

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA ON JANUARY 27, 2020.**

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 Federal Government requires that all bridge structures 20 feet or greater that carry vehicular traffic on public roads be inspected every two years; and,

WHEREAS, The NCDOT will share the cost (80%) of inspecting qualifying bridges; and,

WHEREAS, The City's portion (20%) is estimated to be \$128,566.87 and is included in the budget; and,

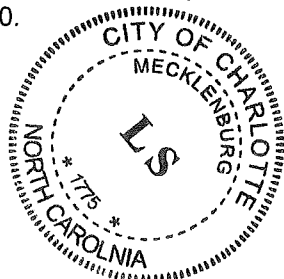
WHEREAS, City Council is asked to approve a Municipal Agreement between the City and NCDOT related to the inspection of City maintained bridges.

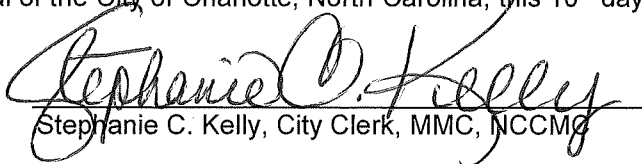
NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the City Manager to execute a municipal agreement with the NCDOT to share the cost (80%) of inspecting qualifying bridges on public roads every two years, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 402-402 I.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMG

**Mecklenburg** County

**North Carolina Department of Transportation  
and the City/Town of **Charlotte****

**Municipal Agreement  
Inspection of Bridges on the Municipal Street System  
F.A. Project BRZ-NBIS (21)**

THIS AGREEMENT is made and entered into on the last date executed below, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department, and the City/Town of **Charlotte**, a municipal corporation, hereinafter referred to as the Municipality;

**W I T N E S S E T H**

WHEREAS, the National Bridge Inspection Standards requires that all structures defined as bridges located on public roads must be inspected on a cycle not to exceed twenty-four (24) months in accordance with the National Bridge Inspection Standards (NBIS); and

WHEREAS, the Municipality proposes to inspect and analyze all public bridges located on its Municipal Street System in compliance with the National Bridge Inspection Standards; and

WHEREAS, the Department and the Municipality are authorized to enter into an agreement for such work under the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the Municipality has approved the herein above referenced inspections and analysis, and the Municipality has agreed to participate in certain costs thereof in the manner and to the extent as hereinafter set out.

NOW, THEREFORE, the Department and the Municipality agree as follows:

**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.

**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, as stated in this Agreement and in the Department's published guidelines and procedures.

**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.

1. The Municipality shall utilize a Consulting Engineering firm to inspect, load rate and prepare the necessary inspection reports.

2. If the Municipality elects to procure architectural and engineering services and if the Department is participating in these costs, the Municipality must adhere to Title 49 Code of Federal Regulations, Part 18.36, Title 23 of the Code of Federal Regulations, Part 172, Title 40 United States Code, Chapter 11, Section 1101-1104, and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legregs/legislat.html](http://www.fhwa.dot.gov/legregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp), as effective on the date of execution of this Agreement..
  - (A) The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, using a written procedure that has been approved by the Departments State Structures Management Unit.
  - (B) Prior to entering into a Third Party consultant agreement, The Municipality must submit said agreement to the Department for review and approval.
3. The Municipality shall not execute the contract between the Consultant and the Municipality until authorized by the State Structures Engineer.
4. The Municipality's Consultant shall inspect all bridges. If necessary, load rate and compute the rating for standard AASHTO (American Association of State Highway and Transportation Officials) "H" and "HS" vehicles at operating and at inventory stress levels; and compute the maximum allowable gross weight that can be permitted on the bridge at operating and inventory stress levels for the 16 vehicles designated "SNSH", "SNGARBS2", "SNAGRIS2", "SNCOTTS3", "SNAGGRS4", "SNS5A", "SNS6A", "SNS7B", "TNAGRIT3", "TNT4A", "TNAGRIT4", "TNAGT5A", "TNAGT5B", "TNT6A", "TNT7A", and "TNT7B" in the NCDOT Bridge Inspection Manual.
5. The Municipality shall post reduced weight limits if required in compliance with NBIS.
6. The Municipality's Consultant shall prepare and submit a report on each bridge using The Departments State Structures Management Unit's WIGINS system. The report shall contain the following:
  - (A) Information on the following, in the format approved by the Department:
    - i. Description of the existing bridge,
    - ii. A completed Standard Structure Inventory and Appraisal sheet (SI&A), and
    - iii. A coded computer input sheet reflecting the data on the SI&A sheet,;
  - (B) A narrative description of the physical condition of each component of the structure;
  - (C) A summary of findings;
  - (D) Photographs of the bridge from both approach directions, from each side, from the structure facing upstream and downstream and any other photographs necessary to show attached utilities, unusual construction, deterioration or damage;
  - (E) Load rating computations or sufficient computer input and output data to check analysis and load rating;
  - (F) Test reports if applicable; and
  - (G) A cross section of the stream and banks on each side of the bridge at stream crossings.
7. All work shall be done in compliance with the following documents:

