

April 3, 1978  
Resolutions Book 13 - Page 220

RESOLUTION OF THE CHARLOTTE CITY COUNCIL SCHEDULING A  
BOND REFERENDUM ON TUESDAY, JUNE 20, 1978, ON THE ISSUANCE  
OF \$47 MILLION OF AIRPORT GENERAL OBLIGATION BONDS.

WHEREAS, the growth of air travel at Douglas Municipal Airport has continued at a rate which has made a substantial impact on the present terminal facilities; and

WHEREAS, to meet these growth needs and to provide for future orderly growth, extensive study and planning revealed that a new passenger terminal and related facilities should be constructed and ready for occupancy by 1982; and

WHEREAS, General Obligation Bond financing presents the most efficient and economical means of financing the City's cost in the development and construction of a new passenger terminal and related facilities; and

WHEREAS, the City's cost is projected to require \$47 Million in General Obligation Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session duly assembled, that a General Obligation Bond referendum in the amount of \$47 Million for airport bonds be scheduled for Tuesday, June 20, 1978, to seek voter approval for these much needed facilities; and that the City Manager, the Director of Finance and the City Attorney are hereby directed to take the necessary steps to schedule the referendum on this date.

This 3rd day of April, 1978.

Approved as to form:

Henry W. Underhill Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, 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 3rd day of April, 1978, the reference having been made in Minute Book 67, page       , and recorded in full in Resolutions Book 13, page 220.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 5th day of April, 1978.

Ruth Armstrong  
Ruth Armstrong, City Clerk

EXTRACT FROM THE MINUTES OF A regular  
MEETING OF THE City Council  
HELD ON April 3, 19 78

The following Resolution was introduced by Councilman Selden  
seconded by Councilman Short read in full, considered and  
adopted:

RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING AND RATIFYING  
THE EXECUTION OF GRANT AGREEMENT FOR PROJECT NO. 6-37-0012-13 BETWEEN  
THE UNITED STATES OF AMERICA AND the City of Charlotte, North Carolina

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

SECTION 1. That said City Council hereby authorizes,  
adopts, approves, accepts and ratifies the execution of Grant Agreement  
between the Federal Aviation Administration on behalf of the United States  
of America and the City of Charlotte, North Carolina.

SECTION 2. That the execution of said Grant Agreement in quadruplicate  
on behalf of said City Council of the City of Charlotte, North Carolina  
by Kenneth Harris, Mayor

and the impression of the official seal of the City of Charlotte  
and the attestation of said execution by Ruth Armstrong,  
(If there is no seal, so state.)

City Clerk is hereby authorized, adopted, approved,  
accepted and ratified.

SECTION 3. That the Airport Manager is hereby authorized  
(Title of Position, Airport  
Manager, City Manager, etc.)  
to execute payment requests under this Grant Agreement on behalf of said  
City Council of the City of Charlotte, North Carolina.

SECTION 4. That the Grant Agreement referred to hereinabove shall  
be attached hereto and made a part of this Resolution as though it were  
fully copied herein.

SO FORM 5100-18 (10/75) (Supersedes previous edition)

Read, approved and adopted by the City Council of the City of Charlotte,  
North Carolina, in regular session convened on the 3rd day of April, 1978,  
the reference having been made in Minute Book 67, and is recorded in full  
in Resolutions Book 13, at page 221.

Ruth Armstrong  
City Clerk

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer MAR 30 1978

Douglas Municipal

Airport

Project No. 6-37-0012-13

Contract No. DOT-FA-78-SO-11121

TO: City of Charlotte, North Carolina  
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 15, 1978, for a grant of Federal funds for a project for development of the Douglas Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct base course for Runway 18R/36L (10,000' x 150') and parallel and connecting taxiways (excluding high speed diagonal taxiways); approach clearing for Runway 36L; construct concrete encased electrical duct from Runway 18R/36L to new ATCT.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided. THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, seventy five percent (75%) from funds appropriated under the Airport and Airway Development Act of 1970.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$1,503,081.
2. The Sponsor shall:
  - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
  - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
  - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Application For Federal Assistance (For Construction Programs), that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before April 30, 1978, or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of 24 September 1965 and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of 24 September 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require.

