

**CHARLOTTE, NORTH CAROLINA
CITY COUNCIL**

**RESOLUTION AUTHORIZING EXECUTION OF THE AAA BASEBALL AND
RECREATION GRANT AGREEMENT
BETWEEN THE
CITY OF CHARLOTTE AND KNIGHTS BASEBALL, LLC**

WHEREAS, Mecklenburg County and Knights Baseball, LLC (the “Knights”) entered into that certain Development and Economic Grant Agreement dated November 20, 2007, as amended, (the “County Development Agreement”) and that certain Lease Agreement for the Stadium Site dated March 18, 2008, as amended, (the “County Lease Agreement”) through which Mecklenburg County supports the development of a AAA minor league baseball stadium and related improvements in the area of the City of Charlotte (the “City”) known as Uptown Charlotte; and

WHEREAS, the Knights have requested that the City provide support to the AAA baseball stadium project in the amount of \$8,000,000.00 net present value; and

WHEREAS, the area in which the AAA baseball stadium will be located is currently underdeveloped and provides a minimal contribution to the cultural and economic vitality of the City; and

WHEREAS, the City recognizes the importance of improving the vitality of the City by increasing opportunities for recreation, tourism, economic development, job creation and expansion of the tax base; and

WHEREAS, the Charlotte City Council has carefully considered the Knights’ request by holding a series of City Council Economic Development Committee meetings and meetings of the full City Council; by reviewing materials analyzing the potential impact of a minor league baseball stadium on Uptown Charlotte; by reviewing materials submitted by interested members of the public; and by discussing various funding options; and

WHEREAS, the Charlotte City Council’s determination after its extensive review of the AAA baseball project is that its financial support of the AAA baseball stadium will create, increase and enhance opportunities for recreation, tourism, economic development, job creation and expansion of the tax base; and

WHEREAS, Charlotte Center City Partners has agreed to contribute \$750,000.00 net present value of the City’s total \$8,000,000.000 net present value contribution to the AAA baseball stadium project.

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

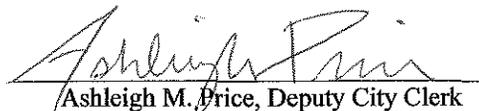
1. Approves and authorizes the execution of the attached AAA Baseball Stadium and Recreation Grant Agreement with the Knights (the “Grant Agreement”); and

2. Approves and authorizes the execution of the attached Memorandum of Understanding with Charlotte Center City Partners (the "MOU"); and
3. Authorizes the City Manager to take all action necessary to effectuate the transactions contemplated by the Grant Agreement and the MOU; and
4. Directs that this resolution be reflected in the minutes of the Charlotte City Council.

CERTIFICATION

I, Ashleigh Martin, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 11th day June, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (691-724).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of June, 2012.


Ashleigh M. Price, Deputy City Clerk



AAA BASEBALL STADIUM AND RECREATION GRANT AGREEMENT

THIS AAA BASEBALL AND RECREATION GRANT AGREEMENT (this “**Agreement**”), entered into as of this ___ day of _____, 2012, by and between Knights Baseball, LLC, Inc., a North Carolina limited liability company (the “**Knights**”), and the CITY OF CHARLOTTE, a North Carolina municipal corporation (the “**City**”).

RECITALS:

WHEREAS, Mecklenburg County (the “**County**”) and the Knights entered into that certain Development and Economic Grant Agreement dated November 20, 2007, as amended through June 11, 2012 (the “**County Development Agreement**”) and that certain Lease Agreement for the Stadium Site dated March 18, 2008, as amended through June 11, 2012 (the “**County Lease Agreement**”) through which the County supports the development of a Triple-A (“AAA”) minor league baseball stadium and related improvements in Uptown Charlotte; and

WHEREAS, the area in which the AAA baseball stadium will be located is currently underdeveloped and provides a minimal contribution to the tax base; and

WHEREAS, the City recognizes the importance of increasing opportunities for economic development, commercial development, job creation and expansion of the tax base for the public benefit; and

WHEREAS, the Stadium, the Stadium Site and the Commercial Development contemplated by the County Development Agreement and the County Lease Agreement will facilitate such economic development, commercial development, job creation, and expansion of the tax base through the addition of an estimated \$350,000,000.00 in construction value, and over \$200,000,000.00 in assessed value over the next 10 years; and

WHEREAS, the Stadium and the Stadium Site will also provide and promote tourism, recreation and entertainment for the citizens of and visitors to the City; and

WHEREAS, the City has the authority to make economic development grants that will increase its taxable property and business prospects and to support recreation facilities such as coliseums and stadiums (G.S. 158-7.1(a), G.S. 160A-353, G.S. 160A-489, G.S. 160A-536 and S.L. 2001-402); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **County Development Agreement and County Lease Agreement.** The County Development Agreement and the County Lease Agreement are incorporated herein by reference.

2. **Definitions.** To the extent capitalized terms are not otherwise herein defined, they shall have the meaning ascribed to them in the County Lease Agreement.

“Business Day” means a day of the year that is not a Saturday, Sunday, legal holiday or day on which national banks located in Charlotte, North Carolina are required or authorized to be closed.

“Fiscal Year” means the fiscal year of the City which extends from July 1 to June 30th of the immediately following calendar year. For example, fiscal year 2013 extends from July 1, 2012 to June 30, 2013.

“Municipal Service District” means those certain municipal service districts known as MSD 1, established in by the City Council in 1978; and MSD 2 and MSD 3, established by City Council in 1985, the boundaries of which have been and may be altered from time to time by the City Council.

“Municipal Service District Tax Funded Installment Payment” shall mean the onetime payment of \$229,346.76 and the subsequent nineteen (19) equal annual installment payments of \$50,694.33. Such installment payments shall not exceed \$750,000.00 net present value. For purposes of this Agreement, net present value assumes a six percent (6%) annual discount rate.

