

RESOLUTION TO CLOSE AN ALLEYWAY BETWEEN WEST CARSON BOULEVARD AND WEST PALMER STREET (PARALLEL TO CHURCH STREET) IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close an alleyway between West Carson Boulevard and West Palmer Street (Parallel to Church Street) which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close an alleyway between West Carson Boulevard and West Palmer Street (Parallel to Church Street) to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, the public hearing was held on the 27th day of January 2020, and City Council determined that closing the alleyway between West Carson Boulevard and West Palmer Street (Parallel to Church Street) is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of January 27, 2020, that the Council hereby orders the closing of the alleyway between West Carson Boulevard and West Palmer Street in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

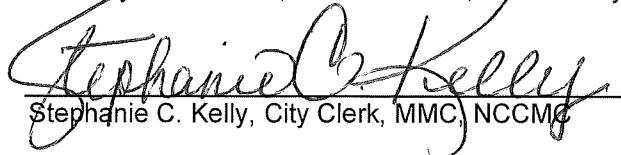
BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 352-356.

WITNESS my hand and the Corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

THIS IS TO CERTIFY THAT ON THE 13th DAY OF MAY, 2019, AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE 1600 (21 NCAC 56) AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

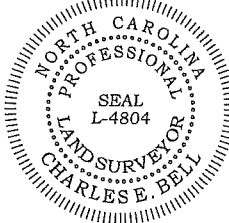
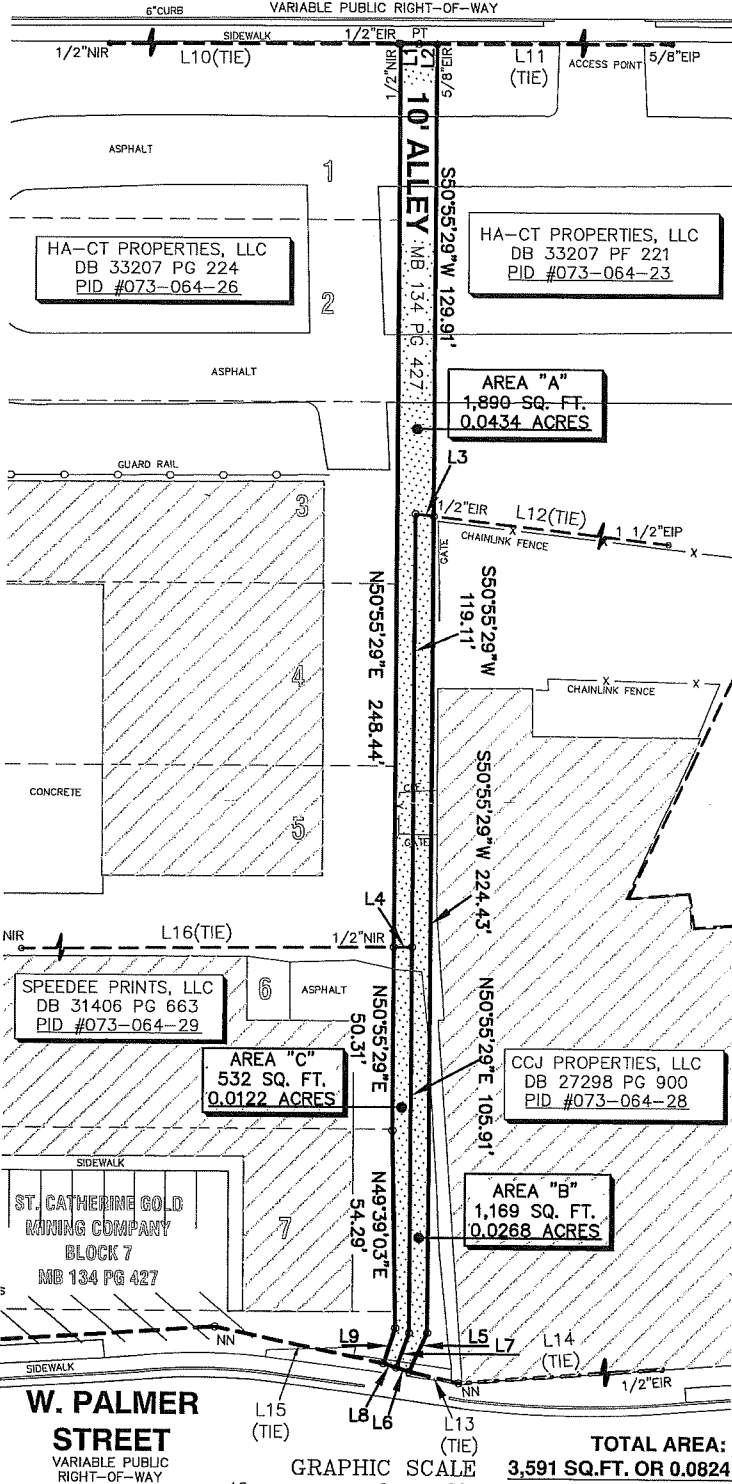
January 27, 2020, Resolution Book 50, Page 353

SIGNED

Charles E. Bell

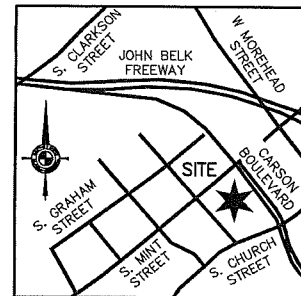
## W. CARSON BOULEVARD

VARIABLE PUBLIC RIGHT-OF-WAY



### NOTES:

1. THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS MONUMENTED AS SHOWN.
3. NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
4. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
5. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
6. SUBJECT PROPERTY ZONING: I-2 (GENERAL INDUSTRIAL)
7. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
8. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
9. PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.



LINE	BEARING	DISTANCE
L1	S39°14'46"E	5.00'
L2	S39°14'46"E	5.00'
L3	N32°22'02"W	5.03'
L4	N39°32'22"W	5.00'
L5	S75°24'26"W	11.78'
L6	N21°01'01"W	3.65'
L7	N70°12'22"E	10.16'
L8	N21°01'01"W	3.65'
L9	N68°13'44"E	10.20'
L10	N39°14'46"W	107.72'
L11	S39°14'46"E	178.88'
L12	S32°22'02"E	98.34'
L13	S26°21'48"E	13.94'
L14	S43°20'04"E	95.22'
L15	N27°01'34"W	47.22'
L16	N39°32'22"W	150.00'

TOTAL AREA:

3,591 SQ.FT. OR 0.0824 ACRES

### EXHIBIT A

#### 10' ALLEY TO BE ABANDONED SPECTRUM DEVELOPMENT COMPANY, LLC

1127 & 1115 S. MINT STREET  
308 W. CARSON BOULEVARD, 308 W. PALMER STREET  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, N.C.  
DEED REFERENCE: 9051- 859, 27298-900, 31406-683  
33207-221, 33207-224  
TAX PARCEL NO: 073-064-23, -26, -28, -29

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSE NO. C-1471  
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL (704) 376-2186

CREW: TR/TM DRAWN: TLM REVISED: SCALE: 1"=40' DATE: 7/18/19 JOB NO. 90316

EXHIBIT B-1  
Area "A"

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

**BEGINNING** at a new 1/2" an iron rod set on the southwesterly margin of W. Carson Boulevard (a variable width public right-of-way), said point being located at the eastern corner of the HA-CT Properties, LLC property as described in Deed Book 33207, Page 224 of the Mecklenburg County Public Registry, said point also being the northern most corner of a 10-foot alley as depicted on Map Book 134, Page 427 of said registry;

thence with the margin of W. Carson Boulevard, and the aforementioned 10-foot alley, S 39°14'46" E - 10.00 feet to an existing 5/8" iron rod found at the northern corner of the HA-CT Properties, LLC property as described in Deed Book 33207, Page 221 of said registry;

thence with the line of HA-CT Properties, LLC, and the southeastern margin of the 10-foot alley, S 50°55'29" W - 129.91 feet to an existing 1/2" iron rod found at the northern most corner of the CCJ Properties, LLC property as described in Deed Book 27298, Page 900 of said registry, said point also being located at an eastern corner of Area "B";

thence with Area "B" the following 2 courses and distances:

- 1) N 32°22'02" W - 5.03 feet to a point in the center of said 10-foot alley;
- 2) with the center of said 10-foot alley, S 50°55'29" W - 119.11 feet to a point at an eastern corner of Area "C"

thence with Area "C" N 39°32'22" W - 5.00 feet to a new 1/2" iron rod set at a southern corner of the aforementioned HA-CT Properties, LLC property, said point also being located in the northwesterly margin of the aforementioned 10-foot alley;

thence with the line of HA-CT Properties, LLC and the northwesterly margin of the 10-foot alley, N 50°55'29" E - 248.44 feet to the **POINT AND PLACE OF BEGINNING**, containing an area of 1,890 sq. ft. or 0.0434 acres, as shown on a survey by R. B. Pharr & Associates, P.A., dated July 18, 2019, Job No. 90316.

