliminary Engineering and Right of Way phases of the project. A Supplemental Agreement will be created at a future date for the construction phase to address responsibilities and funding.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

UTILITIES

5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all municipally-owned utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.
 - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.

- B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
- C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
- D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
- E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

CONSTRUCTION

- 6. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

- 7. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

COSTS AND FUNDING

8. The estimated cost for the PE Phase is \$503,750. The Department has received an allocation of CMAQ funds in the amount of \$336,000 to be used towards the PE phase of the project. The Municipality shall provide the non-federal match to the CMAQ funds in the amount of \$167,750. The Municipality shall submit a check for \$167,750 to the Department's Division Engineer upon partial execution of the Agreement by the Municipality. Upon completion of the PE phase, if actual costs are more than the available funding, the Department will invoice the Municipality for the non-federal match to the additional CMAQ funds. If the actual costs are less than the estimated costs, the remaining CMAQ funding will be de-obligated and the Department shall reimburse the Municipality any overpayment.
9. The estimated cost for the ROW Phase is \$1,261,687. The Department has received an allocation of CMAQ funds in the amount of \$841,125 to be used towards the ROW phase of the project. The Municipality shall provide the non-federal match to the CMAQ funds in the amount of \$420,562. Prior to the Department requesting authorization for the Right of Way phase, the Department shall request a check from the Municipality in the amount of \$420,562 to cover the non-federal match. Upon completion of the ROW phase, if actual costs are more than the available funding, the Department will invoice the Municipality for the non-federal match to the additional CMAQ funds. If the actual costs are less than the estimated costs, the remaining CMAQ funding will be de-obligated and the Department shall reimburse the Municipality any overpayment.
10. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, 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 Department or Agency.

12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
14. 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.
15. 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.
16. 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.
17. 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).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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: _____ 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 the City of Charlotte as attested to by the signature of Clerk of said governing body on _____(Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number
TAX #521333483

Remittance Address:
City of Charlotte
Attn: Mr. Russ Carpenter
600 East Fourth Street
Charlotte, NC 28202-2858

DEPARTMENT OF TRANSPORTATION
BY: _____
(CHIEF ENGINEER)
DATE: _____

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

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Electronic Auction

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

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

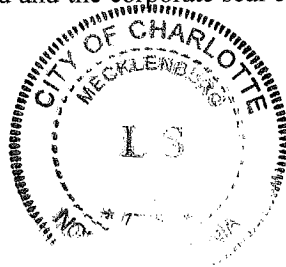
Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by electronic auction beginning on or near October 22, 2018 at 8am and ending November 19, 2018 at 4pm the surplus property described in (Exhibit A), at the City's Aviation facility, 4401 Yorkmont Road, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(c). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(c).

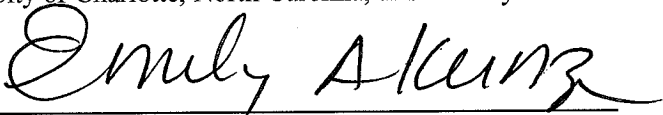
Adopted on this 24th day of September, 2018

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 24th of September, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 174-175.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of September, 2018.




Emily A. Kunze, Deputy City Clerk, NCCMC

Item Description	Munis asset #
bag opener (outside dock area)	21903
steel belt conveyor (outside dock area)	22112
conveyor system	21902
baler 1 (newspaper)	21904
baler 1 cooling unit	21995
baler 2 (office mix)	21905
baler 2 cooling unit	21976
baler 3 (aluminum)	22032
baler 3 cooling unit	21977
baler 4 (PET #1)	22033
baler 4 cooling unit	21978
baler 5 (plastic mix)	22034
baler 5 cooling unit	
baler 6 (plastic film baler)	
steel belt conveyor	22112
flow through vermicomposting system (worm bed with worms - double length)	21907
flow through vermicomposting system (worm bed with worms)	21908
flow through vermicomposting system (worm bed with worms)	21909
flow through vermicomposting system (worm bed with worms)	21910
flow through vermicomposting system (worm bed with worms)	21911
in-vessel composting system	21912
back up conveyor belt (located outside on ground)	

note: no cooling unit for baler 6

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.

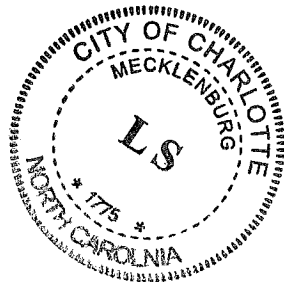
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 24th day of September 2018 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this 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 24th of September, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 176-177.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of September, 2018.


Emily A. Kunze, Deputy City Clerk, NCCMC



Taxpayers and Refunds Requested

CATERPILLAR FINANCIAL SERVICES CORP	\$	5,995.49
CLARK, HERBERT W (2013)	\$	36.56
CLARK, HERBERT W (2014)	\$	36.56
CLARK, HERBERT W (2015)	\$	37.34
CLARK, HERBERT W (2016)	\$	37.34
CLARK, HERBERT W (2017)	\$	37.34
LAW OFFICES OF THEODORE A MALONEY PLLC THE	\$	65.82
NAPA AUTO PARTS	\$	1,936.49
PUCCI, SYLVIA	\$	274.40
STARFAITH MINISTRIES .	\$	46.06
TECH STRUCTURES LLC/ EKOS BREWMASTER	\$	35.49
TRAPP, EDWARD	\$	234.09
	\$	<u>8,772.98</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 **CREEKRIDGE ROAD STREAM BANK REPAIR 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 **CREEKRIDGE ROAD STREAM BANK REPAIR PROJECT** and estimated to be **3,748 square feet (.086 acre) of sanitary sewer easement and 180 square feet (.004 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. 191-071-53, said property currently owned **HVM/CREEKWOOD LIMITED PARTNERSHIP; MECKLENBURG COUNTY TAX COLLECTOR**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

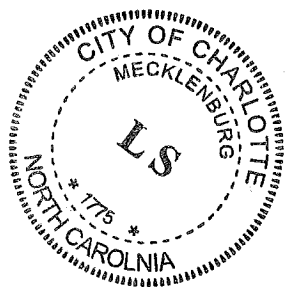
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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 24th of September, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 178.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of September, 2018.



Emily A. Kunze

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 **UPPER TAGGART CREEK OUTFALL 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 **UPPER TAGGART CREEK OUTFALL PROJECT** and estimated to be **2,502 square feet (.057 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. 115-104-01, said property currently owned by **TRANSWORLD ENTERPRISES; MECKLENBURG COUNTY TAX COLLECTOR**, 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 24th of September, 2018, the reference having been made in Minute Book 146 and recorded in full in Resolution Book 49, Page(s) 179.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of September, 2018.



Emily A. Kunze, Deputy City Clerk, NCCMC