“Occupancy Tax Funded Installment Payment” shall mean the twenty (20) equal annual installment payments of \$632,088.04 made by the City to the Knights. Such installment payments shall not exceed \$7,250,000.00 net present value. For purposes of this Agreement, net present value assumes a six percent (6%) annual discount rate.

“Stadium” means a stadium to be constructed and operated by the Knights on the Stadium Site, as more fully described in the County Development Agreement and providing a minimum of 10,000 seats and dimensions and facilities suitable and in compliance with Minor League Baseball Requirements for the conduct of, and attendance by patrons at Professional Baseball Games.

“Stadium Project” means and includes the Stadium, the Commercial Development and all other buildings, structures, facilities parking lots, utilities and other improvements owned by and built or placed on the Stadium Site by or on behalf of the Knights from time to time during the term of the County Lease Agreement for use by the Knights or any of their tenants.

“Stadium Site” means that certain parcel of land, rights of way and easements located on the site generally bounded by South Graham, South Mint, West Martin Luther King Jr. Blvd., and West Fourth Streets in Uptown Charlotte, North Carolina as more fully described in the County Lease Agreement.

“State” means the State of North Carolina.

“Substantial Completion or Substantially Complete” mean and refer to the condition occurring when the Knights Baseball Stadium and all other improvements constructed on the Stadium Site (but not including the Commercial Development) have been completed, a temporary or permanent certificate of occupancy has been issued and a substantial completion

certificate in the Form of AIA G-704, or comparable form, Signed by the Architect for the Stadium has been delivered to the County.

“**Traffic Control Agreement**” shall mean that certain Charlotte Minor League Baseball Traffic Control and Public Safety Agreement by and between the City and the Knights dated September 26, 2007.

3. **Knights Obligations.**

a. As more fully set forth in the County Development Agreement and the County Lease Agreement, the Knights shall, at their sole cost and expense, develop, construct, maintain and operate the Stadium and such other improvements that constitute the Stadium Project. The Knights shall have the sole responsibility for managing and operating the Stadium and the Stadium Project. The City shall have no obligation whatsoever to maintain any part or portion of the Stadium or the Stadium Project and shall have no responsibility to fund any construction cost overruns, operating losses, make capital expenditures or provide other financial assistance or assurances to the Knights in connection with the ownership and operation of the Stadium or Stadium Project, except as provided in this Agreement. Notwithstanding the foregoing, the City shall continue to maintain any infrastructure and improvements that are customarily the responsibility of a municipality to maintain.

b. The Knights shall use the Stadium and the Stadium Site primarily and continuously for the operation of a professional baseball stadium and the conduct of Professional Baseball Games during the term of and subject to the County Lease Agreement.

c. The Knights agree to cooperate with and to coordinate special Stadium event programming with the City, the Charlotte Regional Visitors Authority, Charlotte Center City Partners and the Mecklenburg County Parks and Recreation Department.

4. **City Obligations.**

a. **Occupancy Tax Funded Installment Payment.** The City agrees to make twenty (20) equal annual Occupancy Tax Funded Installment Payments with a cumulative total of \$7,250,000.00 net present value beginning on or around June 1 of the calendar year that immediately follows the date of Substantial Completion of the Stadium and the playing of a regular season of baseball for the Knights therein. The funding source for such installment payments is the occupancy tax authorized by S.L. 2001-402. In the event that this Agreement is terminated at any time prior to the payment of the final Occupancy Tax Funded Installment Payment, the City’s obligation to make Occupancy Tax Funded Installment Payments shall cease upon such termination.

b. **Municipal Service District Tax Funded Installment Payment.** The City agrees to make twenty (20) annual Municipal Service District Tax Funded Installment Payments with a cumulative total of \$750,000.00 net present value. The first payment shall be a one-time payment of \$229,346.76 made on or around June 1 of the calendar year that immediately follows the date of Substantial Completion of the Stadium and the playing of a regular season of baseball therein. The City shall make the remaining installment payments on or around June 1 of each of the subsequent nineteen (19) calendar years. The funding source for such installment payments

is the tax imposed on the service district established pursuant to N.C. Gen. Stat. §160A-542. In the event this Agreement is terminated at any time prior to the payment of the final Municipal Service District Tax Funded Installment Payment, the City's obligation to make Municipal Service District Tax Funded Installment Payments shall cease upon such termination.

5. **Amendment of Traffic Control Agreement.** The City and the Knights hereby mutually agree that the Traffic Control Agreement shall be amended to delete Sections 3.1, 3.2 and 3.3 and to modify Sections 7.2 and 7.3 effective as of the date of this Agreement.

6. **SBE Plan.** The Knights shall adhere to the provisions of the SBE Participation Plan attached hereto as **Exhibit A.**

7. **Commercial Non-Discrimination Policy.** The Knights understand that the City has adopted a Commercial Non-Discrimination Policy as set out in Chapter 2, Article V of the Charlotte City Code, and agrees to comply with all applicable provisions of said Policy.

8. **Term.** This Agreement shall commence upon execution hereof by all parties hereto and shall continue, unless sooner terminated as herein provided, until the City has made its last payment pursuant to Section 4. The City shall have the right to terminate this Agreement if grounds for termination exist under the County Development Agreement or the County Lease Agreement or if such agreements are terminated. Notwithstanding the foregoing, the Knights may terminate this Agreement at any time upon written notice to the City if in their discretion they decide not to move forward with the Stadium Project.