- (A) National Bridge Inspection Standards (23 CFR § 650 et seq.)
  - (B) AASHTO Manual for Bridge Evaluation (Current Edition) including all interim revisions.
  - (C) Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges - December, 1995
8. All work shall be completed in a timely manner and submitted to the State Structures Engineer – Structures Management Unit.
9. During the inspection process, repair needs requiring priority attention may be sent to the municipal contact person on a Priority Maintenance Notice form from the consultant. The municipality may also receive a notice of a missing, damaged or incorrect regulatory sign with a Regulatory Sign Notice from the consultant. It is required that the Municipality resolve “Priority Maintenance Notices” and / or “Regulatory Sign Notices” within thirty (30) days of issuance. Priority Maintenance designated “Critical Finding” must be resolved within seven (7) work days of issuance.
10. The Department shall approve all personnel assigned to the bridge inspection and load rating work by the Consultant.
11. The Municipality and its Consultant shall comply with Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq. and 49 CFR § 21, et seq.). 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.
12. During the performance of the work covered in this Agreement, the Municipality and its Consultant shall comply with the “SPIG Disadvantaged Business Enterprises” as set forth and is incorporated herein and made a part of this agreement.
13. The Department shall reimburse the Municipality to the extent of eighty (80) percent of the approved allowable project costs incurred by the Municipality under this agreement. Said reimbursement shall be subject to the policies and procedures contained in Federal-Aid Policy Guide Part 140, Subpart G which is being incorporated into this agreement by reference and Federal-Aid Policy Guide Part 172. Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration which is to participate in the costs of the project to the extent of eighty (80) percent of allowable project costs subject to compliance with all applicable federal policy and procedural rules and regulations. Said reimbursement shall be made as follows:
- (A) The Municipality shall submit to the Department's Assistant State Structures Engineer – Inspections the signed approved agreement with the third party consultant and RS-2 sub-consultant form.
  - (B) The Municipality may bill the Department on a monthly basis for reimbursable project costs by submitting an invoice accompanied by a breakdown of costs. Proper supporting documentation shall accompany each invoice as may be required by the Department's Assistant State Structures Engineer – Inspections and Fiscal Branch.
  - (C) 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>

- (D) A final itemized invoice listing all reimbursable project costs shall be submitted to the Assistant State Structures Engineer – Inspections upon completion of the project. Said invoice shall be accompanied by a breakdown of all cost.
  - (E) Reimbursement to the Municipality for all invoices submitted shall be made upon approval of each invoice by the Assistant State Structures Engineer – Inspections and the Fiscal Branch of the Department.
  - (F) All invoices must be submitted within one (1) year of completion and acceptance of the project by the Department.
  - (G) Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to withdraw participation on any or all of the items of work involved.
  - (H) Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
  - (I) The Municipality agrees that it shall bear all costs of any item for which it is unable to substantiate actual costs.
  - (J) It is anticipated that the cost to the municipality will be approximately **\$719** per structure. The actual cost is based on the work being performed therefore, the final invoice amount will not be known until the work is complete.
14. The above payment shall constitute full compensation for furnishing all labor and equipment necessary to complete the bridge inspection and analysis work including but not limited to furnishing means of access to the work such as rigging, scaffolding, diving equipment and personnel, small tools, and all other personnel and equipment necessary to complete the work.
15. The Municipality shall adhere to applicable administrative requirements of 49 CFR 18 ([www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm)) and Office of Management and Budget (OMB) Circulars A-102 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.” Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and by Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) “Cost Principles for State, Local, and Indian Tribal Governments.” Said reimbursement shall also 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.
16. The Department and the Municipality agree that each party hereto, will cooperate with the State, or Municipal auditor, or any of their duly authorized representatives, at any time during normal business hours; and further, that such auditor shall have access to, and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records, which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement, including any books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this agreement. Further, the Department and the Municipality shall make such materials available at its office at