EXHIBIT B-2  
Area "B"

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

**BEGINNING** at an existing 1/2" iron rod found at the northern most corner of the CCJ Properties, LLC as described in Deed Book 27298, Page 900 of the Mecklenburg County Public Registry, said point also being located in the southeasterly margin of a 10-foot alley as depicted on Map Book 134, Page 427 of said registry;

thence with the line of CCJ Properties, LLC, and the southeasterly margin of the aforementioned 10-foot alley, the following two (2) bearings and distances:

- 1) S 50°55'29" W - 224.43 feet to a point;
- 2) S 75°24'26" W - 11.78 feet to a point in the northeasterly margin of W. Palmer Street (a variable width public right-of-way);

thence with the northeasterly margin of W. Palmer Street, N 21°01'01" W - 3.65 feet to a point in the center of the 10-foot alley, said point also being a western corner of Area "C";

thence with Area "C" and with the center of the 10-foot alley the following two (2) bearings and distances:

- 1) N 70°12'22" E - 10.16 feet to a point;
- 2) N 50°55'29" E - 105.91 feet to a point at a western corner of Area "A";

thence with Area "A" and continuing with the center of the 10-foot alley N 50°55'29" E - 119.11 feet to a point,

thence leaving the center of the 10-foot alley and continuing with Area "A" S 32°22'02" E - 5.03 feet to the **POINT AND PLACE OF BEGINNING**, containing an area of 1,169 sq. ft. or 0.0268 acres, as shown on a survey by R. B. Pharr & Associates, P.A., dated July 18, 2019, Job No. 90316.

EXHIBIT B-3  
Area "C"

Being all of that certain tract or parcel of land located in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

**BEGINNING** at a new nail set in the northeasterly margin of W. Palmer Street (a variable width public right-of-way), said point being located at the southern corner of the Speedee Prints, LLC property as described in Deed Book 31406, page 663 of the Mecklenburg County Public Registry, said point also being located at the western most corner of a 10-foot alley as depicted on Map Book 134, page 427 of said registry;

thence with the line of Speedee Prints, LLC and the northwesterly margin of the aforementioned 10-foot alley, the following two (2) bearings and distances:

- 1) N 68°13'44" E - 10.20 to a point,
- 2) N 49°39'03" E - 54.29 feet to a point;
- 3) N 50°55'29" E - 50.31 feet to a point located at a southern corner of the HA-CT Properties, LLC property as described in Deed Book 33207, Page 224, said point also being located at a western corner of Area "A";

thence with Area "A" S 39°32'22" E - 5.00 feet to a point in the center of said 10-foot alley, said point also being located on the northwest line of Area "B";

thence with Area "B" and with the center of the 10-foot alley, the following two (2) bearings and distances:

- 1) S 50°55'29" W - 105.91 feet to a point;
- 2) S 70°12'22" W - 10.16 feet to a point in the aforementioned W. Palmer Street;

thence with the northeasterly margin of W. Palmer Street, N 21°01'01" W - 3.65 feet to the **POINT AND PLACE OF BEGINNING**, containing an area of 532 sq. ft. or 0.0122 acres, as shown on a survey by R. B. Pharr & Associates, P.A., dated July 18, 2019, Job No. 90316.

January 27, 2020

Resolution Book 50, Page 357

Resolution

North Carolina Governor's Highway Safety Program  
**LOCAL GOVERNMENTAL RESOLUTION**

WHEREAS, the Charlotte-Mecklenburg Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City of Charlotte  
(The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City of Charlotte IN OPEN  
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Charlotte, NORTH CAROLINA,

THIS 27th DAY OF January, 2020, AS FOLLOWS:

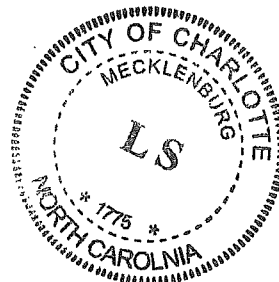
1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sergeant Gavin Jackson is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 198,940.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 596,819.00 as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Vi Lyles  
(Chairperson/Mayor)

ATTESTED BY Stephanie Kelly  
(Clerk)

DATE 1/30/2020

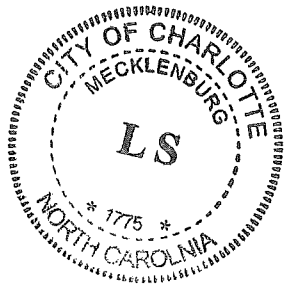
SEAL



**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 357-358.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.



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

**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 Eiselt 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 Bonus Allocation (BA) funding for transportation improvements on the Lakeview Road project (the "Project"),

WHEREAS, the Project will be fully funded using North Carolina Department of Transportation BA funds, beginning in federal fiscal year 2020,

WHEREAS, a Municipal Agreement between the City and the State will provide up to \$3,823,000 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

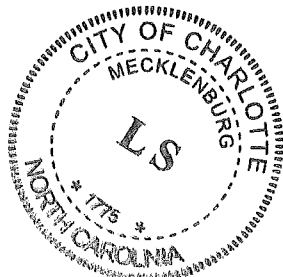
WHEREAS, the format and cost sharing philosophy is consistent with past municipal agreements.

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$3,823,000 for transportation improvements on the Lakeview Road 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, 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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 359-359 W.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.



*Stephanie C. Kelly*  
Stephanie C. Kelly, City Clerk, MMC, NCCMO



NORTH CAROLINA

**3<sup>rd</sup> SUPPLEMENTAL AGREEMENT  
FEDERAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 11/19/2019

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-5905

WBS ELEMENTS: PE 46450.1.1

TIP#: U-5905A

AND

ROW CON 46450.2.2, 46450.3.2

FEDERAL-AID #: 2112001

TIP#: U-5905B

CON 46450.3.3

CITY OF CHARLOTTE

FEDERAL-AID #: 2112002

CFDA #: 20.205

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, the Department and the Municipality on 10/24/2016, entered into a certain Project Agreement for the original scope: improvements along Lakeview Road (SR 2112) from Old Statesville Road (US 21) to Reames Road (SR 2110) for the purpose of increasing vehicular capacity at key intersections along the corridor to facilitate movement to the Lakeview direct connect interchange. Improvements are limited to those that can be constructed within the existing public right of way with minimal utility impacts, programmed under Project U-5905; and,

WHEREAS, subject to the availability of state funds, the Municipality has been designated as a recipient to receive up to \$9,000,000 in State Bonus Allocation funds for the Project; and,

WHEREAS, the Department and the Municipality on 4/12/2017 entered into a Supplemental Agreement to add ROW and Utility phases as eligible expenses for reimbursement; and,

WHEREAS, the Department and the Municipality on 7/1/2018, entered into a Supplemental Agreement for an additional \$2,000,000 in State Bonus Allocation funds; and,

WHEREAS, the Municipality has requested federal funding for the Project, which requires compliance with the National Environmental Policy Act (NEPA), the Uniform Act (for ROW) and construction contract requirements per 23 CFR 635; 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, 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, the agreement that follows incorporates information from the original and supplemental agreements, and should be considered the most current agreement on the project:

## **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 improvements along Lakeview Road (SR 2112) from Old Statesville Road (US 21) to Reames Road (SR 2110) for the purpose of increasing vehicular capacity at key intersections along the corridor to facilitate movement to the Lakeview Direct Connect Interchange.

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**

Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall reimburse 100% of eligible expenses incurred by the Municipality up to a maximum amount of \$10,044,250 in state Bonus Allocation (BA) funds. The Department shall also reimburse 80% of eligible expenses up to a maximum amount of \$3,823,000 in STBG-DA federal funds. The Municipality shall be responsible for all costs that exceed the total available funding of \$14,823,000.

#### **FUNDING TABLE**

<b>Fund Source</b>		<b>Funds</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
Bonus Allocation (PE/ROW/CON)	S	\$10,044,250	100%	N/A	
STBGDA (CON)	F	\$3,823,000	80%	\$955,750 (BA)	20%
<b>Total Available Funding</b>			<b>\$14,823,000</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 \$1,482,300, 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/qascripts/Statutes/Statutes.asp](http://www.ncleg.net/qascripts/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/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](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 the 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/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/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/legisregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legisregs/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**

Upon completion of the Project, only those improvements within the state-owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

### **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/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/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/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/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 \$14,823,000 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 the funds and obligations as approved by the Department under the terms of this Agreement.

#### **AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### **IMPROPER USE OF FUNDS**

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

#### **TERMINATION OF PROJECT**

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

#### **AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

#### **REIMBURSEMENT BY MUNICIPALITY**

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

#### **USE OF POWELL BILL FUNDS**

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

#### **ENTIRE AGREEMENT**

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

#### **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

#### **FACSIMILE SIGNATURES**

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

#### **GIFT BAN**

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

## **22. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

Except as hereinabove provided, the Agreement supersedes previous agreements executed by the Department and the Municipality on 10/24/2016, 4/12/2017 and 7/1/2018.

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: \_\_\_\_\_

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.

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

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)

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA ON JANUARY 27<sup>th</sup>, 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 City of Charlotte and Union County have entered into water sale, interconnection, emergency interconnection, and other agreements through the years which have provided for, among other things, the provision of water from the City of Charlotte to Union County at multiple points where the water infrastructure of the City of Charlotte and Union County are connected; and

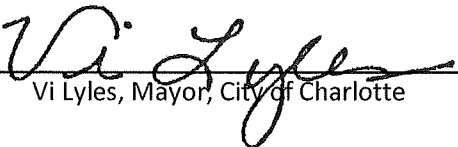
WHEREAS, such agreements include, without limitation, a water supply agreement between the City of Charlotte and Union County dated June 3, 1991 (the "1991 Agreement"); an agreement for the City of Charlotte to sell water during emergency conditions to Union County at various metered locations to be agreed upon dated April 12, 1996, as amended by an amendment dated June 7, 2002 (the "1996 Agreement"); and an agreement entitled "Contract-Agreement to Transfer Providence Hills Subdivision Water and Sewer Systems," dated November 11, 2002 (the "2002 Agreement") (all such agreements are collectively referenced as the "Agreements"); and

WHEREAS, the City of Charlotte and Union County now seek to modify the Agreements to provide that Union County shall pay the City of Charlotte for the provision of water under the Agreements at the City of Charlotte's Commercial or Non-Residential rate category, rather than the third tier rate of the City of Charlotte.