9. **Notices.** All notices concerning this Agreement should be addressed as follows:

If to the City:

City of Charlotte
Neighborhood & Business Services Director
Attn: Patrick T. Mumford
600 East Trade Street
Charlotte, NC 28202

If to the Knights:

Don Beaver
Beaver Sports Properties, Inc.
P.O. Box 601
Conover, NC 28613

Charlotte Knights Baseball Club:

Attn: General Manager
2280 Deerfield Drive
Fort Mill, SC 29715

With a courtesy copy to:

Jonathan Fine
Fine Strategies
jfine@finestrategies.com

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

10. **Default.** In addition to any default described elsewhere in this Agreement, the Knights shall be in default under this Agreement if they are in default under the County Development Agreement or the County Lease Agreement. In the event the Knights are in default under this Agreement, the City shall have the right to exercise such rights and remedies as are expressly available to the County in the County Development Agreement and the County Lease Agreement and any other rights and remedies available at law or in equity or as otherwise set forth in this Agreement, including, without limitation, the right to immediately terminate this Agreement and cease Occupancy Tax Funded Installment Payments and Municipal Service District Tax Funded Installment Payments. Notwithstanding the foregoing, the City shall not terminate this Agreement as a result of the Knights' default under the County Development Agreement or the County Lease Agreement unless and until the Knights have failed to remedy such default within any applicable cure periods available in the County Development Agreement or the County Lease Agreement.

11. **Attorneys' Fees.** If as a result of any litigation in which the City is a party (i) the Knights fail to commence construction of the Stadium in accordance with the terms of the County Lease Agreement or (ii) the Knights commence construction of the Stadium, but fail to Substantially Complete the Stadium in accordance with the terms of the County Lease Agreement, the Knights shall reimburse the City for all of the City's attorneys' fees incurred in connection with defending itself during the course of such litigation. Without limiting the generality of the foregoing, attorneys' fees shall be determined at the normal hourly rates charged by the person doing the work, regardless of whether said fee bears a reasonable relationship to the relief obtained.

12. **No Third Party Rights.** This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

13. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

14. **Assignment.** The Knights may sell, assign or transfer its rights under this Agreement to any person or entity that acquires all or substantially all of the Knights' interest in the Stadium Project. The Knights shall have the right to transfer, assign, convey, pledge or encumber, in whole or in part, any or all of its rights to any benefits, proceeds or receipts to which it is entitled under this Agreement as security in connection with a loan transaction in support of Stadium construction or operation of the Knights' business.

15. **Applicable Law.** This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

16. **Interpretation.** Each of the parties hereto has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall

not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("prior agreements"), written oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

18. **Amendment.** No amendment or modification to the Agreement shall be valid unless in writing and signed by both parties to this Agreement.

19. **Captions.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument.

21. **Further Assurances.** The parties hereto hereby agree to execute and deliver to the other party, from time to time, upon request, such reasonable documentation as is necessary to assure, confirm, reaffirm, correct, perfect, evidence or consummate more fully the transactions and obligations set forth herein or in any extensions or modifications hereof. The City Manager shall be authorized, and hereby is authorized, to execute any such further reasonable documentation on behalf of the City.

22. **Limitation on Damages.**

IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF SUCH PARTY OR ANY OF ITS AFFILIATES OR RELATED PARTIES, except that the foregoing limitation of liability shall not apply to any act or failure to act of a party constituting gross negligence, willful misconduct or bad faith that results in the other party's inability to consummate the transactions contemplated in this Agreement.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

KNIGHTS BASEBALL, LLC

By: _____

Name: _____

Title: _____

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____

Name: _____

Title: _____

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

Finance Officer

EXHIBIT A

SBE Participation Plan

[See Attached]

**KNIGHTS STADIUM PROJECT
SBE, MBE and WBE
Participation Plan**

The Knights Baseball, LLC ("Developer"), the City of Charlotte (the "City") and Mecklenburg County (the "County") have adopted this Participation Plan in the connection with the construction of a minor-league baseball stadium ("Knights Stadium") in the City of Charlotte, Mecklenburg County as more particularly described in that certain Economic Development Grant Agreement between Developer and the City. The objective of this Participation Plan is to increase the utilization of Small Business Enterprises, Minority Business Enterprises and Women Business Enterprises (all as defined herein) in Knights Stadium.

1. **Definitions.** For purposes of this Participation Plan, the following terms shall have the meanings assigned below. Capitalized terms that are not defined in this Participation Plan shall have the meanings set forth in the Economic Development Grant Agreement.

1.1. **Aggregate MWSBE Goal:** The aggregate project goal set forth in **Section 2** of this Participation Agreement regarding the utilization of all SBEs, MBEs and WBEs on the Target Work.

1.2. **Business Day:** Any day on which the majority of employees working at the Charlotte Mecklenburg Government Center are required to report for work.

1.3. **City:** City of Charlotte, a North Carolina municipal corporation.

1.4. **Commercially Useful Function:** Responsibility for either supplying goods or executing a distinct element of the work of a Target Contract (meaning actual performance or supervision of the work). To determine whether an MWSBE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors will be evaluated.

1.5. **Construction Managers:** The companies that Developer contracts with directly to manage construction on the Project, including without limitation Rodgers Builders, Barton Malow Company and R.J. Leeper Construction, LLC.

1.6. **Contract Goals:** The SBE, MBE, WBE and Aggregate MWSBE utilization goals established for a Target Contract pursuant to **Section 3** of this Participation Plan (which shall be stated as a percentage of the total amount of the Target Contract).

1.7. **Contractor:** Any person or entity that enters into a Target Contract, whether with Developer or another Contractor on the Project.

1.8. **County:** Mecklenburg County, North Carolina, a political subdivision of the State of North Carolina.

1.9. **Developer:** Knights Baseball, LLC, a North Carolina corporation, its successors and assigns.