for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965 with a contractor debarred from, or who has not assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The Sponsor's financial records of the project, established, maintained, and made available to personnel of the FAA in conformity to Section 152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) will also be available to representatives of the Comptroller General of the United States.
10. It is understood and agreed that the term "Project Application" wherever it appears in this agreement or other documents constituting a part of this agreement shall be deemed to mean "Application For Federal Assistance (For Construction Programs)."
11. The Sponsor will send a copy of all Invitations for Bids, advertised or negotiated, for concessions or other businesses at the airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office. The Sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to Invitations for Bids shall be treated in the same manner as all other responses to the Invitations for Bids.

Compliance with the preceding paragraph will be deemed to constitute compliance by the Sponsor with requirements of 49 CFR 21 Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.

- 12. It is understood and agreed that no part of the federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.
  
- 13. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,
  - (A) The Sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the EPA List of Violating Facilities.
  
  - (B) The Sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
  
  - (C) The Sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.
  
  - (D) The Sponsor agrees that it will include, or cause to be included, in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in these subparagraphs.
  
- 14. Assurance Number 18 of Part V of the Project Application incorporated herein is amended by including at the end of the second sentence the following language:

"including the requirement that each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act of 1958, using the Airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory conditions as are applicable to all such air carriers which make similar use of the Airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combines passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers. This provision shall not require the reformation of any lease or other contract entered into by the Sponsor before July 12, 1976."

15. The Grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. For the purposes of this provision, "Minority Business Enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, Blacks not of Hispanic origin; persons of Hispanic origin, Asians or Pacific Islanders; American Indians; and Alaskan Natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.
16. a. The parties hereto recognize that a continuing need exists for parking space for government owned and controlled automotive equipment used or assigned for use in serving FAA facilities and equipment on and in the vicinity of the airport. It is agreed by the parties hereto that parking spaces for such automotive equipment is presently being provided without charge and that such arrangement will continue in effect until such time as the parties may reach a new and written agreement in such matters.
- b. The parties hereto further recognize the need for adequate parking space for motor vehicles used by FAA employees in providing them with transportation to their place of employment and assigned duty stations on the airport. It is fully understood by and between the parties hereto that the sponsor has made adequate parking space available to the FAA employees and that such parking space will continue to be made available to such FAA employees on terms that are as favorable as those provided to the sponsor's employees and the employees of others having duty stations on the airport. It is agreed that such arrangement will continue in effect until the parties have reached a new and written agreement concerning such matters.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By.....  
(TITLE)

Chief, Airports District Office  
Part-II-Acceptance

The City of Charlotte, North Carolina, does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this..... day of....., 19.....

City of Charlotte, North Carolina...  
(Name of Sponsor)

(SEAL)

By .....  
Title .....

Attest: .....

Title:.....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ....., acting as Attorney for the City of Charlotte, N.C.,  
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of... North Carolina ....., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at .....this..... day of....., 19.....

.....  
Title .....

April 3, 1978  
Resolutions Book 13 - Page 230

A RESOLUTION OF THE CHARLOTTE CITY COUNCIL REQUESTING A  
PLAN TO CONSOLIDATE THE CITY AND COUNTY PARK AND RECREA-  
TION DEPARTMENTS.

BE IT RESOLVED that the Charlotte City Council requests the City and County Managers to jointly consider the feasibility and requirements of consolidating the City and County Park and Recreation Departments, and provide the City Council and the Board of County Commissioners with a plan for achieving such a consolidation.

This 3rd day of April, 1978

Approved as to form:

Henry W. Underhill Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, 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 3rd day of April, 1978, the reference having been made in Minute Book 67, page         , and recorded in full in Resolutions Book 13, page 230.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 5th day of April, 1978.

Ruth Armstrong  
Ruth Armstrong, City Clerk

A RESOLUTION TO RESCIND AUTHORIZATION TO INSTITUTE CONDEMNATION PROCEEDINGS AGAINST PROPERTY BELONGING TO THE ESTATE OF FRANK O. RATCLIFFE FOR THE DISCOVERY PLACE PROJECT.