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

That the Modification to Agreements Related to the Sale of Water between the City of Charlotte and Union County is hereby approved and ratified and the Director of Charlotte Water and any successor so titled, or his designees, is authorized to execute same.

Adopted this the 27<sup>th</sup> day of January 2020 at Charlotte, North Carolina.

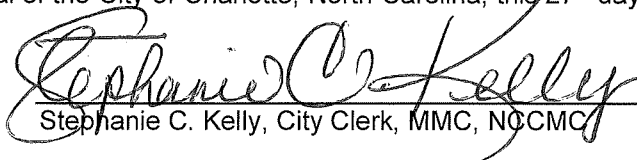
  
Vi Lyles, Mayor, City of Charlotte



**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 360-360B.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.

  
Stephanie C. Kelly, City Clerk, MMC, NCCMC



## **MODIFICATION TO AGREEMENTS RELATED TO THE SALE OF WATER**

**THIS MODIFICATION** to certain Agreements is made this \_\_\_\_ day of \_\_\_\_\_ 2019, between the City of Charlotte, a municipal corporation duly organized and existing under the laws of the State of North Carolina (hereinafter referred to as the “City”), and Union County, North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), and collectively referred to as the “Parties”.

### **RECITALS:**

WHEREAS, City (acting through its utility department - previously referred to as Charlotte-Mecklenburg Utility Department and now referred to as Charlotte Water) and County own and operate independently separate public water systems serving different retail and wholesale customers within their respective water service territories; and

WHEREAS, City and County have entered into water sale, interconnection, emergency interconnection, and other agreements through the years which have provided for, among other things, the provision of water from City to County at multiple points where the water infrastructure of City and County are connected; and

WHEREAS, such agreements include, without limitation, an agreement dated June 3, 1991 (the “1991 Agreement”); an agreement dated April 12, 1996, as amended by an amendment dated June 7, 2002 (the “1996 Agreement”); and an agreement entitled “Contract-Agreement to Transfer Providence Hills Subdivision Water and Sewer Systems,” dated November 11, 2002 (the “2002 Agreement”) (all such agreements are collectively referenced as the “Agreements”); and

WHEREAS, City and County now seek to modify the Agreements to provide that County shall pay City for the provision of water under the Agreements at City’s Commercial or Non-Residential rate category at the time of entry into this Modification (or any subsequent new rate category applicable to all local government wholesale purchasers), rather than any other rate for water specified in the Agreements.

### **WITNESSETH:**

FOR AND IN CONSIDERATION OF the terms, covenants and provisions set forth herein below, City and County hereby agree as follows.

1. Wherever it is set forth in the Agreements that County is to pay City for the provision of water, including, without limitation, Section 5 of the 1991 Agreement and Section 4 of the 2002 Agreement, that such payment shall now be at the rate equal to the prevailing “Commercial or Non-Residential” rate charged at the time of water delivery by City to County (or any subsequent new rate category applicable to all local government wholesale purchasers). City may revise the applicable water rate from time to time and County hereby waives notice of any adjustments. City shall make all adjustments to the rate applicable to County in accordance with the rules and regulations in effect at the time of the adjustment in a non-discriminatory fashion so that County is treated in substantially the same manner as all other similarly situated customers.

2. This Modification, along with the Agreements, constitute the entire agreement between the Parties. There are no terms on the subject matter of this Modification which are not set forth herein and in the Agreements. Except as modified herein, the terms and provisions of the Agreements shall remain in full force and effect. In the event of any conflict between this Modification and the Agreements, this Modification shall be controlling.

**IN WITNESS WHEREOF**, City and County, acting under the authority of their respective governing bodies, have caused this Modification to be duly executed in two (2) counterparts, each of which shall constitute an original.

(As to County)

**UNION COUNTY**

ATTEST:

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

\_\_\_\_\_  
Clerk to the Board

(As to City)

**CITY OF CHARLOTTE**

ATTEST:

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

\_\_\_\_\_  
City Clerk

(Affix Seal)

EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the "*City Council*") was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 6:30 p.m. on January 27, 2020:

Members Present: Lyles, Eiselt, Ajmera, Mitchell, Winston, Egleston, Graham, Watlington  
Johnson, Newton, Bokhari, Driggs

Members Absent: None

\* \* \* \* \*  
\* \* \*

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

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

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

Not to exceed \$35,000,000 of General Obligation Refunding Bonds, Series 2020A to pay the costs of refunding in advance of their maturities the City's General Obligation Refunding Bonds, Series 2009C maturing on and after June 1, 2021 (the "*Refunded 2009C Bonds*"); and

Not to exceed \$95,000,000 of Taxable General Obligation Refunding Bonds, Series 2020B to pay the costs of refunding in advance of their maturities the City's General Obligation Refunding Bonds, Series 2012A maturing on and after July 1, 2023 (the "*Refunded 2012A Bonds*") and together with the Refunded 2009C Bonds, the "*Refunded Bonds*").

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

***NOW, THEREFORE, BE IT RESOLVED*** that the City Council, meeting in open session on the 27th day of January, 2020, has made the following factual findings in regard to this matter:

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

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

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


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

E. ***Retirement of Debt.*** The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in Fiscal Year 2020, but issuance may be delayed until such time as the City determines that the market is more favorable for the issuance of the bonds.

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

G. ***Financing Team.*** The City Manager and the Chief Financial Officer, with advice from the City Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, (2) retain PNC Capital Markets LLC and J.P. Morgan Securities LLC, as underwriters for the proposed bonds, (3) retain DEC Associates, Inc., as financial advisor, (4) retain The Arbitrage Group, Inc., as verification agent, and (5) retain U.S. Bank National Association, as escrow agent. The City Manager and the Chief Financial Officer are authorized to retain and approve the services of other professionals that they deem necessary related to the issuance of the Bonds.

*PASSED, ADOPTED AND APPROVED* this 27th day of January, 2020.

  
Stephanie C. Kelly  
City Clerk, NCCMC, CMC  
City of Charlotte, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “*City Council*”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 6:30 p.m. on January 27, 2020:

Members Present: Lyles, Eiselt, Ajmera, Mitchell, Winston, Egleston, Graham, Watlington  
Johnson, Newton, Bokhari, Driggs

Members Absent: None

\* \* \* \* \*  
\* \* \*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$35,000,000 CITY OF CHARLOTTE, NORTH CAROLINA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A AND NOT TO EXCEED \$95,000,000 CITY OF CHARLOTTE, NORTH CAROLINA TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B**

*WHEREAS*, the Bond Orders (as defined below) have been adopted, and it is desirable to make provision for the issuance of the 2020 Bonds (as defined below) authorized by the Bond Orders;

*WHEREAS*, the City of Charlotte, North Carolina (the “*City*”) desires to issue its General Obligation Refunding Bonds, Series 2020A (the “*2020A Bonds*”) in an aggregate principal amount not to exceed \$35,000,000 and its Taxable General Obligation Refunding Bonds, Series 2020B (the “*2020B Bonds*”, and together with the 2020A Bonds the “*2020 Bonds*”) in an aggregate principal amount not to exceed \$95,000,000;

*WHEREAS*, the City requests that the Local Government Commission (the “*Commission*”) sell the 2020 Bonds through a negotiated sale to PNC Capital Markets LLC and J.P. Morgan Securities LLC (collectively, the “*Underwriters*”) in accordance with the terms and conditions set forth in a Bond Purchase Agreement (the “*Bond Purchase Agreement*”) among the City, the Commission and the Underwriters relating to the 2020 Bonds;

*WHEREAS*, copies of the forms of the following documents relating to the transactions described above have been filed with the City staff and are available to the City Council of the City (the “*City Council*”):

1. the Bond Purchase Agreement; and
2. a Preliminary Official Statement with respect to the 2020 Bonds (the "*Preliminary Official Statement*");
3. the Escrow Agreement between the City and U.S. Bank National Association with respect to the Refunded Bonds (as defined below);

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

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

"*Bond Orders*" means the 2020A Bond Order and the 2020B Bond Order.

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

"*Escrow Agent*" means U.S. Bank National Association, and its successors and assigns, appointed as such under the Escrow Agreement.

"*Escrow Agreement*" means the Escrow Agreement between the City and the Escrow Agent related to the Refunded Bonds.

"*Federal Securities*" means, to the extent permitted by Section 159-72 of the General Statutes of North Carolina, as amended, and any successor statute, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of a trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the 2020 Bonds are rated by Moody's, S&P, if the 2020 Bonds are rated by S&P and Fitch Ratings, if the 2020 Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under laws of the State of North Carolina for the defeasance of local government bonds.

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

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

*"Pricing Certificate"* means the certificate of the City's Chief Financial Officer, or her designee, delivered in connection with the issuance of the 2020 Bonds which establishes the final principal and maturity amounts, the payment dates, the provisions for redemption for the 2020 Bonds, the principal amount of the Refunded Bonds to be refunded, and other terms of the 2020 Bonds, in each case to make the terms of the 2020 Bonds otherwise set forth in this Resolution consistent with the actual pricing of the 2020 Bonds.

*"Refunded Bonds"* means the 2009C Bonds maturing on and after June 1, 2021 and the 2012A Bonds maturing on and after July 1, 2023 to be redeemed in accordance with the terms of the Escrow Agreement.

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

*"Tax Certificate"* means the Tax Certificate executed by the City related to the 2020A Bonds.

*"2009C Bonds"* means the City's \$86,795,000 General Obligation Refunding Bonds, Series 2009C.