1.10. **Economic Development Grant Agreement:** The Economic Development Grant Agreement for Knights Stadium between the Developer and the City.

1.11. **Good Faith Efforts (or GFEs):** The good faith efforts requirements attached to this Participation Plan as **Schedule 1**. To "employ" Good Faith Efforts means to earn the Minimum GFE Points, as defined in Schedule 1.

1.12. **Minority Business Enterprise (MBE):** An entity that qualifies as a Minority Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as a Historically Underutilized Business by the State of North Carolina (provided that until the State certification program goes into effect in the Charlotte area, the Parties will accept certification as a Minority Business Enterprise by the City or the County).

1.13. **Modified GFEs or Modified Good Faith Efforts:** The requirements a Contractor must meet to solicit MWSBEs with respect to a New Opportunity, as expressly set forth herein.

1.14. **MWSBE:** SBEs, MBEs and/or WBEs, individually and collectively as the context dictates.

1.15. **Minority, Women, and Small Business Enterprises Program (MWSBE Program):** The Minority, Women, and Small Business Enterprises Program, adopted by the County and as revised from time to time.

1.16. **Participation Commitments:** The SBE, MBE, WBE and Aggregate MWSBE utilization percentages that a Contractor commits to achieve for a Target Contract at or prior to contract award (which shall be stated as a percentage of the total amount of the Target Contract). The Participation Commitment will be the same percentage(s) stated in the Contractor's bid or proposal unless modified by mutual written agreement of the Contractor and Developer.

1.17. **Party or Parties:** Developer, the City and/or the County, individually or collectively as the context dictates.

1.18. **Project:** The design, construction and other work necessary to complete the Knights Stadium.

1.19. **Project Goals:** The goals set forth in **Section 2** of this Participation Plan for the utilization of SBEs, MBEs, WBEs and Aggregate MWSBEs on the Target Work. Project Goals are stated as a percentage of the total amount paid for the Target Work.

1.20. **Small Business Enterprise (SBE):** A Business Enterprise that is certified by the City under Part E of the SBO Program as meeting all of the requirements for SBE certification.

1.21. **Small Business Opportunity Program (SBO Program):** The Small Business Opportunity Program adopted by the City and as revised from time to time.

1.22. **State.** The State of North Carolina.

1.23. **Substitute Contract Goal.** A Contract Goal unilaterally set by the City or the County following a breach of Section 3 by the Developer or a Contractor, provided that such Substitute Contract Goals shall not require MWSBE participation greater than what reasonably could be achieved (or could have been achieved) by employing Good Faith Efforts with respect to that particular Target Contract.

1.24. **Target Contract:** A contract for any portion of the Target Work where there are reasonable opportunities for engaging one or more MWSBEs to perform a Commercially Useful Function in connection therewith and the total amount paid for the Target Work on that contract exceeds \$50,000.00. If the City or County notifies Developer that such opportunities exist for a particular contract or type of contract, then that contract will be considered a Target Contract unless Developer demonstrates to the reasonable satisfaction of the City or County that no such opportunities exist. If new opportunities for subcontracting to MWSBEs arise after the contract is entered into and is anticipated to have a contract price in excess of \$50,000.00, it shall be considered a New Opportunity on a Target Contract (as defined in **Section 11.1** below) from that point forward. Developer will confer with the City in the event of questions about whether a particular agreement warrants classification as a Target Contract.

1.25. **Target Work:** All professional services (including without limitation all design, engineering, geotechnical, traffic consulting and environmental services), hauling, excavation, construction and construction-related work (including without limitation installation of sidewalks, subsurface, masonry, electrical and utility installations, traffic signal and related items) undertaken in connection with the Project, but excluding any architecture work that has been contracted for as of the date of the Economic Development Grant Agreement. As of the date of the Economic Development Grant Agreement, the Target Work that will be bid out by the Construction Managers is estimated to be approximately \$36,000,000.

1.26. **Women Business Enterprise (WBE):** An entity that qualifies as a Women Business Enterprise under N.C. Gen. Stat. § 143-128, and that has been certified as a Historically Underutilized Business by the State of North Carolina (provided that until the State certification program goes into effect in the Charlotte area, the Parties will accept certification as a Women Business Enterprise by the City or the County).

2. **Project Goals.**

2.1. **Agreed Project Goals.** In connection with the Project, Developer has adopted the following Project Goals:

SBE Goal: 5% of the total Target Work to be performed by SBEs

MBE Goal: 11% of the total Target Work to be performed by MBEs;

WBE Goal: 5% of the total Target Work to be performed by WBEs;

Aggregate MWSBE Goal: 16% of the total Target Work performed by SBEs, MBEs or WBEs, in the aggregate.

It is acknowledged that Developer shall use diligent efforts to meet each of the individual SBE, MBE and WBE Project Goals.

2.2. **Entities Certified In Multiple Categories.** In measuring Project Goal attainment, a firm that could potentially satisfy the requirements for being both an MBE and a WBE shall be counted only in the category for which it is actually certified by the State (meaning the category that it would count as for purposes of State contracts). A firm that is certified as both an SBE by the City and as either an MBE or WBE by the State shall be counted in both the SBE category and the applicable MBE or WBE category. For example, work committed to an SBE that is also an MBE shall count toward both the SBE and MBE Project Goals. For this reason, Project Goals will be established and tracked separately for each type of MWSBE, and also in the aggregate for the Aggregate MWSBE Goal.