WHEREAS, on December 12, 1977, the City Council of the City of Charlotte did authorize the institution of condemnation proceedings for the acquisition of property belonging to the Estate of Frank O. Ratcliffe for the Discovery Place Project; and

WHEREAS, since this action had been taken, the above named parties have, by written agreement, granted the City the necessary easement required to complete the work of this project, making it no longer necessary to institute condemnation proceedings against these owners.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte that authorization previously granted to institute condemnation proceedings against the parties named above, is hereby rescinded.

Approved as to form:

Henry W. Underhill Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, 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 3rd day of April, 1978, and the reference having been made in Minute Book 67, page \_\_\_\_\_, and recorded in full in Resolutions Book 13, page 231.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 5th day of April, 1978.

Ruth Armstrong  
Ruth Armstrong, City Clerk

"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE  
APPROVING EXCHANGE OF PROPERTY IN THE FOURTH WARD  
URBAN RENEWAL AREA BETWEEN THE CITY OF CHARLOTTE  
AND ROBERT C. WHITTON AND WIFE, SUSAN S. WHITTON"

WHEREAS, the City Council of the City of Charlotte has approved a project to develop a public park within the block bounded by West 7th, North Poplar, West 6th, and North Pine Streets in the City of Charlotte; and

WHEREAS, Robert C. Whitton and wife, Susan S. Whitton, own property on North Poplar Street designated as Tract B, on the plat attached hereto as Exhibit No. 1, prepared by the Department of Public Works, Engineering Division, entitled "Proposed Land Exchange, City of Charlotte and Robert C. Whitton, West Seventh Street at North Poplar Street," 1,696 square feet of which property will be required by the City of Charlotte for better alignment or squaring off of property lines; and

WHEREAS, the City owns land adjacent to the property of Robert C. Whitton and wife, Susan S. Whitton, referred to above and designated as Tract D on said Exhibit No. 1; and

WHEREAS, negotiations with Robert C. Whitton and wife, Susan S. Whitton, have disclosed that the owners are willing to and have agreed to convey to the City of Charlotte Tract B, consisting of 1,696 square feet of land, needed for better alignment or squaring off of the property lines, and pay the City the sum of \$2,515.00, which is the difference between the value of the City-owned land and the Robert C. Whitton and wife, Susan S. Whitton, land, and in exchange the City will convey to Robert C. Whitton and wife, Susan S. Whitton, Tract D, consisting of 2,891 square feet of land, all as depicted on the plat attached hereto as Exhibit No. 1.

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

1. Finds that the City of Charlotte will receive a full and fair consideration in exchanging Tract D, consisting of 2,891 square feet of land, for Tract B, consisting of 1,696 square feet of land, and payment of \$2,515.00, which is the difference between the value of the City-owned land and the Robert C. Whitton and wife, Susan S. Whitton, land as depicted on the plat attached hereto as Exhibit No. 1; and

2. Approves the exchange of Tract D, owned by the City of Charlotte and consisting of 2,891 square feet of land, for Tract B, owned by Robert C. Whitton and wife, Susan S. Whitton, consisting of 1,696 square feet of land, and the payment of \$2,515.00, which is the difference between the value of the City-owned land and the Robert C. Whitton and wife, Susan S. Whitton, land, all as depicted on the plat attached hereto as Exhibit No. 1.