all reasonable times during the work period, and for five (5) years from the date of payment of the Final Voucher by the Federal Highway Administration under this agreement, for inspection and audit by the Municipal auditor, Department, the Federal Highway Administration, or any authorized representatives of the Federal Government.

17. Disadvantaged Business Enterprise (Race and Gender Neutral):

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 Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

[www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).

- 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.

18. This Agreement shall have an effective term of ten (10) years beginning upon execution by all parties and ending ten (10) years later on the same calendar date, subject to the following termination conditions:

- (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the City Manager and/or his designee.
- (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.

19. 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, 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).

20. Any written or electronic notice required by this Agreement shall be delivered to the Parties at the following addresses:

For City/Town of **Charlotte** :

City/Town Manager

City/Town of **Charlotte**

\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

**Bridge Inspection Program Manager**  
**CDOT - Implementation**  
**600 E. 4<sup>th</sup> Street**  
**Charlotte, NC 28202**

For NCDOT:

Asst. State Structures Engineer – Inspections, or  
Inspection Program Manager  
NCDOT – Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Notices shall be deemed delivered on the date sent if addressed as set forth herein. Either party shall notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between Asst. State Structures Engineer or Inspection Program Manager of the NCDOT and **Bridge Inspection Program Manager**, of the City/Town.

21. AMENDMENT:

If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Party. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Chief Engineer and the City of Raleigh Manager. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement. Any amendment to this Agreement to be effective must be in writing and signed by both Parties.

In addition to any other amendments required, at such time as a Consultant has been selected, the parties shall enter an amendment to this Agreement setting forth their respective financial commitment to the funding of the bridge inspections. This amendment shall be authorized and executed by the governing boards of the Parties, and pre-audited by the respective Finance Officers of each Party.

22. 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.
23. All Parties hereby respectively confirm that the individuals executing the Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. All Parties confirm they have read this Agreement, conferred with counsel, and fully understand its contents.
24. The parties herein have complied with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.
25. The Parties herein certify that, as of the date listed below, they are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the Parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

26. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

IT IS UNDERSTOOD AND AGREED that the approval of the work by the Department is subject to the conditions of this agreement, and that no reimbursement of costs 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 triplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: TOWN/CITY OF \_\_\_\_\_

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.”

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

\_\_\_\_\_

Remittance Address:

Town/City of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

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

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA ON FEBRUARY 10, 2020**

**WHEREAS**, The North Tryon Street Business Corridor Improvement project will construct a pair of one-way streets whereby North Tryon Street will continue carrying northbound traffic and southbound traffic will be rerouted to North Church Street, between approximately Keswick Avenue and Matheson Avenue; and

**WHEREAS**, North Tryon Street and North Church Street combined will make up the primary transportation route upon completion; and

**WHEREAS**, This portion of North Church Street will need to be designated at the primary route US 29/NC 49 and maintenance transferred to the North Carolina Department of Transportation (NCDOT); and

**WHEREAS**, based on the recommendation of city staff, Charlotte City Council finds that the transfer of North Church Street to NCDOT and the rerouting of US 29/NC 49 would serve the public interest of the citizens of Charlotte by enhancing connectivity through the Northend neighborhoods and provide pedestrian and cycle options.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Charlotte City Council approves the rerouting and supports the NCDOT amendment to the official US 29/NC 49 systems maps as appropriate.