2.3. **Measuring Project Goal Attainment:** To measure Project Goal attainment, Developer will track and report to the City and County on a quarterly basis:

2.3.1. a list of all Target Contracts that are ongoing at any point during the quarter;

2.3.2. the actual dollar amount committed to SBEs, MBEs or WBEs on each Target Contract during the quarter (and totaled for all Target Contracts during the quarter), including the name of each MWSBE,

2.3.3. the actual dollar amount actually paid to SBEs, MBEs or WBEs on each Target Contract during the quarter (and totaled for all Target Contracts during quarter), including the name of each MWSBE;

- 2.3.4. the total dollar amount paid out on each Target Contract during the quarter (and totaled for all Target Work during the quarter);
- 2.3.5. the percentage utilization for each category of MWSBE, calculated by dividing the amounts paid to SBEs, MBEs and WBEs on each Target Contract by the total amount paid on the Target Contract (calculated separately for each MWSBE);
- 2.3.6. the percentage utilization achieved to date, calculated by dividing the amounts paid to MWSBEs on all Target Contracts to date by the total amount paid for Target Work to date (calculated separately for each type of MWSBE and in the aggregate);
- 2.3.7. a list of all contracts that are ongoing at any point in the quarter that are not Target Contracts; and
- 2.3.8. a list of all contracts and Target Contracts that Developer expects to put out for bids or proposals during the two (2) upcoming quarters, if any.

The quarterly report shall be in the form attached as **Schedule 2**, and shall contain such additional information as is contained therein.

Notwithstanding anything contained herein to the contrary, payments to the Construction Managers will not count towards the Project Goals, the Contract Goals or the Aggregate MWSBE Goal.

2.4. **No Double Counting of the Same Contract Dollars.** Developer will promote the utilization of SBE, MBE and WBE firms as both first-tier and lower-tier subcontractors and suppliers in order to meet the Project Goals. Notwithstanding the foregoing, Developer will not be allowed to receive credit towards a single Project Goal for the same contracting dollars twice. For instance, if Developer receives credit toward a single Project Goal for amounts paid to a particular SBE as a first-tier subcontractor in connection with a specified portion of the Target Work, Developer will not also be able to receive credit towards the same Project Goal for any amounts paid by that first tier SBE subcontractor to a second-tier or lower tier SBE subcontractor in connection with performing the applicable portion of the Target Work.

2.5. **MWSBEs Applicable for Credit Towards Target Goals.** Developer shall receive credit toward the Project Goals only for those MWSBEs that:

- 2.5.1. Are certified MWSBEs; and
- 2.5.2. Will actually perform a Commercially Useful Function; and
- 2.5.3. Will perform a portion of the Target Work within the area(s) for which they are certified as an MWSBE unless Developer or Contractor provides documentation satisfactory to the City or the County, as applicable, showing that the MWSBE has performed similar work in the past. Documentation to satisfy this requirement may include invoices showing the MWSBE has previously performed such work.

2.6. **Using MWSBEs with Respect to Contracts not Identified as Target Contracts.** Developer shall receive credit towards the Project Goals for using MWSBEs with respect to contracts for services related to the Project that were not previously identified as Target Contracts as long as the criteria set forth in **Section 2.5** are met.

2.7. **Calculating MWSBE Participation Based on Type of MWSBE.** Developer shall received credit towards the Project Goals for MWSBE participation as set forth below:

- 2.7.1. **MWSBE Subcontractor.** If Developer or Contractor utilizes a MWSBE as a contractor to perform services, Developer shall receive credit towards the Project Goals based on 100% of the value of the Commercially Useful Function the applicable MWSBE performs in connection with the Project.
- 2.7.2. **MWSBE Manufacturer or Regular Dealer.** Developer shall receive credit towards the Project Goals based on 100% of all expenditures for materials, supplies and equipment obtained from a MWSBE manufacturer, supplier or dealer of goods used in connection with the Project.
- 2.7.3. **MWSBE Broker or Packager.** Developer shall receive credit towards the Project Goals based on 100% of any fees or commissions charged by a MWSBE broker or packager providing a Commercially Useful Function toward the Project Goals, provided that the fee or commission is commercially reasonable and not excessive as compared with fees customarily charged for similar services in the region. A Commercially Useful Function by a MWSBE broker or packager shall include providing professional, technical, consultant or managerial services and assistance to procure essential personnel, facilities, equipment, materials or supplies in connection with the performance of the Target Work.

3. **Approval of Contract Goals.** At least fifteen (15) days prior to soliciting bids or proposals for any Target Contract anticipated to have a contract price greater than \$200,000, Developer will propose in writing Contract Goals for the applicable Target Contract, which proposal shall be subject to approval by the City and County (not to be unreasonably withheld, conditioned or delayed). Such proposed Contract Goals shall fairly reflect the potential SBE, MBE, WBE and Aggregate MWSBE utilization that may reasonably be achieved employing Good Faith Efforts with respect to that particular Target Contract. Additionally, such Contract Goals shall, in the aggregate, be reasonably sufficient to enable Developer to meet the overall Project Goals for the Target Work. The City and County will approve or reject such proposed Contract Goals within five (5) Business Days after receipt of Developer's written request, and if timely rejected; the City and County will promptly confer with Developer regarding the basis for any rejection, including but not limited to stating their specific objections to Developer within such five (5) Business Day period and suggesting therewith any modifications to the proposed Contract Goals which might make the proposal acceptable to them (but which modifications may in no event be more strict than Contract Goals which may reasonably be achieved by employing Good Faith Efforts in accordance with this Participation Plan). Developer may re-submit its proposed Contract Goals for the Target Contract in the event of any prior rightful rejection thereof. In the event the City and County do not timely reject such Contract Goals within such five (5) Business Day period after receipt of Developer's written request, the proposed Contract Goals shall be deemed approved for all purposes hereunder. Developer is responsible for monitoring and enforcing compliance with this **Section** by Contractors.