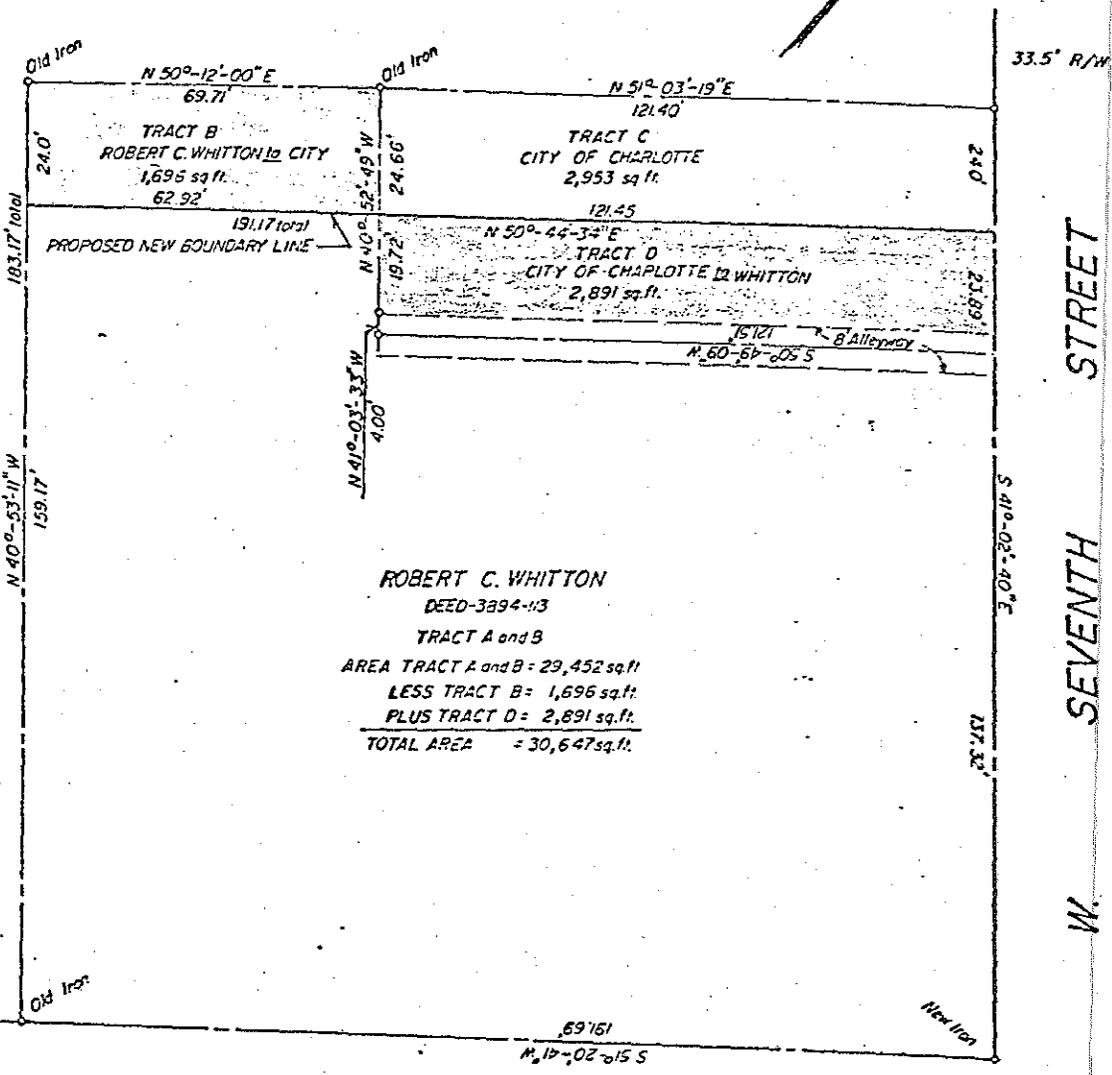
Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 3rd day of April, 1978, the reference having been made in Minute Book 67, and is recorded in full in Resolutions Book 13, at Page 232-233.

Ruth Armstrong, City Clerk

- CITY OF CHARLOTTE -

CITY OF CHARLOTTE  
 DEED- 3948-563  
 TRACT C and D  
 AREA TRACT C and D = 5,844 sq.ft.  
 LESS TRACT D = 2,891 sq.ft.  
 PLUS TRACT B = 1,656 sq.ft.  
 TOTAL AREA = 4,649 sq.ft.

EXHIBIT NO. 1

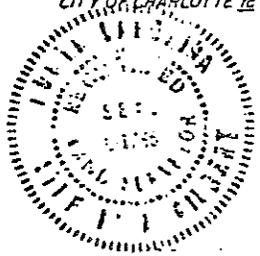


ROBERT C. WHITTON  
 DEED-3894-13  
 TRACT A and B  
 AREA TRACT A and B = 29,452 sq.ft.  
 LESS TRACT B = 1,696 sq.ft.  
 PLUS TRACT D = 2,891 sq.ft.  
 TOTAL AREA = 30,647 sq.ft.

N. POPLAR STREET

ROBERT C. WHITTON to CITY OF CHARLOTTE (TRACT B) 1,696 sq.ft.  
 CITY OF CHARLOTTE to ROBERT C. WHITTON (TRACT D) 2,891 sq.ft.

NOTE: Property interests shown on this plat were obtained by a final survey. Subsequent error in deed DEED 3863-453



This plat was prepared under my supervision, *Stephen A. Kelbert*  
 N. C. Reg. Surveyor No. 4-1765

CITY OF CHARLOTTE NORTH CAROLINA DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		
REVISIONS	PROPOSED LAND EXCHANGE CITY OF CHARLOTTE AND ROBERT C. WHITTON	JOB NO
	WEST SEVENTH STREET AT NORTH POPLAR STREET	FILE NO
DRAWN BY JVS		SHEET
CHECKED BY		1
CITY ENGINEER	DATE NOV. 29, 1977 SCALE 1" = 30'	OF
		1

April 3, 1978  
Resolutions Book 13 - Page 234

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENCROACHMENT AGREEMENT WITH SOUTHERN RAILWAY SYSTEM - HUNTERSVILLE SEWER PRESSURE LINE  
516-78-106 631.07

BE IT RESOLVED by the City Council of the City of Charlotte, that the Mayor and City Clerk are hereby authorized to execute an Encroachment Agreement with the Southern Railway System to construct and maintain a 6 inch sanitary sewer pressure line upon the right of way and beneath the railroad track. Said 6 inch sanitary sewer pressure line to cross beneath Southern Railway Company's track at a point located 2,005 feet southerly from Mile Post 15 and shall be encased in 60 linear feet of 14 inch steel casing at Huntersville, North Carolina. The City is to pay Fifty Dollars (\$50.00) to the railroad for administrative costs.

Approved as to form:

Henry W. Underhill Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, City Clerk for 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 a regular session convened on the 3rd day of April, 1978, the reference having been made in Minute Book 67, page \_\_\_\_\_, and recorded in full in Resolutions Book 13, page 234.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the 5th day of April, 1978.

Ruth Armstrong  
City Clerk

bc/nw

A RESOLUTION AUTHORIZING THE REFUND  
OF CERTAIN 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 collected taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers made demand in writing for refund of the amounts set out on the schedule within eight years from the date the amounts were due to be paid.
3. The amounts listed on the schedule were collected through clerical error or by a tax illegally levied and assessed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 3rd day of April, 19 78, that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded the amounts therein set out and that the schedule and this resolution be spread upon the minutes of this meeting.

Approved as to form:

Henry W. Chandler, Jr.  
City Attorney

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 3rd day of April, 1978, the reference having been made in Minute Book 67, and is recorded in full in Resolutions Book 13, at Page 235.

Ruth Armstrong, City Clerk

TAXPAYERS AND REFUNDS REQUESTED

<u>NAME</u>	<u>AMOUNT OF REFUND REQUESTED</u>	<u>REASON</u>
Coble Dairy Products Cooperative, Inc.	\$866.40 =====	Illegal

April 3, 1978  
Resolutions Book 13 - Page 236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE CALLING A JOINT PUBLIC HEARING TO BE HELD BY THE COUNCIL AND THE CHARLOTTE-MECKLENBURG HISTORIC PROPERTIES COMMISSION ON THE QUESTION OF THE DESIGNATIONS OF THE RESIDENTIAL STRUCTURE KNOWN AS THE "McMANAWAY HOUSE"; THE STRUCTURE KNOWN AS THE "KENMORE HOTEL" (FORMERLY ST. PETER'S HOSPITAL); AND THE STRUCTURE KNOWN AS THE "INDEPENDENCE BUILDING" AS HISTORIC PROPERTIES.