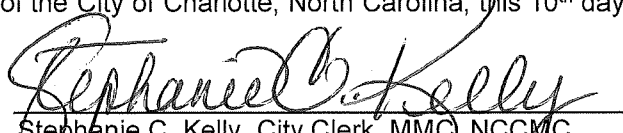
Approved this 10th day of February, 2020

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 403.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE  
ADOPTING AND APPROVING THE EXCHANGE OF LAND RIGHTS IN THE  
LYNX RAIL CORRIDOR WITH 2151 HAWKINS, LLC.**

WHEREAS, the City of Charlotte (the “City”) purchased the 130-foot-wide Charter Right-of-Way, formerly owned by the Norfolk Southern Railroad; and

WHEREAS, in 2005, the City, through the action of its Council, adopted the SouthEnd Transit Station Area Plan to guide the development along the buffer area of the Right-of-Way; and

WHEREAS, City Staff is working with 2151 Hawkins, LLC (the “Developer”) which has purchased property adjacent to the Right-of-Way having Tax I.D. number 12103112; and

WHEREAS, the buffer area in the Right-of-Way in which the Developer is interested lies outside of that portion of the Right-of-Way used for public transit; and

WHEREAS, in order to proceed with the development of the for mentioned property, the City agrees to exchange property rights for a full and fair compensation, as provided by the North Carolina General Statutes; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, as follows:

- A. The City shall receive from 2151 Hawkins, LLC (or its successors and assigns), the following, which is a full and fair compensation for the exchange of property rights:
  - 1. “Fee” title and rights to approx. 17,770 square feet of underlying fee simple interest that will remain in use as part of the rail corridor.
  - 2. Reconstruction of the Rail Trail across this property and the adjacent property, which includes decorative fencing, planting strips, irrigation and pedestrian lights to enhance rail corridor.
  - 3. Maintenance of certain improvements outlined in a license agreement.
- B. The City shall release its charter rights to approx. 14,090 square feet for use by the Developer and shall execute a license agreement, and other documents as needed, to the Developer in order to construct and maintain future improvements.

FURTHER RESOLVED, that the City Council for the City of Charlotte authorizes the City Manager (or his designee) to execute the necessary legal documents to complete the exchange of the land rights between the City and 2151 Hawkins, LLC, its successors and assigns.

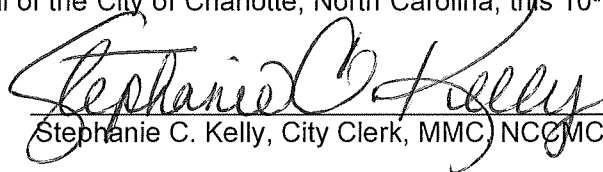
ADOPTED this 10th day of February, 2020.

February 12, 2020  
Resolution Book 50, Page 405

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 404-405.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.

  
Stephanie C. Kelly, City Clerk, MMC) NCCMC



RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY  
FROM THE  
JOHN G. BLACKMON REVOCABLE TRUST DATED APRIL 25, 2017

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WHEREAS, John G. ("Jerry") Blackmon was a long-time Charlotte resident whose civic-mindedness and generosity led him to serve his state, county and local community in many ways, including as a Senator and County Commissioner; and

WHEREAS, Jerry was especially touched by reports of the affordable housing crisis in Mecklenburg County and attentive to the City's efforts to meet that challenge, with the result that, before his death in June of 2019 he arranged for two vacant properties owned by him to be donated to the City of Charlotte after his death; and

WHEREAS, both of the properties are located next to the City's Arrowood Station on the light rail line's "South Corridor", one being 4.523 acres at 7204 South Boulevard and the other being 15.64 acres at 7600 England Street;

WHEREAS, §160A-240.1 provides that the City may acquire, by gift, grant, devise, exchange, purchase, lease or any other lawful method, the fee or any lesser interest in real or personal property for use by the City; and

WHEREAS, City Council desires to accept these donated properties as offered:

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that;

The City hereby accepts ownership of the real property offered by donation from the John G. Blackmon Revocable Trust dated April 25, 2017 and described herein;

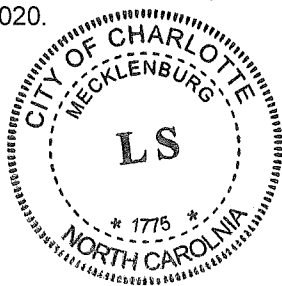
The City Manager, or his designee, is authorized to execute any and all instruments necessary to complete this transfer of real property.