*"2012A Bonds"* means the City's \$175,495,000 General Obligation Refunding Bonds, Series 2012A.

*"2020 Bonds"* means the 2020A Bonds and the 2020B Bonds.

*"2020A Bonds"* means the City's General Obligation Refunding Bonds, Series 2020A authorized under the 2020A Bond Order.

*"2020B Bonds"* means the City's Taxable General Obligation Refunding Bonds, Series 2020B authorized under the 2020B Bond Order.

*"2020A Bond Order"* means the Bond Order authorizing not to exceed \$35,000,000 General Obligation Refunding Bonds adopted by the City Council on January 27, 2020 and effective on its adoption.

*"2020B Bond Order"* means the Bond Order authorizing not to exceed \$95,000,000 Taxable General Obligation Refunding Bonds adopted by the City Council on January 27, 2020 and effective on its adoption.

**Section 2.** The City shall issue not to exceed \$35,000,000 in total aggregate principal amount of its 2020A Bonds and not to exceed \$95,000,000 in total aggregate principal amount of its 2020B Bonds. The principal amounts of the 2020A Bonds and the 2020B Bonds will be set forth in the Pricing Certificate.



**Section 3.** The 2020 Bonds shall be dated as of their date of issuance. The 2020A Bonds shall pay interest semiannually on June 1 and December 1, beginning December 1, 2020, unless different dates are set forth in the Pricing Certificate. The 2020B Bonds shall pay interest semiannually on July 1 and January 1, beginning January 1, 2021, unless different dates are set forth in the Pricing Certificate. The 2020 Bonds are being issued to refund the Refunded Bonds pursuant to and in accordance with the Bond Orders and to pay the costs of issuance of the 2020 Bonds.

**Section 4.** The 2020A Bonds are payable in installments on June 1 of each year, unless different dates are set forth in the Pricing Certificate. The 2020B Bonds are payable in installments on July 1 of each year, unless different dates are set forth in the Pricing Certificate. The maturities of the 2020 Bonds will be as set forth in the Pricing Certificate. The 2020 Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

**Section 5.** The 2020A Bonds are to be numbered from "RA-1" consecutively and upward and the 2020B Bonds are to be numbered from "RB-1" consecutively and upward. All 2020 Bonds shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

**Section 6.** The 2020 Bonds are to be registered as to principal and interest, and the Chief Financial Officer, or her designee, is directed to maintain the registration records with respect thereto. The 2020 Bonds shall bear the original or facsimile signatures of the Mayor, the Mayor Pro Tem or City Manager and the City Clerk or the Deputy City Clerk.

**Section 7.** The 2020 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the 2020 Bonds will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2020 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2020 Bonds will be payable to DTC or its nominee as registered owner of the 2020 Bonds in immediately available funds. The principal of and interest on the 2020 Bonds will be payable to owners of 2020 Bonds shown on the records of DTC at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (1) DTC determines not to continue to act as securities depository for the 2020 Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2020 Bonds would adversely affect the interests of the beneficial owners of the 2020 Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement 2020 Bonds in accordance with DTC's rules and procedures.

**Section 8.** The 2020A Bonds will not be subject to optional redemption before maturity, unless different redemption provisions are set forth in the Pricing Certificate. If the Pricing Certificate designates that the 2020A Bonds will be subject to redemption, then, if less than all 2020A Bonds are called for redemption, the City shall select the maturity or maturities of the 2020A Bonds to be redeemed in such manner as the City in its discretion may determine, and DTC and its participants shall determine which of the 2020A Bonds within a maturity are to be redeemed in accordance with its rules and procedures.

The 2020B Bonds maturing on or after July 1, 2031 may be redeemed before their maturities, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date on or after July 1, 2030 at the redemption price of 100% of the principal amount of such 2020B Bond to be redeemed, together with accrued interest to the date fixed for redemption, unless different redemption provisions are set forth in the Pricing Certificate. If less than all 2020B Bonds are called for redemption, the City shall select the maturity or maturities of the 2020B Bonds to be redeemed in such manner as the City in its discretion may determine, and DTC and its participants shall determine which of the 2020B Bonds within a maturity are to be redeemed in accordance with its rules and procedures.

If, at the time of such redemption, the book-entry system with respect to the 2020 Bonds is discontinued, the City shall select the portion of the 2020 Bonds to be redeemed by lot or in such manner as the City in its discretion may determine.

Notwithstanding any language in this Section 8, the portion of any 2020 Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2020 Bonds for redemption, each 2020 Bond is to be considered as representing that number of 2020 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. When the City elects to redeem any 2020 Bonds, notice of such redemption of such 2020 Bonds, stating the redemption date, redemption price and identifying the 2020 Bonds or portions thereof to be redeemed and further stating that on such redemption date there are due and payable on each 2020 Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such 2020 Bonds, by prepaid certified or registered United States mail (or by such other method permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of such 2020 Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such 2020 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit electronically a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rule Making Board (the "MSRB") in an electronic format as prescribed by the MSRB, but any failure or defect in respect thereto will not affect the validity of the redemption.

If at the time of mailing of notice of redemption there is not on deposit money sufficient to redeem the 2020 Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

**Section 9.** The 2020 Bonds and the provisions for the registration of the 2020 Bonds and for the approval of the 2020 Bonds by the Secretary of the Commission are to be in substantially the form set forth in the Appendix A hereto.

**Section 10.** The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the 2020A Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the 2020A Bonds from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at

any time any of the proceeds of the 2020A Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2020A Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code. The Chief Financial Officer, or her designee, is hereby authorized to execute a Tax Certificate with respect to the 2020A Bonds.

**Section 11.** From the proceeds from the sale of the 2020 Bonds, the State Treasurer shall transfer or cause to be transferred (1) an amount sufficient to refund the Refunded Bonds to the Escrow Agent for deposit in the Escrow Fund (as defined in the Escrow Agreement) created under the Escrow Agreement and (2) to the City the balance of the proceeds from the sale of the 2020 Bonds, if any. The Authorized Officers (as defined below) are hereby authorized and directed to enter into the Escrow Agreement, a form of which has been made available to the City Council, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City Council's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Escrow Agreement presented to the City Council, and that from and after the execution and delivery of the Escrow Agreement, the Authorized Officers (as defined below) are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed. Proceeds of the 2020 Bonds to be used to pay the costs of issuance of the 2020 Bonds, if any, shall be accounted for in a separate account or accounts held by the City and invested and reinvested as permitted by the laws of the State of North Carolina. The Chief Financial Officer, or her designee, shall keep and maintain adequate records pertaining to such account or accounts and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the City maintains its covenants with respect to the exclusion of the interest on the 2020A Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in such account or accounts 90 days after the 2020 Bonds are issued (or sooner at the discretion of the Chief Financial Officer), the remaining proceeds of the 2020A Bonds will be applied to pay interest on the 2020A Bonds and the remaining proceeds of the 2020B Bonds will be applied to pay interest on the 2020B Bonds on the next interest payment date therefor.

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

**Section 13.** The Commission is hereby requested to sell the 2020 Bonds through a negotiated sale to the Underwriters pursuant to the terms of the Bond Purchase Agreement at such prices as the Commission determines to be in the best interest of the City, subject to the approval of the Authorized Officers, as defined below, each such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement. The 2020A Bonds will be sold at interest rates that result in a true interest cost not to exceed 2.25% and at a minimum purchase price of ninety-eight percent (98%) of the face value of the 2020A Bonds. The 2020B Bonds will be sold at interest rates that result in a true interest cost not to exceed 3.40% and at a minimum purchase price of ninety-eight percent (98%) of the face value of the 2020B Bonds. The form and content of the Bond Purchase Agreement are in all respects approved and confirmed, and the Mayor, the Mayor Pro Tem, the City Manager or the Chief Financial Officer of the City, or their respective designees (the "*Authorized Officers*") are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and

directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

**Section 14.** The Authorized Officers and the City Clerk or Deputy City Clerk are hereby authorized and directed, individually and collectively, (1) to cause the 2020 Bonds to be prepared and (2) when they have been duly sold by the Commission, (a) to execute the 2020 Bonds and (b) to turn the 2020 Bonds over to the registrar and transfer agent of the City for delivery through the facilities of DTC to the Underwriters.

**Section 15.** The form and content of the Preliminary Official Statement, and the final Official Statement related to the 2020 Bonds which will be substantially in the form of the Preliminary Official Statement (the "*Final Official Statement*"), are in all respects authorized, approved and confirmed, and the Authorized Officers are authorized, empowered and directed to execute and deliver the Preliminary Official Statement and the Final Official Statement in substantially the form and content of the Preliminary Official Statement presented to the City Council, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate.

**Section 16.** The Authorized Officers, the City Clerk and the Deputy City Clerk are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the 2020 Bonds. All actions previously taken by any of the Authorized Officers and the City Clerk and the Deputy City Clerk, or their designee or those officers of the City authorized to act on their behalf, related to the 2020 Bonds and the proceedings therefor are hereby ratified and approved. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 17.** The City agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the 2020 Bonds, to provide to the MSRB:

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2020, the audited financial statements of the City for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2020, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions "**THE CITY--DEBT INFORMATION**" and "**--TAX INFORMATION**" (excluding information on overlapping and underlying units) in the Final Official Statement referred to in Section 15;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the 2020 Bonds:

- (a) principal and interest payment delinquencies;
  - (b) non-payment related defaults, if material;
  - (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
  - (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
  - (e) substitution of any credit or liquidity providers, or their failure to perform;
  - (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020 Bonds, or other material events affecting the tax status of the 2020 Bonds;
  - (g) modification of the rights of the beneficial owners of the 2020 Bonds, if material;
  - (h) call of any of the 2020 Bonds, if material, and tender offers;
  - (i) defeasance of any of the 2020 Bonds;
  - (j) release, substitution or sale of any property securing repayment of the 2020 Bonds, if material;
  - (k) rating changes;
  - (l) bankruptcy, insolvency, receivership or similar event of the City;
  - (m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
  - (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect beneficial owners of the 2020 Bonds, if material; and
  - (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties; and
- (4) in a timely manner, notice of the failure by the City to provide the required

annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this undertaking, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the 2020 Bonds and is enforceable by any of the registered owners and the beneficial owners of the 2020 Bonds, including an action for specific performance of the City’s obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2020 Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the 2020 Bonds.

All documents provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

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

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of each Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;
- (3) with respect to the 2020 Bonds, any such modification does not materially impair the interest of the registered owners or the beneficial owners of the 2020 Bonds, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the 2020 Bonds.

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

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2020 Bonds.

**Section 18.** Those portions of this Resolution other than Section 17 may be amended or supplemented, from time to time, without the consent of the owners of the 2020 Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of such 2020 Bonds and would not cause the interest on the 2020A Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended

or supplemented with the consent of the owners of a majority in aggregate principal amount of the 2020 Bonds then outstanding, exclusive of such 2020 Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any owner of 2020 Bonds, reduce the principal amount of any such Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 17, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the 2020 Bonds is binding on all owners of such 2020 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of such Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the 2020 Bonds, the Registrar shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of such 2020 Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the Registrar for inspection by all owners of such 2020 Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of such 2020 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

**Section 19.** Nothing in this Resolution precludes (a) the payment of the 2020 Bonds from the proceeds of refunding bonds or (b) the payment of the 2020 Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the 2020 Bonds the principal of such 2020 Bonds (including interest to become due thereon) and, premium, if any, on such 2020 Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the City shall so notify each rating agency then rating the 2020 Bonds, and then, to the extent permitted by law, such 2020 Bonds shall be considered to have been discharged and satisfied, and the principal of such 2020 Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification agent that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance with respect to such 2020 Bonds, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the owners of such 2020 Bonds that such moneys are so available for such payment.

**Section 20.** Any portion of the Bond Orders remaining after the issuance of the 2020 Bonds will be deemed to be repealed and will no longer be considered authorized but unissued under the Bond Orders.

**Section 21.** All acts and doings of any officer of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the 2020 Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects approved and confirmed.

**Section 22.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2020 Bonds authorized hereunder.

**Section 23.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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

*PASSED, ADOPTED AND APPROVED* this 27th day of January, 2020.





APPENDIX A

FORM OF 2020A BOND

No. RA-

\$

UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA  
CITY OF CHARLOTTE

INTEREST  
RATE

MATURITY DATE

DATED DATE

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2020A

*THE CITY OF CHARLOTTE, NORTH CAROLINA* (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this 2020A Bond until it shall mature at the Interest Rate per annum specified above, payable on December 1, 2020 and semiannually thereafter on June 1 and December 1 of each year. Principal of and interest on this 2020A Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the 2020A Bonds and is payable to the owner of the 2020A Bonds shown on the records of DTC at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This 2020A Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Bond Act, a bond order adopted by the City Council of the City on January 27, 2020 and effective on the date of its adoption and a bond resolution adopted by the City Council of the City on January 27, 2020. The 2020A Bonds are issued to provide funds to refund in advance of their maturities the City’s General Obligation Refunding Bonds, Series 2009C maturing on and after June 1, 2021 and to pay the costs of issuing the 2020A Bonds.

The 2020A Bonds will not be subject to redemption before maturity.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this 2020A Bond, exist, have been performed and have happened, and that the amount of this 2020A Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this 2020A Bond in accordance with its terms.

This 2020A Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

*IN WITNESS WHEREOF*, the City has caused this 2020A Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this 2020A Bond to be dated as of the Dated Date above.

(SEAL)

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City Clerk

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Mayor

Date of Execution: March 4, 2020

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

---

GREG C. GASKINS  
Secretary of the Local Government Commission

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

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

---

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

---

the within 2020A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within 2020A Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature guaranteed by:

---

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

---

*NOTICE:* The signature to this assignment must correspond with the name as it appears on the face of the within 2020A Bond in every particular, without alteration, enlargement or any change whatever.

**TRANSFER FEE MAY BE REQUIRED**

**FORM OF 2020B BOND**

No. RB-

\$

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA  
CITY OF CHARLOTTE**

**INTEREST  
RATE**

**MATURITY DATE**

**DATED DATE**

**CUSIP**

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL SUM: DOLLARS**

**TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2020B**

*THE CITY OF CHARLOTTE, NORTH CAROLINA* (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this 2020B Bond until it shall mature at the Interest Rate per annum specified above, payable on January 1, 2021 and semiannually thereafter on July 1 and January 1 of each year. Principal of and interest on this 2020B Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the 2020B Bonds and is payable to the owner of the 2020B Bonds shown on the records of DTC at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This 2020B Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Bond Act, a bond order adopted by the City Council of the City on January 27, 2020 and effective on the date of its adoption and a bond resolution adopted by the City Council of the City on January 27, 2020. The 2020B Bonds are issued to provide funds to refund in advance of their maturities the City’s General Obligation Refunding Bonds, Series 2012A maturing on and after July 1, 2023 and to pay the costs of issuing the 2020B Bonds.

The 2020B Bonds maturing on or after July 1, 2031 may be redeemed before their maturities, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date on or after July 1, 2030 at the redemption price of 100% of the principal amount of such 2020B Bond to be redeemed, together with accrued interest to the date fixed for redemption.

If less than all 2020B Bonds are called for redemption, the City shall select the maturity or maturities of the 2020B Bonds to be redeemed in such manner as the City in its discretion may determine, and DTC and its participants shall determine which of the 2020B Bonds within a maturity are to be redeemed in accordance with its rules and procedures. If, at the time of such redemption, the book-entry system with respect to the 2020B Bonds is discontinued, the City shall select the portion of the 2020B Bonds to be redeemed by lot in such manner as the City in its discretion may determine; provided, however, that the portion of any 2020B Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2020B Bonds for redemption, each 2020B Bond is to be considered

as representing that number of 2020B Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this 2020B Bond, exist, have been performed and have happened, and that the amount of this 2020B Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this 2020B Bond in accordance with its terms.

This 2020B Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

*IN WITNESS WHEREOF*, the City has caused this 2020B Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this 2020B Bond to be dated as of the Dated Date above.

(SEAL)

---

City Clerk

---

Mayor

Date of Execution: March 4, 2020

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

---

GREG C. GASKINS  
Secretary of the Local Government Commission

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

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

---

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

---

the within 2020B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within 2020B Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

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

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*NOTICE:* The signature to this assignment must correspond with the name as it appears on the face of the within 2020B Bond in every particular, without alteration, enlargement or any change whatever.

**TRANSFER FEE MAY BE REQUIRED**

Councilmember Driggs introduced the following two bond orders by reading the title thereof:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,000,000  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City of Charlotte, North Carolina (the “City”) has issued its \$86,795,000 General Obligation Refunding Bonds, Series 2009C (the “2009C Bonds”);

*WHEREAS*, the City Council of the City (the “City Council”) deems it advisable to refund the outstanding 2009C Bonds maturing on and after June 1, 2021 (the “Refunded 2009C Bonds”);

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act.

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

Section 1. The City Council deems it advisable to refund the Refunded 2009C Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded 2009C Bonds as set forth above, General Obligation Refunding Bonds of the City (the “Refunding Bonds”) are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$35,000,000.

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

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

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

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



**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$95,000,000  
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City of Charlotte, North Carolina (the “City”) has issued its \$175,495,000 General Obligation Refunding Bonds, Series 2012A (the “2012A Bonds”);

*WHEREAS*, the City Council of the City (the “City Council”) deems it advisable to refund the outstanding 2012A Bonds maturing on and after July 1, 2023 (the “Refunded 2012A Bonds”);

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act.

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

Section 1. The City Council deems it advisable to refund the Refunded 2012A Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded 2012A Bonds as set forth above, Taxable General Obligation Refunding Bonds (the “Refunding Bonds”) of the City are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$95,000,000.

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


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

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

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

As prescribed by The Local Government Bond Act, the City Clerk is directed to publish a notice of adoption of the bond orders titled, “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” and “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$95,000,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B OF THE CITY OF CHARLOTTE, NORTH CAROLINA**”, which were introduced and adopted at the meeting of the City Council held on January 27, 2020.

**WITNESS** my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of **January**, 2020.

  
Stephanie C. Kelly  
 City Clerk, NCCMC, CMC  
 City of Charlotte, North Carolina



**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,000,000  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City of Charlotte, North Carolina (the “City”) has issued its \$86,795,000 General Obligation Refunding Bonds, Series 2009C (the “2009C Bonds”);

*WHEREAS*, the City Council of the City (the “City Council”) deems it advisable to refund the outstanding 2009C Bonds maturing on and after June 1, 2021 (the “Refunded 2009C Bonds”);

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act.

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

Section 1. The City Council deems it advisable to refund the Refunded 2009C Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded 2009C Bonds as set forth above, General Obligation Refunding Bonds of the City (the “Refunding Bonds”) are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$35,000,000.

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

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

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

The foregoing order was adopted on the 27th day of January, 2020 and is hereby published this 28th day of January, 2020. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The finance officer of the City has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is \$ 6,059,617.50. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

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

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$95,000,000  
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City of Charlotte, North Carolina (the “City”) has issued its \$175,495,000 General Obligation Refunding Bonds, Series 2012A (the “2012A Bonds”);

*WHEREAS*, the City Council of the City (the “City Council”) deems it advisable to refund the outstanding 2012A Bonds maturing on and after July 1, 2023 (the “Refunded 2012A Bonds”);

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act.

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

Section 1. The City Council deems it advisable to refund the Refunded 2012A Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded 2012A Bonds as set forth above, Taxable General Obligation Refunding Bonds (the “Refunding Bonds”) of the City are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$95,000,000.

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

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

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

The foregoing order was adopted on the 27th day of January, 2020 and is hereby published this 28th day of January, 2020. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The finance officer of the City has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is \$16,695,452.30. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

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

**RESOLUTION FIXING DATE OF PUBLIC HEARING  
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

**MALLARD CREEK AREA**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 6:30 p.m. on February 24, 2020.

Section 2. The area proposed for annexation is described as follows:

**LEGAL DESCRIPTION**

**PROPERTY DESCRIPTION  
MALLARD CREEK AREA**

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTHWEST OF RIDGE ROAD (VARIABLE WIDTH RIGHT OF WAY, NCDOT PROJECT R-2123CE, WBS# 34379.2.17), EAST OF I-485/I-85 RAMP (VARIABLE WIDTH RIGHT OF WAY, NCDOT PROJECT R-2123CE, WBS# 34379.2.17), NORTH OF MALLARD LAKE SUBDIVISION RECORDED IN MB 45, PG 339 & MB 46, PG 765 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY (HENCE MCR), AND NORTH OF THAT CHARLOTTE-MECKLENBURG BOARD OF EDUCATION PARCEL RECORDED IN DB 22586, PG 877(MCR), AND SITUATED IN THE UNINCORPORATED AREA OF MECKLENBURG COUNTY, AND BOUNDED BY THE UNINCORPORATED AREA OF MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SET NAIL ON THE EAST SIDE OF RIDGE ROAD, THE POINT OF LOCALIZATION OF THE SITE, HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING:587,373.5813, EASTING:1,485,240.6590; THENCE N 49°00'28" W A DISTANCE OF 693.65' TO A SET 1/2" PIPE AT THE INTERSECTION OF THE RIGHTS OF WAY OF RIDGE ROAD AND I-485/I-85 RAMP, BEING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE POINT OF BEGINNING;

THENCE, IN A CLOCKWISE DIRECTION WITH THE WESTERN SIDE OF THE RIDGE ROAD RIGHT OF WAY, THE FOLLOWING EIGHT (8) COURSES:

1. S 50°26'13" E A DISTANCE OF 25.93' TO A SET 1/2" PIPE;
2. S 48°38'01" E A DISTANCE OF 164.11' TO A FOUND R/W MONUMENT;
3. N 42°22'06" E A DISTANCE OF 16.96' TO A FOUND #5 REBAR;
4. S 35°59'06" E A DISTANCE OF 440.05' TO A FOUND #5 REBAR;

5. N 56°29'06" E A DISTANCE OF 15.07' TO A FOUND R/W MONUMENT;
6. S 30°42'14" E A DISTANCE OF 525.59' TO A FOUND RIGHT OF WAY MONUMENT;
7. S 20°14'17" E A DISTANCE OF 54.91' TO A FOUND R/W MONUMENT;
8. S 30°38'48" E A DISTANCE OF 81.13' TO A FOUND R/W MONUMENT ON THE NORTHERN LINE OF THAT CHARLOTTE-MECKLENBURG BOARD OF EDUCATION PARCEL;

THENCE, WITH SAID CHARLOTTE-MECKLENBURG BOARD OF EDUCATION PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 60°46'07" W A DISTANCE OF 532.97' TO A FOUND #5 REBAR;
2. S 24°02'29" E A DISTANCE OF 252.93' TO A FOUND #5 REBAR ON THE NORTHERN LINE OF THAT MALLARD LAKE SUBDIVISION;

THENCE, WITH SAID MALLARD LAKE SUBDIVISION LINE, THE FOLLOWING SEVEN (7) COURSES:

1. WITH LOT 216 (MB 45, PG 339 & DB 22311, PG 249) S 65°02'32" W A DISTANCE OF 135.91' TO A FOUND #5 REBAR ON THE NORTHERN END OF PORTER CREEK ROAD RIGHT OF WAY;
2. WITH SAID END OF PORTER CREEK ROAD, S 64°52'06" W A DISTANCE OF 49.86' TO A FOUND #5 REBAR ON THE NORTHERN LINE OF LOT 243 (MB 45, PG 339 & DB 28786, PG 558);
3. WITH SAID LOT 243 LINE, S 65°03'14" W A DISTANCE OF 144.26' TO A FOUND #5 REBAR ON THE NORTHERN LINE OF LOT 245 (MB 46, PG 765 & DB 22259, PG 400);
4. WITH SAID LOT 245 LINE, S 64°58'57" W A DISTANCE OF 120.05' TO A FOUND #5 REBAR ON THE NORTHERN LINE OF LOT 451 (MB 46, PG 765 & DB 32835, PG 601);
5. WITH SAID LOT 451 LINE, S 65°04'00" W A DISTANCE OF 164.03' TO A FOUND #5 REBAR ON THE EASTERN LINE OF MALLARD LAKE HOA PARCEL (MB 46, PG 765 & DB 28421, PG 888);
6. WITH SAID MALLARD LAKE HOA LINE, N 32°02'01" W A DISTANCE OF 305.52' TO A FOUND #5 REBAR ON THE EASTERN SIDE OF THAT I-485/I-85 RAMP;  
THENCE, WITH SAID I-485/I-85 RIGHT OF WAY, THE FOLLOWING SEVEN (7) COURSES:
  1. N 03°07'06" E A DISTANCE OF 646.08' TO SET 1/2" PIPE;
  2. N 03°07'06" E A DISTANCE OF 38.73' TO A FOUND R/W MONUMENT;
  3. N 04°22'32" E A DISTANCE OF 286.74' TO A FOUND R/W MONUMENT;
  4. WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 125.62', WITH A RADIUS OF 1163.24', WITH A CHORD BEARING OF N 12°57'55" E, WITH A CHORD LENGTH OF 125.56', TO A FOUND R/W MONUMENT;
  5. N 26°59'58" E A DISTANCE OF 153.88' TO A FOUND R/W MONUMENT;
  6. N 24°14'39" E A DISTANCE OF 209.53' TO A FOUND R/W MONUMENT;
  7. N 38°26'59" E A DISTANCE OF 133.77' TO THE POINT OF BEGINNING,
    - a. HAVING AN AREA OF 1,130,461.03 SQUARE FEET, 25.952 ACRES, MORE OR LESS

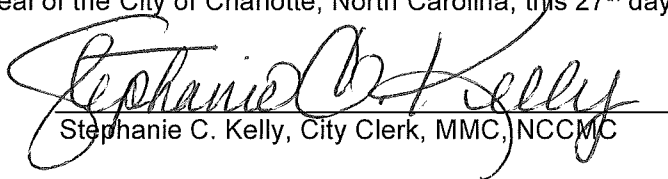
Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

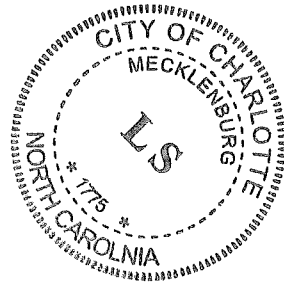
Stephanie Kelly, CMC  
Charlotte City Clerk

**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 387-389.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.

  
Stephanie C. Kelly, City Clerk, MMC, NCCMC



**RESOLUTION FIXING DATE OF PUBLIC HEARING  
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31**

**THE TOWNS AT MALLARD MILLS**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 6:00 p.m. on February 24, 2020.

Section 2. The area proposed for annexation is described as follows:

**LEGAL DESCRIPTION**

**PROPERTY DESCRIPTION**

**THE TOWNS AT MALLARD MILLS**

BEGINNING at an existing rebar on the northerly margin of the right-of-way of Mallard Creek Rd, being a common corner of the property of DD Mallard Creek LLC (now or formerly) recorded in Deed Book 32884 Page 77; thence following the common line thereof fourteen (14) calls: (1) with a bearing of N 09°01'58" W and a distance of 543.38' to a point; (2) with a bearing of N 39°39'28" E and a distance of 48.11' to a point; (3) with a bearing of N 58°13'02" E and a distance of 58.60' to a point; (4) with a bearing of N 60°40'36" E and a distance of 67.07' to a point; (5) with a bearing of N 53°32'37" E and a distance of 59.09' to a point; (6) with a bearing of N 51°20'34" E and a distance of 36.89' to a point; (7) with a bearing of N 50°45'33" E and a distance of 59.55' to a point; (8) with a bearing of N 47°21'25" E and a distance of 57.85' to a point; (9) with a bearing of N 46°44'56" E and a distance of 47.32' to a point; (10) with a bearing of N 46°53'01" E and a distance of 49.22' to a point; (11) with a bearing of N 47°35'55" E and a distance of 31.05' to a point; (12) with a bearing of N 48°17'26" E and a distance of 52.23' to a point; (13) with a bearing of N 80°57'50" E and a distance of 50.33' to a point; (14) with a bearing of N 09°02'10" W and a distance of 572.07' to an existing bent rebar on the common line of the property of Mill Creek Master Association of Mecklenburg Inc (now or formerly) recorded in Deed Book 12546, Page 484 and shown on Map Book 35, Page 267, said common line also being the existing city limits line; thence following the common line and existing city limits line with a bearing of N 60°54'24" E and a distance of 30.49' to an existing rebar, being the common corner of the property of RSH Apartments SPE LLC (now or formerly) recorded in Deed Book 33266, Page 360 and shown on Map Book 46, Page 145 and the common corner of the property of Phyllis Stewart (now or formerly) recorded in Deed Book 9789, Page 794; thence leaving the current city limits line and



following the common line of Stewart three (3) calls: (1) with a bearing of S 09°02'10" E and a distance of 122.60' to a point; (2) with a bearing of S 46°51'14" E and a distance of 658.61' to a point; (3) with a bearing of N 83°49'59" E and a distance of 27.62' to a point in the common line of the property of Terry C Philips (now or formerly) recorded in Deed Book 4596, Page 848; thence following the common line of Philips with a bearing of N 40°07'54" E and a distance of 147.02' to a point; thence with a bearing of S 46°55'37" E and a distance of 288.61' to a point; thence with a curve to the right having a radius of 1827.99' and an arc length of 93.25', and being chorded by a bearing of S 37°19'26" W and a distance of 93.24' to a point; thence with a bearing of N 46°53'06" W and a distance of 208.40' to a point; thence with a curve to the right having a radius of 130.50' and an arc length of 96.78', and being chorded by a bearing of S 62°35'13" W and a distance of 94.58' to a point; thence with a bearing of S 83°49'59" W and a distance of 60.00' to a point; thence with a curve to the left having a radius of 119.50' and an arc length of 10.80', and being chorded by a bearing of S 81°14'41" W and a distance of 10.79' to a point on the common line of Philips; thence following the common line of Philips two (2) calls: (1) with a bearing of S 40°07'54" W and a distance of 90.59' to a point; (2) with a bearing of S 55°59'39" E and a distance of 352.25' to an existing rebar on the northerly margin of the right-of-way of Mallard Creek Rd; thence following said right-of-way seven (7) calls: (1) with a bearing of S 48°59'57" W and a distance of 29.96' to a point; (2) with a bearing of S 49°01'59" W and a distance of 265.65' to a point; (3) with a bearing of S 50°08'32" W and a distance of 63.10' to a point; (4) with a curve to the right having a radius of 570.00' and an arc length of 173.49', and being chorded by a bearing of S 58°51'42" W and a distance of 172.82' to a point; (5) with a bearing of S 67°34'52" W and a distance of 119.69' to an existing rebar; (6) with a bearing of S 67°37'04" W and a distance of 122.63' to an existing rebar; (7) with a bearing of S 67°41'31" W and a distance of 429.56' to an existing rebar; being the point of BEGINNING, having an area of 17.177 acres more or less, as shown on a survey by Carolina Surveyors, Inc.  
Containing 17.177 acres.

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

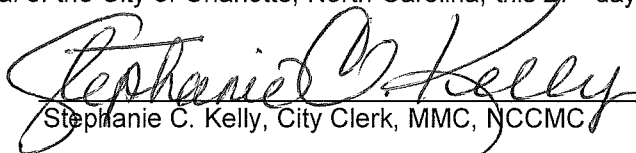


Stephanie Kelly, CMC  
Charlotte City Clerk

**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 390-391.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.

  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

**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.

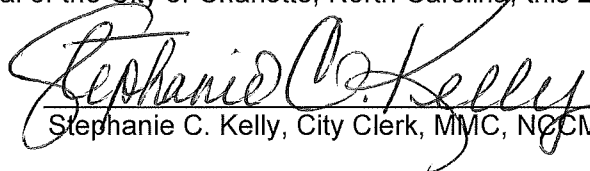
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27<sup>th</sup> day of January 2020 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 392-398.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

January 27, 2020  
Resolution Book 50, Page 393

**Taxpayers and Refunds Requested**

1805 LUCAS LANE LLC	301.52
3801 LLC	175.26
3C HOLDING LLC	59.27
A S S LLC	257.16
A.S.S. LLC	257.16
ABRAHAM, EDWIN ROOSEVELT	194.58
ALLOCCO SCOTT R	67.88
AMH 2014-2 BORROWER LP	26.47
AMH 2014-3 BORROWER, LP	13.23
AMH NC PROPERTIES LP	37.91
AMH NC PROPERTIES LP	33.98
AMH NC PROPERTIES LP	32.9
AMH NC PROPERTIES LP	3.94
AMH NC PROPERTIES TWO LP	3.94
AMH NC PROPERTIES, LP	2.15
AMH NC PROPERTIES, LP	16.09
AMH NC PROPERTIES, LP	11.45
AMH NC PROPERTIES, LP	6.08
AMH NC PROPERTIES, LP	63.66
AMH NC PROPERTIES, LP	15.02
AMH ROMAN TWO LLC	463.9
ANDERSON, EDMUND N II	119.31
ANDERSON, SARAH	69.44
AUSTIN, ANTONNATTA	160.06
AYERS, CHARLES E	159.77
BAIER, TIMONTY J	160.96
BANIVIVA LLC	75.46
BANK OF AMERICA NATIONAL ASSOCIATIO	1862.05
BARKLEY, JOE W	57.22
BARNES, MEGHAN	207.45
BARR, DUSTIN A	572.28
BATSON, LUCILLE	282.56
BEETLEJUICE LLC	94.07
BELK CHARLOTTE INC	23292.73
BELK INC	15239.37
BELK, BASCOM V JR	321.2
BELL FUND IV MORRISON APARTMENTS LL	9373.89
BH PECAN LLC	1256.15
BIG KING MOUNTAIN LLC	1135.61
BISHOP, CAROLYN	333.35
BLACKWELL, VINCE	160.96
BOYD, MARY L	295.76
BRANTLEY, DANE N	220.84
BROOME, BARBARA J	151.44
BROWDER-HARRIS MGMT CO	1948.67
BROWDER-HARRIS MGMT CO	1080.67
BUCHANAN, MAE	304.29

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Taxpayers and Refunds Requested

BUI, LONG	114.45
BUIE, CHARLES A	405.97
BVTI LLC .	954.63
BWN INVESTMENTS LLC	49.72
BYRNE, CONOR	176.34
CAMBRIDGE COMMONS MARKETPLACE OUTPA	238.56
CANTRELL, JEFFREY P	654.1
CARE III LLC	481.42
CARMEL VALLEY II LP	4035.63
CENTURY FASTENERS CORP	40.88
CHARLOTTE PROPERTY MANAGEMENT LLC	921.01
CHOU, RANDAL	290.45
CITIZEN, CALVIN	170.56
COLUMBIA COCHRAN COMMONS LLC	1215.42
COOK, CHRISTINE H.	629.07
COOK, CHRISTINE H.	654.4
COUCHELL INVESTMENT COMPANY, LLC	122.32
COUCHELL INVESTMENT COMPANY, LLC	90.85
COUCHELL INVESTMENT COMPANY, LLC	252.52
COUCHELL INVESTMENT COMPANY, LLC	96.22
COUCHELL INVESTMENT COMPANY, LLC	52.58
COUCHELL INVESTMENT COMPANY, LLC	202.08
COUCHELL INVESTMENT COMPANY, LLC	519.34
COUCHELL/TSAHAKIS PROPERTIES LLC	47.57
COUCHELL/TSAHAKIS PROPERTIES LLC	106.22
COUCHELL/TSAHAKIS PROPERTIES LLC	155.94
COUCHELL/TSAHAKIS PROPERTIES LLC	110.17
CRANE, JAMES ROSS	11.8
CROSSROAD CORP FOR AFFORDABLE, HOUSI	31.83
CRUZ, MARGUERITE	229.91
CUMMINS, ANDREW JOSEPH	98.36
DAVIS, JOHNNIE E JR &W	169.19
DAYE, TYSHON L	160.96
DODGE, GRETCHEN	339.68
DUFFEY, BRENDA	139.55
DUNAWAY, SHUFORD G	598.63
DW HOLDINGS LLC	133.05
ECONO EXPRESS PRINTING CO	7.11
ELLIOTT, TRAVIS WILLIAM	97.28
ESKI, JOHN R	401.84
FARLEY, KEVIN M	301.81
FEELY, PUTEENA	234.16
FERGUSON ENTERPRISES INC #1150	24.42
FERGUSON ENTERPRISES INC #1150	5.67
FLOOD III, HARRY J	114.45
FOCHT, COURTNEY C	192.07
FOLEY, MATTHEW	780.94

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**Taxpayers and Refunds Requested**

FOREST PARK OFFICE CENTER LLC	2869.96
FOREST PARK OFFICE CENTER LLC	2066.1
GARY SUSAN MCKEE LIVING, TRUST	88.76
GENTRY, MELODY	160.96
GLOVER, LYNETTE	160.95
GOINES, COATIE S	530.08
GOLDEN B ENTERPRISES LTD	834.8
GOLDEN TRIANGLE #7-COMMONWEALTH LLC	146.64
GOLDEN TRIANGLE #7-COMMONWEALTH, LLC	233.2
GOLDEN TRIANGLE #8 LLC	75.83
GOODMAN, ROSE H	98.36
GORMAN, ERIC JAMES	35.1
GRAHAM, EDWIN P	101.58
GREEN, GERALD B	77.41
GREENIDGE, JUDIE	410.61
GRINDLE, CLAYTON A	215.88
GUY, ELARI B	45.07
HARMON, REGINA	527.45
HARRIS CORNERS LAND LLC .	3620.73
HARRIS, JOYCE	390.21
HARSHMAN JAMES C(FAMILY TRUST)	399.09
HARTMANN BOUTIQUE - SAMSONITE CO STORES LLC	1480.15
HATTERSLY, CAROL SUE	387.91
HEALTHGRAM REALTY LLC	1687.61
HEDSPETH, MICHAEL B	64.21
HINSON, JANET B	126.79
HOPPE, THOMAS PAUL	26.47
HUANG, CHUI KING	69.75
HUEY, CHARLIE JR	237.5
HUMPHREYS, WILLIAM P IV	765.15
INDEPENDENCE SHOPS LLC	249.65
INGLE, SUSAN H	122.58
IRWIN, KAREN B	635.11
JACOBS, GEORGIA D	238.77
JAMALUDDIN, RAFI	38.32
JEFFERIES, SHERRY	325.05
JOME LLC	578.36
JOYCE LLC	94.79
KABAVIAL, LLC	165.86
KEARNS PROPERTIES LLC	103.01
KHAN PROPERTIES MANAGEMENT, INC	98
KNAPP, BRUCE ALLAN	2.48
KOLESNIKOVA, ALEKSANDRA	228.31
KOUTSOUPIS, PANAGIOTIS A	207.09
LAMER, VAUGHN M	74.22
LASR, LLC	136.63
LE, PHUOC HUU	30.04

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**Taxpayers and Refunds Requested**

LEE, CYNTHIA Y	681.55
LEONARD, DOROTHY LEE	244.46
LEWIS, CHARLES E	397.99
LEWIS, CURTIS	159.78
LIFT PROPERTIES, LLC	1125.94
LILLY, DAVID M	536.15
LINCOLNS HABERDASHERY	667.07
LINDAHL, ERIK	67.63
LOCKHART, EUGENE	217.47
LOFT ONE 35	3.2
LOFTS AT CHARLESTON ROW LLC THE	3201.18
LOFTS AT CHARLESTON ROW LLC THE	904.55
LORANCE ASHLEY E	131.27
LYONS, THOMAS B (LIVING TRUST)	77.97
MACEDON PARRIS M	365.72
MAGEE, DAVID MACLEAN	464.61
MALPHURS, RALPH VICTOR	283.27
MARTIN, CRYSTAL C.	348.01
MAY DEPARTMENT STORES CO	13530.05
MCALPINES LLC THE	1321.6
MCMICHEN, SANDRA M	316.35
MECKLENBURG PAINT COMPANY INC	80.47
METROPOLITAN REALTY COMPANY LP	111148.24
MILLER, WILLIAM C	23.25
MODHKHMA LLC	281.84
MORGAN, GEORGIA A	7.1
MOSS REALTY CO	828.01
MOTEL SYSTEMS LLC	4853.98
MOUNT, JOSEPH MCCRARY	304.64
MUIL, DUNCAN G	121.02
MYERS, MICHAEL G JR	338.72
NANCE, SYLVIA DIANE (TRUST)	124.97
NATIONSBANK N A (CAROLINAS)	42114.39
NEALY, JOHNNY W	272.54
NEW SOUTH REAL ESTATE PARTNERS I, L	174.18
NEW SPACE INVESTMENTS LLC .	92.64
NORTHCROSS DEVELOPMENT GROUP LLC	2588.12
NRM2 LLC	677.24
O'KANE, MADISON	84.77
PARAMOUNT REAL ESTATE LLC	86.28
PARK HAT LAP LLC	10501.27
PATTERSON, ROBERT	254.93
PAUL, ROGER	66.17
PAYSEUR, JAMES B	142.71
PC PROPERTY RENTALS LLC, .	453.05
PIZZAGALLI PROPERTIES LLC	2863.53
PLEIL, RAYMOND B	315.82

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Taxpayers and Refunds Requested

PLP PROPERTIES % PETER J COUCHELL	295.8
PLP PROPERTIES LLC	1514.83
POLLACK, NOAH	436.38
POULOS, ANTONIOS	628.25
PRISCO, GEORGE	8.94
PROCTOR INVESTMENTS, LLC	45.71
QUARTERSIDE (K21) APARTMENTS LLC	56.86
QUARTERSIDE (K21) APARTMENTS LLC	43.48
QUARTERSIDE (K21) APARTMENTS LLC	68.38
RANDAZZO, ALBERTO	492.52
RAYCHILD RESOURCES LLC	232.85
REEP OFC NINE WATER RIDGE NC LLC	491.03
REEP OFC SEVEN WATER RIDGE NC LLC	352.97
REEP OFC TEN WATER RIDGE NC LLC	91.4
REVA CHARLOTTE CORPORATE CENTER LLC	1428.18
REYNOLDS, DOUGLAS STUART	611.99
RUPP HOLDINGS INC	48.29
SADOW, LAURA E	49.72
SAM'S INVESTMENTS VIII LLC	207.09
SAMSONITE CO STORES LLC	88.4
SAMSONITE COMPANY STORES LLC	135.08
SBBH INVESTMENTS LLC	554.01
SC7 LLC	2308.11
SCHIESS, ROBERT V	218.01
SCHRADER, JOSEPH F	178.23
SERRANO-RODRIGUEZ, LUIS A	255.11
SHANAHAN, JUDITH DAWN	68.18
SHELTON, ANDREW LEE	94.07
SHREEJI PROPERTIES INC	12.53
SILVER SARDIS LLC	1115.58
SIMPSON, JEFFREY	159.77
SIMPSON, THOMAS R	60.09
SMERLING, TODD	34.36
SMITH, SANDRA DAVIDSON	292.04
SONSHINE PROPERTIES LLC	116.68
SONSHINE PROPERTIES LLC	63.36
SONSHINE PROPERTIES LLC	133.67
STAFFORD, MARCIE L	32.9
STATEN, LEE HENRY	41.14
STEELE CREEK LLC	2644.99
STEINBERGER, NORMAN F	52.91
STEWART, JACOB ANTHONY III	370.91
STRONG, JASON D	14.6
SWARNGER, PHYLLIS M	43.64
THE LOFTS AT CHARLESTON ROW LLC	7146.65
THOMAS, TERRELL RANDON	116.45
TOLA, LLC	434.93

January 27, 2020  
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**Taxpayers and Refunds Requested**

TOLBERT, DELORIS A	240.2
TORBERT, EMILY	714.61
TREML, DALE J	20.75
TROUTMAN, ROBERT D	393.59
TUMI STORES INC	113.8
TYSON, WILLIAM W	785.04
VARNES, TERRA L	41.19
W F MALLARD ARBORS I LLC	994.04
WALDROP, TED & ANNETTE L/T	12.87
WARE, MARY J	198.66
WATSON, ANNETTA	148.47
WELLS PROPERTY NUMBER ONE LLC	141.63
WF ARBORS LLC	573.33
WF ARBORS LLC	1248.65
WF ARBORS LLC	1043.5
WF ARBORS LLC	1557.72
WHITESIDES, WILLIAM CARL	3.55
WILLIAMS, VERONICA	21.09
WJH REAL ESTATE, LLC	1952.14
WOZNIAK, MIROSLAW	1.91
ZAYTOUN-PENNY, JOANNE	218.36
ZDZIECH, CZESLAW	84.51
ZULCH, JOHN S	147.95

\$	337,497.15
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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 **HINSDALE-TINKERBELL 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 **HINSDALE-TINKERBELL DRAINAGE IMPROVEMENTS** project and estimated to be **894.39 sq. ft. (0.021 ac.) in Storm Drainage Easement, 2,159.35 sq. ft. (0.05 ac.) in Sanitary Sewer Easement, 4,072.2 sq. ft. (0.093 ac.) in Temporary Construction Easement, and 565.66 sq. ft. (0.013 ac.) in Existing Storm Drainage Easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 209-124-17, said property currently owned by **ILONKA AYLWARD** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

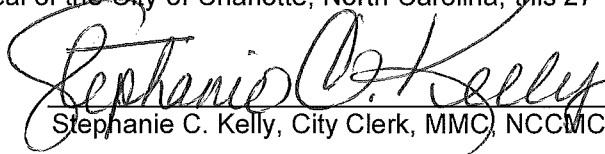
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

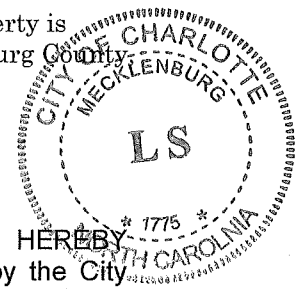
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 399.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 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 **WATER OAK STORM 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 **WATER OAK STORM DRAINAGE IMPROVEMENTS** project estimated to be **609 sq. ft. (0.014 ac.) in Storm Drainage Easement and 665 sq. ft. (0.015 ac.) in Utility Easement** and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No.157-131-11 said property currently owned by **JOEL L. ADELMAN and STEPHANIE W. ADELMAN** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

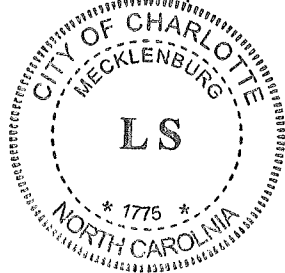
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

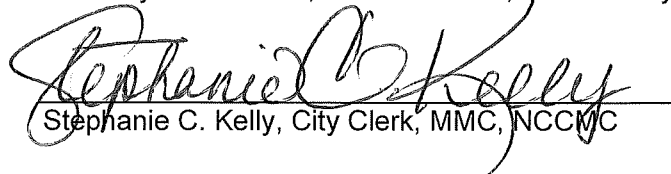
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**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 27<sup>th</sup> day of January, 2020, the reference having been made in Minute Book 149 and recorded in full in Resolution Book 50, Page(s) 400.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 27<sup>th</sup> day of January 2020.



  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

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