4. **Notice of Contracts Not Expected To Exceed \$200,000.** At least ten (10) days prior to soliciting bids or proposals for any Target Contract anticipated to have a contract price of \$200,000 or less, Developer shall notify the City and County of the upcoming solicitation, and will use reasonable efforts (which are hereby acknowledged to be a lesser standard than the Good Faith Efforts standard otherwise set forth herein) to recruit SBEs, MBEs and WBEs to participate in the Target Contract. Developer is responsible for monitoring and enforcing compliance with this **Section** by Contractors.

5. **Good Faith Efforts Requirement.** For each Target Contract subject to **Section 3** hereof, Developer shall (i) either: (a) meet the Contract Goals and Project Goals with Participation Commitments, or (b) meet the Aggregate MWSBE Contract Goals and Aggregate MWSBE Project Goals with Participation Commitments, or (c) employ Good Faith Efforts to meet the Contract Goals and Project Goals; and (ii) shall require each Contractor with which Developer is under contract and that will be subcontracting out part of the Target Work to either: (a) meet the Contract Goals and Project Goals with Participation Commitments; or (b) meet the Aggregate MWSBE Contract Goals and Aggregate MWSBE Project Goals with Participation Commitments, or (c) employ Good Faith Efforts to meet the Contract Goals and Project Goals. It is understood that notwithstanding the allowance of Aggregate MWSBE Goals for Target Contracts and for this Project, Developer shall use diligent efforts to meet each of the individual SBE, MBE and WBE Project Goals for the Project as a whole, and such diligent efforts shall include outreach through the City and County to ensure that all categories of SBE, MBE and WBE firms are solicited for Target Work opportunities and are provided an opportunity to submit bids for such work.

6. **Reporting.**

6.1. **Quarterly Reports.** Each quarter, Developer will provide the City and the County with the quarterly report described in **Section 2.3**. Developer shall provide the quarterly reports within thirty (30) days after the end of each quarter, with the first quarter beginning on the first January 1st, April 1st, July 1st or October 1st after the Target Work for the applicable Phase commences.

6.2. **Additional Information.** In addition to the quarterly reports contemplated above, if reasonably requested in writing by the City or the County, Developer will provide **within fifteen (15) days** after receiving such written request, any reasonably requested documentation or information relating to MWSBE utilization on the Project, or Developer's or Contractors' Good Faith Efforts to include MWSBEs on the Project. Such documents may include without limitation, bids, proposals, payment affidavits, certifications, invoices or checks. Developer will further require Contractors to provide such documentation and information.

6.3. **Potential New MWSBEs.** Developer will notify the City of any potential SBE contractors that are not certified as SBEs by the City but have expressed an interest in bidding on the Target Work, and the City will cooperate diligently and in good faith with the potential SBE contractor to achieve certification and will report the results of that effort. Developer will notify the County of any potential MBE or WBE contractors that are not certified as such by the State, but have expressed an interest in bidding on the Target Work, and the County will cooperate diligently and in good faith with the potential MBE or WBE contractor to achieve certification from the State and will report the results of that effort.

6.4. **Compliance with City and County Consultant Requests for Information.** Developer and all Contractors shall further cooperate in good faith with the City, the County and any consultants hired by the City or the County: (a) in any investigation initiated by the City or the County to determine whether Developer or a Contractor has employed Good Faith Efforts to achieve the Project Goals in connection with this Participation Plan, or (b) in connection with any disparity study conducted by the City or the County to determine whether there is discrimination among contractors or subcontractors on City or County contracts. Such information shall be provided within thirty (30) days after it is requested by the City or the County or their respective consultant(s). The terms of this paragraph shall survive the completion of the Target Work for one (1) year.

6.5. **Failure to Provide Documentation.** Failure to provide any of the quarterly reports or other information or documentation required by this Section within the time period specified herein constitutes a breach of this Participation Plan and shall entitle the City and the County to seek injunctive relief and/or collect liquidated damages, in either event in accordance with **Section 17** hereof, provided that failure to submit documentation shall not constitute a default under the Development Agreement.

7. **Contacts.** All notices and correspondence to the Parties relating to this Participation Plan shall be directed to the following:

Developer: Business Name
Business Address
City State Zip
Attn: Person's Name
Phone: 000-000-0000
Fax: 000-000-0000
Email: Address

With Copy to:
Business Name
Business Address
City State Zip
Attn: Person's Name
Phone: 000-000-0000
Fax: 000-000-0000
Email: Address

County: Mecklenburg County
Minority, Women and Small Business Enterprise Program
3025 Freedom Drive., Suite 101
Charlotte, North Carolina 28208
Attn: Teresa McDow
Phone: 704-336-6186
Fax: 704-432-4505
Email: Teresa.McDow@MecklenburgCountyNC.gov

City: Small Business Opportunity Manager
City of Charlotte Economic Development Office
600 East 4th Street, Suite 138
Charlotte, North Carolina 28202
Attn: Nancy Rosado
Phone: 704-336-2116
Fax: 704-432-1414
Email: nrosado@charlottenc.gov

All notices required or contemplated under this Participation Plan must be in writing, and will be deemed sent when received by the required recipient. Notices may be sent by fax, email, hand delivery, U.S. Mail (certified mail, return receipt requested) or national overnight carrier, provided that if sent by fax or e-mail, the sender retains confirmation of transmission delivery. Parties may change the address of their contact persons by providing written notice of the change to the other Parties hereto by an approved method of giving notice.

8. Performance of a Commercially Useful Function.

8.1. In order for Developer to receive credit towards the Project Goals for a contract, Developer or the applicable Contractor shall employ Good Faith Efforts to engage a MWSBE to perform a Commercially Useful Function. Developer shall be in breach of this Participation Plan if Developer lists a MWSBE to receive credit toward a Contract Goal or Participation Commitment when Developer knew or reasonably should have known that the MWSBE would not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which Developer will be seeking credit.

8.2. For purposes of meeting the Contract Goals and Participation Commitments, Developer shall only receive credit for the amount of MWSBE participation that constitutes a Commercially Useful Function. Payments exceeding the value of the Commercially Useful Function performed by a MWSBE shall not count toward meeting the Contract Goal or the Participation Commitment.

9. Change in MWSBE Status.

9.1. If a MWSBE's certification terminates during the term of a Target Contract due to expiration or graduation, Developer shall continue to be entitled to receive credit towards the Project Goals for 100% of the dollars paid to the MWSBE on the Target Contract.

9.2. If a MWSBE's Certification terminates due to the MWSBE having obtained MWSBE Certification by material misrepresentation or fraudulent means, then the Developer shall not receive credit towards the Project Goals for the amounts paid to the applicable MWSBE on the Target Contract after the date when Developer knew or reasonably should have known of such material misrepresentation or fraud; provided, however that in the event Developer knew or reasonably should have known of such material misrepresentation or fraud and continues to apply for credit against the Project Goals for services performed after receiving such knowledge or becoming aware of such grounds for reasonable suspicion, Developer shall be deemed in breach of this Participation Plan. Notwithstanding the above, if a MWSBE's certification terminates due to the MWSBE having obtained MWSBE Certification by material misrepresentation or fraudulent means, then Developer shall be able to count toward the Project Goal all amounts paid to the MWSBE prior to the date Developer knew or reasonably should have known of such material misrepresentation or fraud.

10. Terminating or Replacing an MWSBE.

10.1. Neither Developer nor any Contractor shall terminate, replace or reduce the work of a MWSBE that Developer has counted toward meeting the Project Goals, Contract Goals or Participation Commitments unless:

- 10.1.1. The MWSBE refuses to enter into a contract on substantially similar terms as the written terms on which Developer selected the MWSBE in connection with any RFP or bid process or as required by the contract under which the Contractor has been retained to perform the Target Work;
- 10.1.2. The MWSBE's Certification terminates for any of the reasons set forth in **Section 9.2**;
- 10.1.3. The MWSBE materially breaches its contract with Developer or a Contractor;
- 10.1.4. The City or Developer reduces the scope of work for the Target Contract so as to eliminate or reduce the work that the MWSBE was to perform; or
- 10.1.5. The MWSBE withdraws from the Target Contract for reasons not within Developer's or Contractor's reasonable control.

10.2. Developer shall promptly notify the City in writing when a SBE is replaced or terminated on a Target Contract and shall promptly notify the County in writing when a MBE or WBE is replaced or terminated on a Target Contract. The notice shall identify the MWSBE and the Target Contract, state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement or the termination is outside of the control of Developer and the Contractor, Developer shall provide such notice to the City or County at least five (5) days before Developer or the Contractor terminates the MWSBE. Developer or the Contractor shall provide written notice to the MWSBE stating the reasons for the termination and, where circumstances permit, provide such notice to the MWSBE prior to the effective date of such termination.

10.3. **Terminated MWSBE's Remaining Work.** When a MWSBE is terminated or replaced with respect to a Target Contract, the work remaining to be done by that MWSBE at the time of termination constitutes a "New Opportunity" as that term is used in **Section 11**. Developer and each Contractor soliciting bids or proposals for any such New Opportunity shall comply with **Section 11** regarding Modified Good Faith Efforts, regardless of whether Developer is on track to meet the Project Goals unless:

10.3.1. Developer has previously achieved all Project Goals, or

10.3.2. The circumstances necessitate immediate replacement of the MWSBE with any capable party in order to avoid work stoppage or other unreasonable delay to the Target Work or any portion thereof, material increased costs or financial hardship with respect to the Target Work, or emergency or otherwise unsafe conditions at or adjacent to Project site.

11. **New Opportunities for Subcontracting.**

11.1. **Notice of New Subcontracting Opportunities.** If Developer or a Contractor elects to subcontract any portion of a Target Contract that Developer did not previously identify to the City as a subcontracting opportunity and such subcontracting opportunity is anticipated to have a contract price greater than \$50,000, or if the scope of work on a Target Contract increases for any reason in a manner that creates a new subcontracting opportunity anticipated to have a contract price greater than \$50,000, or if Developer or Contractor decides to subcontract work on a contract for part of the Target Work that was not previously identified as a subcontracting opportunity anticipated to have a contract price greater than \$50,000, or if a MWSBE is terminated or replaced pursuant to Section 10 (collectively, a "New Opportunity"), Developer shall:

11.1.1. Promptly notify the City and the County in writing of the New Opportunity;

11.1.2. Inform the City and the County whether existing MWSBEs or other subcontractors can perform the New Opportunity; and

11.1.3. Comply (or require the Contractor to comply with) with the Modified Good Faith Efforts set forth in **Section 12** to achieve MWSBE participation in the New Opportunity.

11.2. Notwithstanding the foregoing, Developer and its Contractors shall have no obligation to comply with Modified Good Faith Efforts to utilize MWSBEs on a New Opportunity that arises under this **Section 11** if:

11.2.1. The New Opportunity will be performed by existing subcontractors or by MWSBEs that are already working on the Project, or

11.2.2. The circumstances necessitate immediate engagement of a capable party to perform the services contemplated thereby in order to avoid work stoppage or other unreasonable delay to the Target Work or any portion thereof, material increased costs or financial hardship with respect to the Target Work.