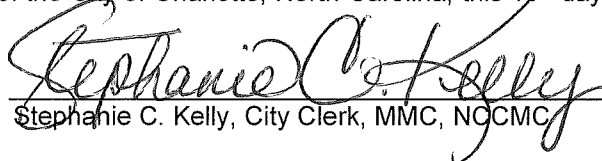
THIS THE 10<sup>th</sup> DAY OF FEBRUARY 2020.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 406.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE the Alleyway between Westwood Avenue and West Summit Avenue in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Lischerong Development Group has filed a petition to close the alleyway between Westwood Avenue and West Summit Avenue in the City of Charlotte; and

Whereas, the alleyway between Westwood Avenue and West Summit Avenue containing 1,823 square feet or 0.0418 acres as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of February 10, 2020, that it intends to close a portion of the alleyway between Westwood Avenue and West Summit Avenue and that said right-of-way (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00 p.m. on Monday, the 23rd day of March, 2020, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.


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

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 407.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

February 10, 2020  
Resolution Book 50, Page 408

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE an unopened portion of Bryant Street in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Mecklenburg County has filed a petition to close an unopened portion of Bryant Street in the City of Charlotte; and

Whereas, an unopened portion of Bryant Street containing 19,680 square feet or 0.451 acres as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

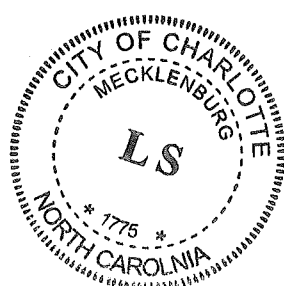
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of February 10, 2020, that it intends to close an unopened portion of Bryant Street and that said right-of-way (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00 on Monday, the 23<sup>rd</sup> day of March 2020, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

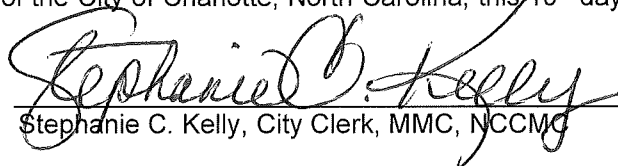
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 408.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

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

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **GIBBON ROAD SIDEWALK** 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 **GIBBON ROAD SIDEWALK** project estimated to be **696 sq. ft. (0.016 ac.) 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.045-135-01 said property currently owned by **RUPERT ALAN BALENTINE, NANCY REBECCA BALENTINE AND ROBERT HARRIS BALENTINE** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

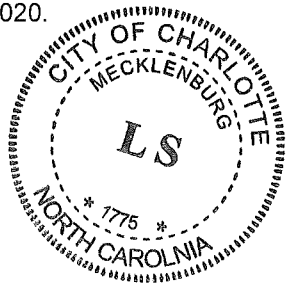
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 409.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC



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

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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 **GIBBON ROAD SIDEWALK** project estimated to be **20 sq. ft. (0.0005 ac.) Sidewalk Utility Easement, 360 sq. ft. (0.008 ac.) 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.043-251-03 said property currently owned by **EARL G. BROWN, JR.** and 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.

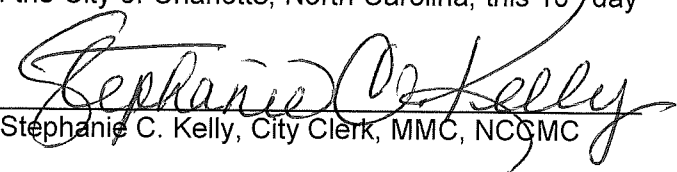
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CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10<sup>th</sup> day of February, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 410.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 10<sup>th</sup> day of February 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC