

EXTRACTS FROM MINUTES OF CITY COUNCIL

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A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 7:00 p.m. on April 27, 2015:

Members Present: Mayor Clodfelter, Councilmembers Austin, Autry, Barnes, Driggs, Howard, Kinsey, Lyles, Mayfield, Phipps and Smith

Members Absent: Councilmember Fallon

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

**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AN AMENDMENT TO AN INSTALLMENT PURCHASE CONTRACT WITH NEW CHARLOTTE CORPORATION AND RELATED MATTERS**

*WHEREAS*, the City of Charlotte, North Carolina (the “City”) is a municipal corporation validly existing under the Constitution, statutes and laws of the State of North Carolina (the “State”);

*WHEREAS*, the City has the power, pursuant to the General Statutes of the State, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

*WHEREAS*, the City previously executed and delivered an Installment Purchase Contract dated as of December 1, 2003 (as previously amended, the “2003 Contract”) between the City and New Charlotte Corporation (the “Corporation”) in order to finance and refinance mass transit facilities and equipment, including (1) the construction of a light rail maintenance facility (the “Light Rail Maintenance Facility”), (2) the acquisition of light rail vehicles (the “Vehicles”), (3) the acquisition of buses (the “Buses”), (4) the acquisition and installation of traffic control equipment (the “Equipment”), (5) the construction of a parking facility (the “Parking Facility”), (6) improvements to the Davidson Street Bus Maintenance Facilities (the “Existing Bus Maintenance Facilities”), (7) the construction of Rosa Parks Transit Center (the “Rosa Parks Transit Center”), (8) improvements to the Uptown Transit Center (the “Uptown Transit Center,” and together with the Light Rail Maintenance Facility, the Vehicles, the Buses, the Equipment, the Existing Bus Maintenance Facilities and the Rosa Parks Transit Center, the “Transit Projects/Phase II”);

*WHEREAS*, to secure its obligations under the 2003 Contract, the City (1) executed and delivered a Deed of Trust and Security Agreement dated as of December 1, 2003 from the City to the deed of trust trustee named therein for the benefit of the Corporation, as modified by (a) a Notice of Extension of Deed of Trust dated as of August 15, 2005 and (b) a Notice of Extension and Amendment to Deed of Trust dated as of May 1, 2013, each among the City, the Trustee and the deed of trust trustee

named therein (collectively, the "*Deed of Trust*"), granting the Corporation and its assigns a security interest in certain transit facilities acquired with the proceeds of the 2003 Contract, and (2) granted the Corporation under the 2003 Contract a security interest in certain personal property acquired with the proceeds of the 2003 Contract;

*WHEREAS*, in connection with the 2003 Contract, the City previously executed and delivered under an Indenture of Trust dated as of December 1, 2003 (as previously amended and supplemented, the "*2003 Indenture*") between the Corporation and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the "*Trustee*"), several series of certificates of participation, each evidencing proportionate undivided interests in rights to receive certain revenues pursuant to the 2003 Contract, including its Certificates of Participation (Transit Projects/Phase II), Series 2005E (the "*2005E Certificates*"), the proceeds of which were used to finance a portion of the Transit Projects/Phase II;

*WHEREAS*, the City has been advised that it can achieve debt service savings by refinancing the principal component of its installment payment obligations corresponding to all of the outstanding 2005E Certificates;

*WHEREAS*, consistent with the City's financial policies for the Charlotte Area Transit System, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has determined that it is in the best interests of the City to enter into Amendment Number Four to the Installment Purchase Contract dated as of June 1, 2015 (the "*Fourth Amendment*," and together with the 2003 Contract, the "*Contract*") to accomplish the refinancing of the 2005E Certificates and to pay a portion of the costs of executing and delivering the Fourth Amendment;

*WHEREAS*, the Corporation will execute and deliver Refunding Certificates of Participation (Transit Projects/Phase II), Series 2015B (the "*2015B Certificates*"), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the Contract under the General Indenture and Supplemental Indenture, Number Seven dated as of June 1, 2015 (the "*Seventh Supplement*") between the Corporation and the Trustee;

*WHEREAS*, in connection with the sale of the 2015B Certificates by the Corporation to Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association (collectively, the "*Underwriters*"), the City desires to make certain representations and warranties to the Underwriters in the form of the City's Letter of Representations to the Underwriters (the "*Letter of Representations*");

*WHEREAS*, there has been described to the City Council the following documents (collectively, the "*Instruments*"), copies of which have been made available to the City Council, which the City Council proposes to approve, enter into and deliver, as applicable to effectuate the proposed installment purchase financing:

- (1) the Fourth Amendment;
- (2) the Letter of Representations;
- (3) the Contract of Purchase dated on or about June 4, 2015 between the Corporation and the Underwriters (the "*Purchase Contract*"); and
- (4) the Preliminary Official Statement related to the 2015B Certificates (the "*Preliminary Official Statement*") containing certain information regarding the City;

*WHEREAS*, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

*WHEREAS*, the City hereby determines that the cost of refinancing the 2005E Certificates pursuant to the Fourth Amendment and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the refinancing; and (3) insufficient revenues are produced by the Transit Projects/Phase II so as to permit a revenue bond financing;

*WHEREAS*, the City hereby determines that the sums to fall due with respect to the Contract are adequate and not excessive for its proposed purpose;

*WHEREAS*, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract;

*WHEREAS*, the City is not in default under any of its debt service obligations;

*WHEREAS*, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

*WHEREAS*, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such management and contract obligation payment policies;

*WHEREAS*, the City has filed an application to the LGC for approval of the Fourth Amendment;

*WHEREAS*, the City Council hereby reaffirms each of the findings it made with respect to the Contract and the project financed thereby in the resolution adopted by the City Council on July 25, 2005; and

*WHEREAS*, with respect to the 2015B Certificates, Parker Poe Adams & Bernstein LLP will serve as special counsel and Corporation's counsel, DEC Associates, Inc. will serve as financial advisor, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Bank, National Association will serve as underwriters, U.S. Bank National Association will serve as trustee, McGuireWoods LLP will serve as underwriters' counsel, and Waters and Company LLC will serve as financial consultant (collectively, the "*Financing Team*");

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:*

**Section 1. Ratification of Instruments.** All actions of the City, the City Manager, the Chief Financial Officer, the City Clerk, the City Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

**Section 2. Authorization of the Official Statement.** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the final Official Statement related to the 2015B Certificates substantially in the form of the Preliminary Official Statement (the "*Official Statement*") by the Underwriters in connection with the sale of the 2015B Certificates is hereby in all respects authorized, approved and confirmed.

**Section 3. Authorization of Fourth Amendment.** The City approves the transactions contemplated by the Instruments in accordance with the terms of the Fourth Amendment, which will be a valid, legal and binding obligation of the City in accordance with its terms. The form and content of the Fourth Amendment are hereby in all respects authorized, approved and confirmed, and the City Manager and the City Clerk and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Fourth Amendment, 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, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Fourth Amendment presented to the City Council. From and after the execution and delivery of the Fourth Amendment, the City Manager, the Chief Financial Officer and the City Clerk 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 Fourth Amendment as executed.

**Section 4. Letter of Representation.** The form and content of the Contract of Purchase are hereby in all respects approved, and the City Manager is authorized to execute the Letter of Representation for the purposes stated therein.

**Section 5. City Representative.** Each of the City Manager, the Chief Financial Officer, the City Treasurer and the City Debt Manager is hereby designated as the City's representatives to act on behalf of the City in connection with the transaction contemplated by the Instruments and the Official Statement, and each is authorized to proceed with the refinancing of the 2005E Certificates in accordance with the Instruments and to seek opinions as a matter of law from the City Attorney, which City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The City's representative and their designees are in all respects authorized, individually and collectively, to supply on behalf of the City all information pertaining to the City as purchaser under the Contract for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The City Manager, the City Clerk and the Chief Financial Officer or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

**Section 6. Financing Team.** The Financing Team for the 2015B Certificates is hereby approved.

**Section 7. Severability.** If any section, phrase or provision of this Resolution is declared invalid for any reason, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

**Section 8. Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

**Section 9. Effective Date.** This Resolution will take effect immediately on its adoption.

On motion of Councilmember Howard, seconded by Councilmember Kinsey, the foregoing resolution titled "**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AN AMENDMENT TO AN INSTALLMENT PURCHASE CONTRACT WITH NEW CHARLOTTE CORPORATION AND RELATED MATTERS**" was duly adopted by the following vote:

AYES: Councilmembers Austin, Autry, Barnes, Driggs, Howard, Kinsey, Lyles, Mayfield, Phipps and Smith

NAYS: None

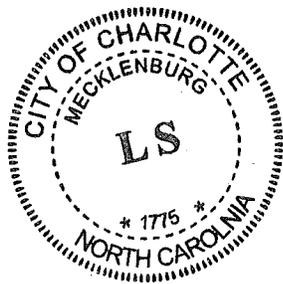
ABSENT: Councilmember Fallon

*PASSED, ADOPTED AND APPROVED* this 27<sup>th</sup> day of April, 2015.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 623-627.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**RESOLUTION AUTHORIZING THE CHARLOTTE CITY MANAGER TO EXECUTE THE CHARLOTTE  
MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT FOR FEDERAL FISCAL YEARS 2016, 2017, and 2018 AND  
SUBSEQUENT THREE-YEAR QUALIFICATION PERIODS**

WHEREAS, the Cranston-Gonzalez National Affordable housing Act of 1990, as amended, authorizes units of general local government to enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

WHEREAS, the City Council for the City of Charlotte has elected to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium for the Federal fiscal years 2016, 2017, and 2018 qualification period; and

WHEREAS, participation in the Charlotte Mecklenburg Regional Housing Consortium automatically renew for successive three-year qualification periods unless The City of Charlotte provides written notice of its election not to participate in the Consortium for a new qualification period, as specified in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement; and

NOW, THEREFORE BE IT RESOLVED BY THE Charlotte City Council that:

1. The City of Charlotte hereby elects to continue to participate in the Charlotte Mecklenburg Regional Housing Consortium and be a party to the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement for the three federal fiscal years for which the Consortium qualifies to receive HOME funds, October 1, 2015-September 30, 2018, and for such successive qualification periods as may be applicable pursuant to the terms of said Cooperation Agreement;
2. This resolution shall be effective April 27, 2015.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 628-632.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**CHARLOTTE MECKLENBURG REGIONAL HOUSING CONSORTIUM  
JOINT COOPERATION AGREEMENT**

THIS AGREEMENT, is entered into effective July 1, 2012, by and between the City of Charlotte, a North Carolina municipal corporation, (herein called the "Lead Entity") and the geographically contiguous units of general local government as shown on the signature pages attached hereto which include the county of Mecklenburg, the towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville and governmental units located within said municipalities, (including the Lead Entity, each herein called a "Consortium Member" and, together with the Lead Entity, "Consortium Members", the "Consortium," the "Participating Jurisdiction," or the "parties"). Said Lead Entity and Consortium Members are each a general local governmental unit of the State of North Carolina, and are authorized to enter into this Agreement pursuant to North Carolina statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (herein called "the Act") authorizes units of general local government to enter into cooperation agreements to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, the Consortium Members desire to cooperate to undertake housing assistance activities under the HOME Program; and

WHEREAS, it is the desire of the Consortium Members that the Lead Entity act in a representative capacity for the Participating Jurisdiction as well as itself. The Consortium Members desire the Lead Entity to assume overall responsibility for ensuring that the Consortium's activities as established below, are carried out in compliance with the requirements of the Act, State and Federal regulations, program requirements and the Consolidated Plan for the Consortium;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. To cooperate, to undertake, or to assist in undertaking housing assistance activities for the HOME Program. The Consortium Members hereby authorize the Lead Entity to act in a representative capacity for the Participating Jurisdiction for the purposes of the HOME program and to submit for and receive HOME funding from the United States Department of Housing and Urban Development ("HUD"). The Consortium Members shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity all pertinent and necessary information and assist the Lead Entity in implementation of its HUD approved Consolidated Plan.
2. The Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME program activities are carried out in compliance with HOME rules, including the requirements of 24 CFR parts 91 and 92, and the Consolidated Plan.
3. The Consortium Members agree to affirmatively further fair housing within their respective jurisdictions and that any Consortium Member that does not affirmatively further fair housing within its own jurisdiction shall be prohibited from receiving HOME funds.

4. Subject to the Lead Entity's overall responsibility for HOME program compliance, the Lead Entity may seek input from the Charlotte Mecklenburg Regional Housing Consortium Board of Directors (the "Board") to provide policy direction for the operations of the Consortium.
5. The Lead Entity and the Consortium Members shall be responsible for providing matching funds required by federal regulations for any funds allocated for the Participating Jurisdiction. No Consortium Member shall refuse to provide matching funds required by its projects as required by HUD regulations and this Agreement. A Consortium Member who refuses to provide such matching funds shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of its failure to do so. Matching funds will not be required when the Consortium Member does not have a project within its jurisdiction. For purposes of this Agreement, matching funds are as defined by HUD federal regulations.
6. The Consortium Members hereby authorize the Lead Entity to submit a request for and receive HOME funding from HUD on behalf of the Consortium and to otherwise act on behalf of the Consortium.
7. The Consortium Members hereby authorize the Lead Entity to establish a local HOME Investment Trust fund for receipt of HOME funds and repayments as required by 24 CFR Part 92.503.
8. The Consortium Members shall cooperate in the implementation and monitoring of the HOME Program. The Lead Entity shall have the right and responsibility to monitor Consortium Members to assure compliance with all HOME requirements during both project implementation and any affordability period.
9. The Consortium Members shall be entitled to a pro rata portion of the HOME funding for eligible uses under the Act.
10. The Lead Entity currently receives an annual allocation of HOME funds. Should the Lead Entity's allocation decrease as a result of this Agreement, reimbursement to the Lead Entity may occur prior to the disbursement to Consortium members.
11. HOME Program funds under this Agreement shall revert to the Lead Entity for reallocation should the following occur for a Consortium Member:
  - (i) Eligible projects could not be identified; and
  - (ii) Matching resources could not be identified.
12. The Consortium Members agree that 15% of all HOME funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs) as defined in the Act and that have 501(c) tax exempt status as required by federal law. Proposed CHDOs must be approved by the Consortium.

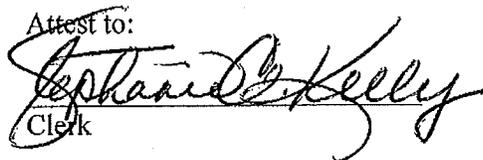
13. Subject to the administrative requirements of the program, the Lead Entity may utilize some program funds for administrative costs to the extent allowable by HUD.
14. The Consortium Board shall have the right to reallocate HOME Program funding to the Consortium to be used by other Consortium Members when a Consortium Member is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation of all HOME program funding to be used by the Consortium shall be determined by the Board before reallocation by HUD to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortium's adopted Consolidated Plan.
15. With reference to any program income and repayment generated from the HOME Funds, federal regulations shall govern placement of program income generated from HOME funds are repayments into the local trust fund. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on each Consortium Member's projects. Program Income and repayments on projects shall only be available to the Consortium Member for use on activities that are consistent with the Act, approved Consolidated Plan and must be approved by the Lead Entity.
16. The Consortium Members, as parties to the Consortium, shall direct all activities with respect to the Consortium, to the alleviation of housing problems in Mecklenburg County.
17. To the fullest extent permitted by law, the Consortium Members agree that each will save the other harmless due to the negligent acts of its employees, officers or agents, including volunteers or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any persons not a party to this agreement. The Consortium Members shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. Consortium Members shall immediately reimburse the Lead Entity in full for any and all expenses for which the Lead Entity shall become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a Consortium Member, such Consortium Member shall make such reimbursement in full.
18. The Consortium Members agree to remain in the Consortium during the three federal fiscal years for which the Consortium qualifies to receive HOME funds, October 1, 2012 through September 30, 2015. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable laws or until all HOME allocations are expended. The obligations of each of the parties shall remain in effect until all HOME allocations received by the Consortium are expended or such longer period as may be agreed to by the parties. Notwithstanding the foregoing, the Consortium Members have an obligation to abide by HOME requirements throughout the period of affordability of any HOME funded projects.
19. This Agreement shall automatically renew in successive three year qualification periods, unless a Consortium Member provides 120 days prior written notice of its election not to participate in a new qualification period. By the date specified in HUD's consortia designation notice or HOME consortia web page, the Lead Entity will notify each

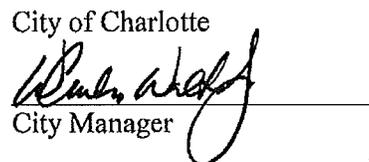
Consortium Member in writing of its right not to participate in the successive three -year qualification period, and by June 30 the Lead Entity will provide HUD's field office with copies of such communications and any Consortium Member's notice of intent not to participate in the new qualification period. Notwithstanding the foregoing, each Consortium Member shall adopt any amendment to this Agreement necessary to incorporate changes to meet HUD requirements for consortium agreements in subsequent three year qualification periods. If the Lead Entity fails to notify Consortium Members of their right not to participate in successive three year qualification periods or if it fails to submit any amendments to the Agreement to HUD, this Agreement will not automatically be renewed. The automatic renewal provisions will not apply when the Consortium adds a new member.

20. Should disputes arise between participants resulting in legal action, such actions shall be filed in the appropriate courts of Mecklenburg County, North Carolina.
21. The Lead Entity and Consortium Members agree to have the same program year for CDBG, HOME, ESG and HOPWA.
22. This Agreement is subject to HUD approval and the Consortium's receipt of HOME Investment Partnership funds.

**IN WITNESS WHEREOF**, the City of Charlotte, as Lead Entity and the Consortium Members, have caused this Agreement to be executed by a duly authorized official of each party.

**SIGNATURE**

Attest to:  
  
Clerk

City of Charlotte  
  
City Manager

- Attachment 1: Mecklenburg County Signature
- Attachment 2: Town of Cornelius Signature
- Attachment 3: Town of Davidson Signature
- Attachment 4: Town of Huntersville Signature
- Attachment 5: Town of Matthews Signature
- Attachment 6: Town of Mint Hill Signature
- Attachment 7: Town of Pineville Signature

**CHARLOTTE, NORTH CAROLINA  
CITY COUNCIL**

**RESOLUTION AUTHORIZING EXECUTION  
OF THE LAKE NORMAN PATROL INTERLOCAL AGREEMENT**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by an agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" (the "City-County Police Consolidation Agreement"); and

**WHEREAS**, the City of Charlotte, Mecklenburg County, and the Town of Cornelius have negotiated the Lake Norman Patrol Interlocal Agreement to transfer some of the lake patrol service responsibilities of the City under the City-County Police Consolidation Agreement to the Town of Cornelius; and

**WHEREAS**, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to jointly exercise any function which they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A, the City of Charlotte, Mecklenburg County, and the Town of Cornelius wish to enter into the Lake Norman Patrol Interlocal Agreement, a copy of which has been provided to the City Council. The Interlocal Agreement sets forth the Lake Norman law enforcement service responsibilities to be provided by the Cornelius Police Department, the remaining responsibilities of the Charlotte- Mecklenburg Police Department; and the financial arrangement between Mecklenburg County and the City of Charlotte, and between the Mecklenburg County and the Town of Cornelius, with respect thereto;

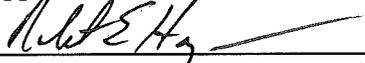
**NOW THEREFORE BE IT RESOLVED** that the Charlotte City Council hereby:

1. Approves and ratifies the attached Lake Norman Patrol Interlocal Agreement; and

2. Authorizes the City Manager to execute the Lake Norman Patrol Interlocal Agreement in substantially the form presented to City Council with technical corrections and minor modifications as he may deem necessary consistent with the spirit and intent of the transactions; and
3. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Lake Norman Patrol Interlocal Agreement; and
4. Directs that this Resolution be reflected in the minutes of the Charlotte City Council.

This 27th day of April, 2015.

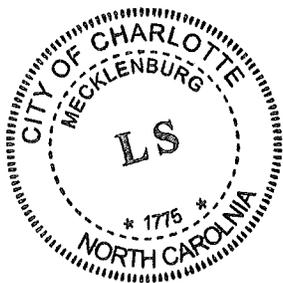
Approved as to form:

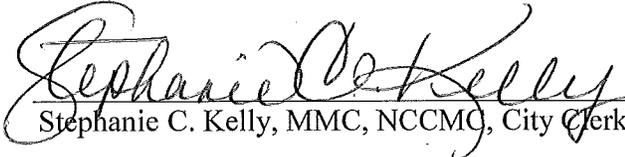
  
\_\_\_\_\_  
Assistant City Attorney

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 633-643.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**LAKE NORMAN PATROL INTERLOCAL AGREEMENT AMONG MECKLENBURG COUNTY, CITY OF CHARLOTTE, AND TOWN OF CORNELIUS**

This Interlocal Agreement ("Lake Norman Patrol Agreement" or this "Agreement") is effective as of the first day of July, 2015 among **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, the **CITY OF CHARLOTTE** (hereinafter the "City") a municipal corporation organized under the laws of the State of North Carolina, and the **TOWN OF CORNELIUS** (hereinafter the "Cornelius") a municipal corporation organized under the laws of the State of North Carolina

**WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments", which agreement as amended effective July 1, 1996, and amended subsequently by changes to Exhibit B, is hereinafter referred to as the "City-County Police Consolidation Agreement"; and

**WHEREAS**, the County, City and Cornelius have negotiated this Lake Norman Patrol Agreement to transfer some of the responsibilities of the City under the City-County Police Consolidation Agreement to patrol Lake Norman (sometimes herein referred to as "Lake") to Cornelius; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes, the County, the City and Cornelius wish to enter into this Lake Norman Patrol Agreement, an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Charlotte-Mecklenburg Police Department ("CMPD") on Lake Norman, the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") on Lake Norman, and the financial arrangement between the County and the City, and between the County and Cornelius, with respect thereto.

**NOW, THEREFORE**, in consideration of the premises and pursuant to the terms of this Lake Norman Patrol Agreement, the County, City and Cornelius agree as follows:

**1. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Charlotte-Mecklenburg Police Department ("CMPD") on Lake Norman, the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") on Lake Norman, and the financial arrangement between the County and the City, and between the County and Cornelius, with respect thereto.

2. Finance.

2.1 The current Charlotte-Mecklenburg Police Consolidation Agreement between the City and the County to finance law enforcement service to be provided by the City, including lake patrol services on Lake Norman, Mountain Island Lake and Lake Wylie, will remain in effect, except as modified by this Lake Norman Patrol Agreement.

2.2 The Attachment B to the Charlotte-Mecklenburg Police Consolidation Agreement will be revised by the City and County Managers to provide that for FY16, and for all future years, the County will pay the City \$469,000 for all of its lake patrol services for Lake Norman, Mountain Island Lake and Lake Wylie.

2.3 The County will provide Cornelius with annual payments of \$367,000, to be paid in 1/12<sup>th</sup> monthly installments, for primary lake patrol services to be provided by Cornelius for Lake Norman for the duration of this Lake Norman Patrol Agreement.. Cornelius will fund their lake patrol services in a minimum annual amount of \$207,000.

2.4 Additional funding of \$150,000 will be made available in FY16 by the County for enlarging the existing Boat House at Ramsey Creek Park to add another inside slip. The County will manage the improvement projects since the improvements will be made to a County owned property.

2.5 The County leases Ramsey Creek Park (Tax Parcel 001-061-55A) from Duke Energy and agrees to make the following portions and facilities at Ramsey Creek Park available for use by the City and Cornelius as follows:

a. Boat House, Pier and Fueling System.

By a separate lease agreement between the County and Cornelius, the Boat House, Pier and Fueling System at Ramsey Creek Park will be leased to Cornelius for use by both the City and Cornelius. Cornelius will be responsible for its agreement with the City for City use of this facility. Cornelius is to be responsible for all maintenance (to County standards) and for payment for all utilities. The lease from the County to Cornelius will be subject to the lease from Duke Energy. The County will be responsible for installing a system on the existing pump that will record how much fuel is used by the City and Cornelius. The City will arrange for the purchase of fuel from a supplier of its choice, and will bill Cornelius for the fuel consumed by Cornelius Police Department.

b. Fenced Yard adjacent to Boat House.

The County will give both the City and Cornelius a license to use this yard for outside storage.

- c. Former Caretaker's House.  
This structure will be leased to Cornelius for use by both the City and Cornelius. Cornelius is to be responsible for all maintenance (to County standards) and for payment for all utilities. Cornelius will be responsible for its agreement with the City for City use of this structure. The lease from the County to Cornelius will be subject to the lease from Duke Energy.
- d. Both the City and Cornelius are to have 24/7 access to each facility. This can be accomplished by providing keys to all officers. Each boat can be individually secured so that only officers from the appropriate agency can board and operate their agency's boat. In addition, storage lockers with separate keys for each agency should be placed inside the boathouse so that each agency can secure its equipment separately from the other.  
  
It is recommended that keys to the common areas of the Caretakers house be provided to all officers. Each agency should have offices where their individual workstations and equipment can be secured. These offices should be locked and keyed separately from the common entry key. Each officer assigned can then be issued a key for their agency's office.
- e. These leases and the license can become effective prior to July 1, 2015 to assist with the transition for primary lake patrol from the City to Cornelius.

**3. Town of Cornelius Duties and Obligations.**

3.1 Cornelius will provide primary law enforcement coverage for routine patrol of Lake Norman waters and shoreline within Mecklenburg County.

The Cornelius Lake Enforcement Unit ("Cornelius Lake Patrol") will be allocated eight (8) FTE's and will be supplemented by part-time, volunteer, and other on-duty units to allow for training, arrests processing, court and leave time. Land-based personnel will also provide back-up support as needed and when available.

3.2 Routine patrol includes enforcement of laws and ordinances, promoting boater safety, preventing law or safety violations and responding to emergencies. Routine patrol services will be provided and available by the Cornelius Lake Patrol three hundred sixty five days a year, twenty-four hours a day.

This function will be the primary role of the Cornelius Lake Patrol unit when not responding to calls. The Cornelius Lake Patrol will conduct regular patrols on the Lake as the volume of boat traffic and seasonal patterns dictate. The Cornelius Police Department will also patrol shoreline areas to deter criminal activity. This function will be conducted both day and night as required.

3.3 All 911 calls to the Charlotte-Mecklenburg Public Safety Answering Point (911 Call Center) related to Lake Norman waters will be directed to the Cornelius call center for dispatch to Cornelius Lake Patrol. Cornelius Lake Patrol will respond to emergency calls for service 24/7/365 within an average of 15 minutes. This measurement begins from the time the call is entered into the Cornelius Computer Aided Dispatch System (CAD) and ends when the boat is in motion on the water en route to the call. Cornelius Police Department expects to exceed this goal, however due to normal and expected additional duties required of any unit, including but not limited to boat maintenance, training, meetings, follow up investigative work, and event planning activities, some calls could exceed this expectation.

3.4 Cornelius Lake Patrol officers will have appropriate medical certifications and the appropriate training to enforce boating while impaired and N.C.G.S. Chapter 75A offenses.

3.5 The Cornelius Lake Patrol will coordinate with NC Wildlife and surrounding jurisdictions to develop standard protocol for lake enforcement operations and make use of existing Mutual Aid Agreements for emergency situations.

In addition to duties assigned to Cornelius, the Cornelius Lake Patrol will support all other agencies on the Lake or along the shoreline of Lake Norman when requested and when available to include assisting CMPD or any other agency in carrying out their individual missions when resources allow. Further, the Cornelius Lake Patrol will work with and share information, facilities, and equipment in a manner consistent with the spirit, not just the letter, of the agreement.

3.6 Cornelius Lake Patrol will compile and report monthly statistics to Mecklenburg County and the Lake Norman Marine Commission detailing the Lake patrol services within Mecklenburg County, including the number of calls for service (dispatched and on-view), number and type of citations and warnings issued, as well as safety checks made.

3.7 Any entity seeking police assistance with a special event on Lake Norman will be referred to the Cornelius Police Department. If the event is occurring when CMPD Lake Enforcement officers are on Lake Norman, CMPD will be on standby to handle any priority one call for service while Cornelius is staffing the

special event. CMPD Lake Enforcement officers will not be pulled from Mountain Island Lake or from an off-duty status to assist with a special event.

3.8 Cornelius Police Department will have Lake Patrol Officers on duty 24 hours per day, 7 days per week. Officers will perform routine patrols variable with the season.

**4. City of Charlotte Duties and Obligations.**

4.1 The Charlotte-Mecklenburg Police Consolidation Agreement between the City and the County to finance law enforcement service to be provided by the City, including lake patrol services on Lake Norman, Mountain Island Lake and Lake Wylie, will remain in effect, except as modified by this Lake Norman Patrol Agreement.

4.2 The Charlotte-Mecklenburg Police Department (CMPD) will be the primary agency to patrol infrastructures related to security on Lake Norman and its shoreline and Duke Energy property as authorized by Duke Energy.

Situational awareness” vs. regular routine security checks that will be provided by CMPD.

In the post 9/11 world, it is imperative that vigilance is maintained for the critical infrastructure of the Charlotte region. As such, situational awareness conducted by CMPD lake enforcement officers will focus on the critical infrastructure of the lake. Specifically, McGuire Nuclear Station, Cowan’s Ford Dam, and the two water intakes will be patrolled on a daily basis. During these patrols, officers will be checking for suspicious boats, persons, aircraft, or other items in the water near these locations. The officers will ensure that there are no boats or other items in the water near or within the buoyed area of the nuclear station, dam, or water intakes. Specifically regarding the water intakes, officers will check for any foreign objects attached to the structure such as ropes, wires, or cables.

4.3 CMPD will participate and be the lead Law Enforcement Agency for all drills required by Federal and/or State regulations for Lake Norman and its shoreline.

4.4 CMPD will be the lead Law Enforcement Agency within the Incident Command System and Unified Command System for any declared State of Emergency involving Lake Norman and/or its respective shoreline.

4.5 CMPD will be the lead Law Enforcement Agency and be part of the existing Charlotte-Mecklenburg Emergency Operations Plan (EOP) for any natural or man-made disasters affecting Lake Norman and assist other agencies as requested under State or Regional Mutual Assistance Agreements.

4.6 CMPD will be the lead Law Enforcement Agency contact for any natural or man-made disaster affecting Lake Norman and will assist other agencies as requested under State or Regional Mutual Assistance Agreements.

4.7 CMPD and the Town of Cornelius will enter into a Memorandum of Understanding concerning the use of shared boathouse and facilities to be provided for their use by Mecklenburg County and for other issues as may arise from time to time.

4.8 CMPD will be the lead Law Enforcement Agency and coordinate all law enforcement activities and associated events and exercises on Lake Norman associated with the Duke Energy – McGuire Nuclear Station. In addition, CMPD will be the lead Law Enforcement Agency within the Radiological Emergency Preparedness (REP) Program for real events and exercises on Lake Norman.

4.9 CMPD Lake Enforcement officers will be available to assist Cornelius with any priority one call when they are on Lake Norman. CMPD Lake Enforcement will respond from Mountain Island Lake or from an off-duty status to those incidents involving hostile actions against the nuclear station, the dam, or one of the water intakes. CMPD will assist at other times within existing mutual aid agreements when resources are available. Lake Officers that are off duty are considered to be “not available”.

CMPD prefers that all requests for assistance be made by police radio on the “North” talkgroup and that CMPD’s 911 communications center be used as a last resort.

4.10 CMPD’s North Division will have four Lake Enforcement Officers to handle responsibilities on both Lake Norman and Mountain Island Lake. The officers will have a situational awareness role on Lake Norman and a law enforcement / boating safety role on Mountain Island Lake.

The peak season schedule, May – September, will be 7 days a week. Officers will be scheduled during late afternoon and evening hours on Friday, Saturday, and Sunday. This will be to perform their boating safety role on Mountain Island Lake. On Monday through Thursday, they will be scheduled during daytime hours and will split their time between both lakes. The off-peak season schedule, October – April, will be 7 days a week and will be daytime hours. The officers will split their time between both lakes each day.

## 5. Personnel.

All personnel involved in providing law enforcement services pursuant to this Lake Norman Patrol Agreement on behalf of the City shall either be employees or agents of the City. Neither the County nor Cornelius, nor their elected officials, nor their agents, nor their

employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the City.

All personal involved in providing law enforcement services pursuant to this Lake Norman Patrol Agreement on behalf of Cornelius shall either be employees or agents of Cornelius. Neither the County nor the City, nor their elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of Cornelius.

**6. Property.**

Any real or personal property acquired by the City or Cornelius in connection with the services to be provided hereunder shall be owned solely by that government and shall remain the property of that unit of government after termination of this Lake Norman Patrol Agreement.

**7. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence arising from performance of duties and obligations specified in this Agreement, and to indemnify and hold each other harmless with respect to the claims for which it is responsible, to the fullest extent permitted by law.

**8. Term of Agreement.**

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Lake Norman Patrol Agreement is a three (3) year term with the right of the parties to extend the term of the Agreement an additional three (3) years.

**9. Termination of Agreement for Default.**

Failure of the County to provide the funds to the City as required by this Agreement is an event of default which would allow the City to terminate this Agreement as provided herein.

Failure of the County to provide the funds to Cornelius as required by this Agreement is an event of default which would allow Cornelius to terminate this Agreement as provided herein.

Failure of the County to provide use of Ramsey Creek Park as provided herein is an event of default which would enable the City or Cornelius to terminate this Agreement as provided herein.

Failure of the City to perform, in all material respects, the duties and obligations as required by this Lake Patrol Interlocal Agreement, is an event of default which would enable the County to terminate this Agreement as provided herein.

Failure of Cornelius to perform, in all material respects, the duties and obligations as required by this Lake Patrol Interlocal Agreement, is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the agreements to this Agreement as stated above, the other party stated above to have a right to terminate shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to correct the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit shall be waived. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement.

#### 10. Dispute Resolution Process.

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the Managers of the parties involved in such a dispute. Any dispute which cannot be resolved by the Managers will first be attempted to be resolved by mediation using a mediator selected by the Managers, and if not resolved by mediation within ninety (90) days after the first meeting of the Managers to attempt to resolve the dispute, then by binding arbitration. If the parties cannot agree upon the selection of a mediator and a process for mediation, or if mediation does not resolve any disputes, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator unless the Managers agree to a different arbitration process to be conducted by the American Arbitration Association. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

#### 11. Amendments.

Any amendments to this Lake Norman Patrol Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners, the Charlotte City Council and the Cornelius Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

**12. General Provisions**

12.1 All terms among the parties concerning the subject matter are contained in this Agreement.

12.3 Waiver of a term does not affect the right of a party to terminate this Agreement.

12.4 The parties agree that they are not made agents of each other by this Agreement.

12.5 The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners, the Charlotte City Council and the Cornelius Board of Commissioners.

**MECKLENBURG COUNTY**



Approved as to form

M A Bethune  
County Attorney

**CITY OF CHARLOTTE**



**TOWN OF CORNELIUS**



Approved as to form

William J. Brown  
Town Attorney

**RESOLUTION PASSED BY THE CITY COUNCIL  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON APRIL 27, 2015**

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

WHEREAS, the City of Charlotte will reimburse North Carolina Department of Transportation for the relocation and adjustment of Charlotte Water owned water and sewer lines at or near Sugar Creek Road and Norfolk Southern/North Carolina Railroad crossing.

WHEREAS, Charlotte Water will reimburse North Carolina Department of Transportation for actual costs not to exceed \$950,000; and

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

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

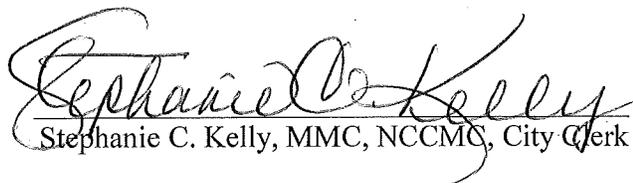
NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the Director of Charlotte Water and Clerk of the City of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

**CERTIFICATION**

I, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 644.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

April 27, 2015

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE AUTHORIZING AND RATIFYING THE EXECUTION OF A MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO FURTHER THE CHARLOTTE GATEWAY STATION PROJECT.

Councilmember

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

WHEREAS, pursuant to Section 136-18 of Chapter 136 of the North Carolina General Statutes, as amended, the North Carolina Department of Transportation (the Department) and units of local government of this State are authorized to enter into agreements with each other in order further transportation infrastructure in this State; and

WHEREAS, the Department and the City of Charlotte (City) have plans to jointly advance the property acquisition and construction of an intermodal transportation facility known as the Charlotte Gateway Station Project (the "Project"). The Project will be located in the general vicinity of Graham and Trade Streets and the Norfolk Southern (NS) railroad tracks in uptown Charlotte; and

WHEREAS, this proposed Municipal Agreement outlines an understanding of the Department, doing business through its Public Transportation Division and Rail Division, and the City, doing business through its public transit department, the Charlotte Area Transit System ("CATS"), (hereinafter referred to as the "Parties") concerning the planning, design, construction and operation of the Project; and

WHEREAS, the Federal Transit Administration (FTA) is providing grant funding for the Project and requires that the Department, as partner with the City in the planning, design, construction and operation of the Project, be bound by legal agreement to the same federal grant procedures and regulations as the City (being the Grantee); and

WHEREAS, this proposed Municipal Agreement supersedes and replaces in total the Municipal Agreement signed by the Parties in May, 2009;

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

1. Approves and ratifies the proposed Municipal Agreement between the City of Charlotte and the North Carolina Department of Transportation;
2. Authorizes the City Manager and/or his designees to execute the agreement consistent with the terms as presented to City Council with such technical corrections and modifications as may be necessary to effect the spirit and intent of the agreement;
3. Authorizes the Chief Executive Officer of the Charlotte Area Transit System to undertake all activities and measures necessary to fulfill the obligations of the City pursuant to the Municipal Agreement;
4. Directs that this resolution and its adoption be reflected in the minutes of the Charlotte City Council.

**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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 645-654.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



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

NORTH CAROLINA  
MECKLENBURG COUNTY  
NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

April \_\_\_\_\_, 2015

MUNICIPAL AGREEMENT

AND

CITY OF CHARLOTTE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the Department, and the CITY OF CHARLOTTE, a municipal corporation, hereinafter referred to as the Municipality;

WITNESSETH:

WHEREAS, the Department and the Municipality have plans to jointly advance the property acquisition and construction of an intermodal transportation facility known as the Charlotte Gateway Station Project (the "Project"). The Project will be located in the general vicinity of Graham and Trade Streets and the Norfolk Southern (NS) railroad tracks in uptown Charlotte; and

WHEREAS, the Department and the Municipality have agreed that federal grant funding via the Federal Transit Administration (FTA) is critical to the Project and that additional funding through the newly enacted State of North Carolina Strategic Transportation Investment (STI) program and/or the Transportation Investment Generating Economic Recovery (TIGER Discretionary Grant) program may be pursued as well; and,

WHEREAS, the Department and the Municipality have agreed that the Municipality shall be (and has been) the applicant for such federal grants; and that either the Department or the Municipality may apply for funding through the STI and/or TIGER in the future; and

WHEREAS, the FTA requires that the Department, as partner with the Municipality in the planning, design, construction and operation of the Project, be bound by legal agreement to the same federal grant procedures and regulations as the Municipality (being the Grantee); and

WHEREAS, this Agreement outlines an understanding of the Department, doing business through its Public Transportation Division and Rail Division, and the Municipality, doing business through its public transit department, the Charlotte Area Transit System ("CATS"), (hereinafter referred to as the "Parties") concerning the planning, design, construction and operation of the Project; and .

WHEREAS, This Agreement supersedes and replaces in total the Municipal Agreement signed by the Parties in May, 2009.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, and hereby incorporate the above recitals by reference into this Agreement and adopt the following guidelines for decision-making:

**Development Responsibilities of the Parties**

1. **Project Coordination:** The Parties agree that each has an interest in the Project, and in securing such federal and state funds as may be or become available for acquiring property and for the planning, design, construction and operation of the Project. Therefore

the Parties acknowledge each other's responsibility to coordinate and communicate in the development of and review of the deliverables and work product for the Project, including any applications for directed funding.. The Parties shall cooperate to determine what those deliverables specifically will be, but it is anticipated that such deliverables will include surveys, real property title documents, environmental impact statements, preliminary designs, feasibility studies, final designs, cost estimates, grant documents, and any other documents in any form necessary to develop, construct, and operate the Project. The Parties shall cooperate to insure that all deliverables are saved and can be transmitted in an electronic format in order to provide easy communication and archiving of records. Each Party will review and comment upon such documents for the other Party without charge as the Parties pursuant to the division of costs and labor as the Parties may agree.

2. **Project Funding:** The Parties recognize that a variety of funding sources, including federal, state, local and private, are likely to be used to acquire property, plan, design, construct and operate the Project and that the use of funding from specific sources may subject the Project to various legal requirements and obligations. The Parties shall collaborate to determine which entity is the appropriate party to seek future federal, state, local or private funding. The Parties shall cooperate and support each other's efforts to secure said funding for purposes of the Project.
3. **Property Acquisition:** Responsibility for acquisition of the real property required for and included in the Project shall be as set forth below, and as more particularly identified

on Attachment A, which is hereby incorporated into and made a part of the agreement by reference: In addition, any real property included in the Project shall be acquired in accordance with all applicable state and federal law, including but not limited to the Uniform Relocation Act (URA) cited as 49 CFR Part 24.

The City/CATS:

- a) Property west of the rail line (as previously acquired by the City/CATS)
- b) Property adjacent to Graham Street, referred to as the NCDOT Main Block (excluding the current Greyhound property) as further described in Section 4 below.
- c) Any other property deemed necessary and appropriate for purposes of the Project

The Department/NCDOT:

- a) The property currently owned and occupied by Greyhound
- b) Parcels adjacent to existing NS tracks located between Stonewall Street and 9<sup>th</sup> Street (as previously acquired by the Department)

**4. Funding of Property Acquisition:** Subject to all required approvals, including the City's use of grant funds previously secured for purposes of the Project, the City shall acquire the Main Block property (in whole or in part) currently owned by the Department for purposes of construction of the Project. Subject to all required approvals, the Department agrees that it shall use the proceeds (in whole or in part) derived from the City's acquisition of its Main Block property to acquire the property currently owned and operated by Greyhound. If

any proceeds remain after the Department's purchase of the current Greyhound property, the Department agrees to utilize those remaining proceeds for purposes of the Project. The Greyhound property shall be utilized for purposes of construction of the Project. A separate Agreement(s) will be developed between the Parties to address this item and shall be submitted for approval/adoption by the governing Boards and regulatory bodies of the Parties.

**5. Project Delivery:** The Parties may opt to plan, design, finance, construct and operate the Project directly or procure the services of a private or public Third Party Developer to provide such services either in whole or in part.

In addition to any funds or financing a Third Party Developer may provide to plan, design, finance, construct or operate the Project, the Parties specifically acknowledge that funds previously secured by the Municipality from the FTA will be used to plan, design, finance, construct and operate the Project. The FTA requires that the party receiving the Federal funds (the "Grantee"), which is the Municipality for purposes of the Project, adhere to the conditions and covenants of the grant agreements during the implementation and operation of the Project. Including but not limited to the FTA's Master Agreement as well as the common grant rules cited at 49 CFR Part 18. Accordingly, it is necessary for the Department, as a partner in the Project, to agree to adhere to the same conditions and covenants of the grant agreements during the planning, design, construction and operation of the Project to the extent allowed by North Carolina law. Therefore:

A. The Parties acknowledge and agree to comply with these conditions and covenants.

- B. The Parties further agree that in the event a private or public Third Party Developer is sought to plan, design, construct and operate the Project, any agreement with said Third Party Developer, and any solicitation documents used to procure the services of said Third Party Developer, shall, consistent with North Carolina law, include the following (or similar language) as required by the FTA:
- a. "The Project is being financed, in part, with funds provided by the United States Department of Transportation (USDOT) through the Federal Transit Administration ("FTA") and, therefore, the property and improvements are referred to as federally assisted assets which are subject to the Master Agreement and the conditions of the common grant rules of the FTA.
  - b. Any funding provided by FTA anticipates that the Parties will develop such assets to include mass transit/public transportation improvements, but also may desire to additionally develop the property to enhance the effectiveness of the public transportation improvements by including other uses, including transit oriented development or other compatible uses. The FTA has developed Guidance to encourage and guide Grantees as they seek proposals to develop federally assisted assets to ensure that Grantees comply with FTA's grant rules, including, but not limited to, the demonstration of "satisfactory continuing control" over Project property and assets. In addition to the conditions of the common grant rules, the FTA Guidance related to development and use of federally assisted assets is commonly referred to as the Joint Development Guidance, FTA C 7050.1 dated 8/25/2014. The Joint Development Guidance shall be attached to any RFQ or RFP that seeks a Third Party Developer. All proposers to an RFQ or RFP are encouraged to review this document.
- C. The Municipality will be responsible for obtaining any required FTA approval of the selection of any Third Party Developer procured as a result of this solicitation as well as the approval of the FTA of any future development plan generated by the selected Third Party Developer for the Project. Proposers shall not contact the FTA directly

regarding compliance with the Project's grant funding requirements or any of the requirements outlined in this solicitation document.

D. In any dealings with the FTA, the Municipality shall make its best efforts to represent the interests of the Department with regard to use of said property for intercity passenger rail service and/or commuter rail transit.

6. **Notice to the Parties:** The Parties shall each designate a single point of contact (the "POC") for their respective organizations to act as the Party's primary POC to coordinate all aspects of the Project.

7. **Amendments:** This Agreement may be amended from time to time as necessary. Such amendments shall be by written addendum and executed by both Parties.

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, as evidenced by the attached certified copy of Resolution, Action, Ordinance, or Charter Provision, as the case may be.

CITY OF CHARLOTTE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
John M. Muth  
Interim Chief Executive Officer - CATS

NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jeff Mann  
Deputy Secretary for Transit

APPROVED AS TO EXECUTION:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

**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:

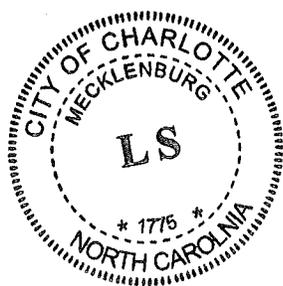
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of April 2015 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 655-657.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**Property Tax Refund Requests**

ALLSTATE INSURANCE CO 32036 3 RESOURCE SQUARE	\$ 3,395.48
ALLSTATE INSURANCE CO 32036 3 RESOURCE SQUARE	3,018.20
ARTIS SR, DAVID	210.92
AYRSLEY APARTMENT DEVELOPERS LLC	418.31
B X HOLDINGS LLC	215.74
BARTON CONTRACTING INC	626.45
BAUCOM, GLENDA	64.68
BLACK, DENNIS E	318.77
BLUEDOT MEDICAL INC	252.14
BLUEDOT MEDICAL INC	255.57
BLUEDOT MEDICAL INC	30.65
BLUEDOT MEDICAL INC	49.91
BORUM, JOHN R,JR	563.61
BROWN, MERLE	223.43
BUILDERS OF HOPE	1,085.04
BULLARD, HOMER THOMAS	69.73
BX HOLDINGS LLC	3,448.92
CAR PROVIDENCE COMMONS LLC	167.33
CARTER, CLARENCE	632.19
CITY OF CHARLOTTE	48.65
CITY OF CHARLOTTE, .	149.41
COOGAN, THOMAS	4.34
CZEKAJ, LUKASZ G	37.43
DELANEY, HUDOLPHUS	75.11
DICICCO, JAMES DAVID	26.24
FAMILY HEALTH AND HUMAN SERVIC ES	43.34
GALLERIA VILLAGE-CHARLOTTE LLC	4,140.57
GIONZALEZ, JOSE A CEDENO	47.00
GULLICKSON, MATTHEW ALAN	386.50
HENDRICK AUTOMOTIVE GROUP	2,526.01
HENDRICK AUTOMOTIVE GROUP	2,105.01
HESTER, KATHERINE	9.09
HILL, MARY A	160.81
HILL, MARY A	41.52
JLB SOUTHLINE LLC	1,906.89
JLB SOUTHLINE LLC	2,026.87
JULIA GORELIK DR DDS PC	74.99
MARTIN, THOMAS I	408.01
MCCAIN, DEANNA R	143.42
MCCALL BROTHERS INC	4.55

MCGIRT TRUCKING CO	502.71
MEENDERING, HARLAN DALE	33.04
MEENDERING, HARLAN DALE	385.83
PARKS HOLDINGS LLC	89.58
PEFROMANCE REHAB ASSOCIATES, PC	27.96
PL COLISEUM LP	269.68
POLITSCH, JEFFREY WILLIAM	18.91
QUAIL CORNERS ASSOCIATES LLC	225.40
SAMOS PARTNERSHIP	538.39
SHANDS, DEMARCO T	47.00
SRL HOLDINGS LLC	198.83
STEGALL, GORDON	807.01
STEGALL, GORDON	807.01
STRIMIKE, DAVID	495.42
TYVOLA CROSSING II LLC	133.58
TYVOLA CROSSING II LLC	50.62
US BANK N.A.-DISTRICT 5	143.62
US BANK NATIONAL ASSOC	4,140.57
US BANK NATIONAL ASSOC	4,440.94
VERMEER MID ATLANTIC INC	880.47
VERMEER MID ATLANTIC INC - CAROLINAS	1,505.13
VERMEER MID ATLANTIC INC - CAROLINAS	1,979.72
VERMEER MID ATLANTIC INC - CAROLINAS	616.15
VERMEER MID ATLANTIC INC - CAROLINAS	1,373.13
WAKEFIELD, DEXTER B	466.28
WESTERLY HILLS CENTER PARTNERS LLC	3,032.49
WILORA LAKE PARTNERS LP	12,734.48
	<u>\$ 65,356.78</u>

April 27, 2015

Resolution Book 46, Page 657A

**RESOLUTION AUTHORIZING THE SALE OF PARCEL 2 OF SURPLUS I-277 RIGHT OF WAY BY THE UPSET BID PROCESS**

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer to purchase the property; and

WHEREAS, the City has received an offer to purchase the property described above in the amount of \$12,200,000, submitted by Pollack Shores Development, LLC, a Georgia limited liability company, and/or its assigns (“Pollack”); and

WHEREAS, Pollack has paid or will pay the required five percent (5%) deposit on its offer:

THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE RESOLVES THAT:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269 and accepts the offer by Pollack as the initial offer.
2. A notice of the proposed sale shall be published in accordance with the statute. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City of Charlotte Real Estate Manager in the Charlotte Mecklenburg Government Center by 12:00 PM (Noon) on the 11<sup>th</sup> day after the notice is published. If a qualifying higher bid is received, that bid will become the new offer.
4. If a qualifying higher bid is received, a new notice of upset bid shall be published, and this process shall be repeated until a 10-day period has passed without any qualifying higher bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer, and equals or exceeds all other material terms of the previous offer to the advantage of the City.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The bid may be made in cash, cashier’s check, certified check, or wire transfer. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder pursuant to the terms of the purchase contract.
7. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted, and the appropriate City officials are authorized to execute all instruments necessary to convey the property to Pollack Shores Development, LLC and/or its assigns.

Adopted April 27, 2015

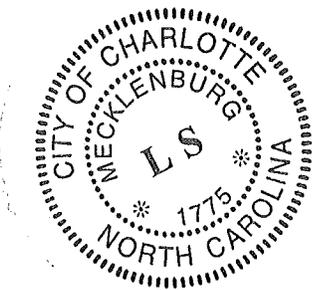
April 27, 2015

Resolution Book 46, Page 657B

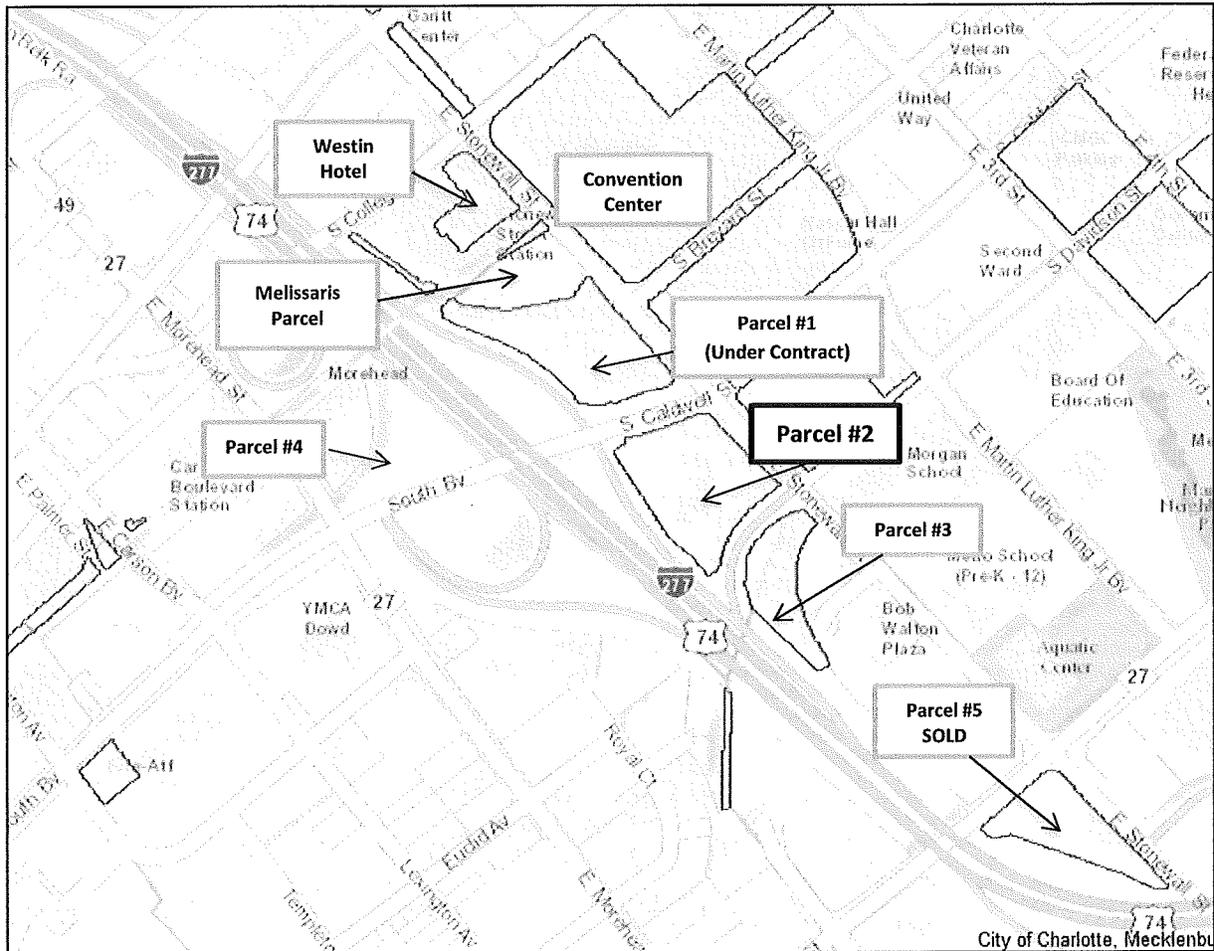
CERTIFICATION

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of April, 2015 the reference having been made in Minute Book 138, and recorded in full in Resolution Book 46, Page(s) 657A-657C.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of April, 2015.



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



**Location Map: Sale of Parcel 2, Interstate-277 Surplus Land  
(Council District 1)**