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WHEREAS, the Charlotte-Mecklenburg Historic Properties Commission has made investigations and reports on the historic, architectural, educational and cultural significance of the buildings described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Properties Commission has recommended that the City Council adopt an ordinance designating the buildings described below as historic properties pursuant to Part 3B, Article 19 of Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Properties Commission has determined that the buildings described below meet the criteria for inclusion on the National Register of Historic Places established by the National Historic Preservation Act of 1966, Public Law 89-655, 16 U.S.C.A., Section 470(a), as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina, that the City Council and the Charlotte-Mecklenburg Historic Properties Commission will hold joint public hearings in the Board Room on the second floor of the Education Center, 701 East 2nd Street, at 8:00 p.m. on the 17th day of April, 1978, at which time interested parties will have an opportunity to be heard on the question of the designation of the following buildings as historic properties:

The residential structure known as the "McManaway House" located at 1700 Queens Road in Charlotte, North Carolina, and being situated on a tract of property more particularly described in a document recorded in the Mecklenburg Public Registry in Book 3939 at Page 288.

The structure known as the "Kenmore Hotel" (formerly St. Peter's Hospital) located at 225-231 North Poplar Street in Charlotte, North Carolina, and being situated on a tract of property more particularly described in a document recorded in the Mecklenburg Public Registry in Book 3547 at Page 206.

The structure known as the "Independence Building" located at 100-102 West Trade Street in Charlotte, North Carolina, and being situated on a tract of property more particularly described in a document recorded in the Mecklenburg Public Registry in Book 3684 at Page 386.

BE IT FURTHER RESOLVED that written notice of said public hearing will be mailed to all property owners and occupants of the buildings described above, and that additional notice of said public hearing be given by publication in a local newspaper of general circulation, all notices to conform to applicable law.

Approved as to form:

Henry W. Claden, Jr.  
City Attorney

CERTIFICATION

I, Ruth Armstrong, 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 3rd day of April, 1978, and the reference having been made in Minute Book 67, page         , and recorded in full in Resolutions Book 13, page 236-237.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 5th day of April, 1978.

Ruth Armstrong  
Ruth Armstrong, City Clerk

April 3, 1978  
Resolutions Book 13 - Page 238

RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE A PORTION OF  
COKER AVENUE LOCATED BELOW MRS. JOHN C. WENTZ'S PROPERTY LINE AND  
EXTENDING SOUTH FROM THERE TO A BRANCH IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA.

WHEREAS, The Enderly Park Neighborhood Organization has filed a Petition to close a portion of Coker Avenue in the City of Charlotte; and

WHEREAS, the portion of Coker Avenue petitioned to be closed lies south of Coker Avenue's intersection with Maury Street, below Mrs. John C. Wentz's lot line and extending from there to a branch which is the northerly boundary of properties facing on Freedom Drive as shown on a map marked "Exhibit A", and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, at its regularly scheduled session of April 3, 1978, that it intends to close that portion of Coker Avenue lying between the northerly property line of Mrs. John C. Wentz and the branch, said street or portion thereof being more particularly described on a map and by a metes and bounds description available for inspection in the City Clerk's Office, and hereby calls a public hearing on the question to be held at 3:00 p.m., on Monday, the 8th day of May, 1978, at City Hall, Council Chamber. The City Clerk is hereby directed to publish a copy of this resolution in MECKLENBURG TIMES, once a week for four successive weeks next preceding the date fixed here for such hearing, as required by N.C.G.S. 160A-299, and further, the petitioner is directed to send by registered or certified mail a copy of this resolution to all owners of property adjoining the said street (or portion thereof as shown on the county tax records. The petitioner is also directed to prominently post a notice of the closing and public hearing in at least two places along said portion of Coker Avenue.

Read, approved and adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 3rd day of April, 1978, the reference having been made in Minute Book 67, and is recorded in full in Resolutions Book 13, at page 238.

Ruth Armstrong, City Clerk