12. **Modified Good Faith Efforts.** Unless otherwise provided herein, when a New Opportunity arises, Developer and Contractors shall comply with the Modified GFEs set forth below in an effort to recruit MWSBEs for the New Opportunity:

12.1. **SBE, MBE and WBE Goals.** Developer will set SBE, MBE and WBE goals for the New Opportunity, that are reasonable in light of the opportunities for MWSBE participation, **provided that** if the New Opportunity arises under **Section 10**, the goal shall be to engage a MWSBE of the same category as the terminated or replaced MWSBE to perform whatever work or services remain unperformed by the applicable MWSBE. If the New Opportunity is expected to exceed \$200,000, then Developer must obtain City and County approval of the SBE, MBE and WBE goals (and such approval will be presumed if the City or County does not object within five (5) Business Days after receiving written notice of the proposed goals).

12.2. **MWSBE Contacts.** Developer or the Contractor must solicit a reasonable number of MWSBEs to meet the goals established under **Section 12.1**, and in no event less than two (2) MWSBEs that are reasonably qualified to perform the work in question (unless the City and County agree otherwise for that particular New Opportunity or unless Developer demonstrates that fewer than two (2) MWSBEs are qualified to perform such work, in which such event Developer shall solicit as many as it may determine are qualified, if any).

12.3. **Credit for Modified GFEs.** In the event of a New Opportunity arising under **Section 10** hereof, the Modified GFEs shall apply to the New Opportunity in lieu of the original GFEs that applied to the Target Contract under which the New Opportunity arose.

13. **Payment to MWSBEs.** If a Developer or any Contractor has made a quick pay commitment in accordance with the Good Faith Efforts, a breach of such quick pay commitment by Developer or any such Contractor shall constitute a breach of this Participation Plan.

14. **Material Misrepresentation or Fraud.** Developer and Contractors shall not make any material misrepresentations or commit fraud regarding any matter relevant to this Participation Plan. Failure to comply with this **Section** constitutes a breach of this Participation Plan and shall entitle the City to exercise any of the remedies set forth herein.

15. **Flow Down of Obligations.** Developer shall require each Contractor that performs all or part of the Target Work to comply with the Participation Plan provisions applicable to "Contractors," and to fulfill all obligations and responsibilities and comply with all rules that are necessary for Developer to comply with the Participation Plan.

15.1. Without limiting the obligations set forth in this **Section**, each contract and subcontract entered into by Developer or a Contractor for any part of the Target Work shall contain the following provision, with such minor revisions as may be necessary to achieve consistent terminology:

"MWSBE Participation Plan. This Agreement is for work or materials provided on a project funded in part by the City of Charlotte (the "City") and Mecklenburg County (the "County"). As a condition of obtaining such funding, Developer of this project has entered into the "Economic Development Grant Agreement for the Knights Baseball Stadium Project SBE, MBE and WBE Participation Plan (the "Participation Plan"), a copy of which has been made available to Contractor. In accordance with the Participation Plan, Developer has committed to employ Good Faith Efforts to attain certain MWSBE utilization goals with respect to the project, and pursuant to the agreement by which such funding was obtained, Developer has further agreed similarly to require the Contractor to employ Good Faith Efforts to attain such MWSBE utilization goals and otherwise to comply with the Participation Plan in connection with the work covered by this Agreement. Accordingly, the Parties agree that:

- a. The terms of the Participation Plan are incorporated into this Agreement by reference; and
- b. Contractor shall comply with the Participation Plan provisions applicable to "Contractors," and shall fulfill all obligations and responsibilities and comply with all rules that are necessary for Developer (as defined in the Participation Plan) to comply with the Participation Plan with respect to the work covered by this Agreement; and
- c. A breach of the Participation Plan (or of this provision) by the Contractor constitutes a material breach of this Agreement, and shall entitle the party paying for the work under this Agreement to exercise any of the remedies set forth in the Participation Plan, including but not limited to liquidated damages; and
- d. Without limiting any of the other remedies that may be imposed under the Participation Plan, the party required to make payment under this Agreement shall be entitled to withhold periodic payments and final payment due under this Agreement until any non-compliance by Contractor has been resolved to the satisfaction of the City and County, and in such event Contractor waives any right to interest that might otherwise be warranted on such withheld amount under the law; and
- e. The remedies set forth in the Participation Plan shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- f. The Contractor agrees to participate in any dispute resolution process specified by the City or the County from time to time for the resolution of disputes arising from Participation Plan; and
- g. Contractor shall require all contractors and subcontractors that it hires for the work covered by this Agreement to comply with this provision and the Participation Plan as well.

15.2. Developer shall diligently enforce this provision as to all Contractors, and shall require all Contractors to diligently enforce this provision as to all subcontractors hired in connection with the Target Work.

15.3. Developer shall notify the City of any situation where Developer learns of a potential breach of this Participation Plan with respect to a SBE, and the County of any potential breach with respect to an MBE or WBE, and shall work with the City and County to take appropriate action in response.

16. **Breaches and Remedies.**

16.1. **Remedies.** A breach of this Participation Plan by Developer or by a Contractor constitutes a breach of the Economic Development Grant Agreement, and will entitle the City and County to exercise any of the following remedies:

- 16.1.1. Assess liquidated damages as provided in **Section 16.2**; or
- 16.1.2. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution; or
- 16.1.3. Seek injunctive relief to stop and cure the violation.

16.2. **Liquidated Damages.** In entering into the Economic Development Grant Agreement, Developer agrees to the following, and in entering into a contract for any portion of the Target Work, each Contractor agrees to the following:

16.2.1. Developer and all Contractors acknowledge and agree that the City and the County will incur damages if any of them breaches this Participation Plan, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. Developer and all Contractors further acknowledge and agree that the damages the City and the County might reasonably be anticipated to incur as a result of any such breach are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, Developer and each Contractor agree to pay, jointly and severally, the liquidated damages assessed by the City and the County at the rates set forth below for the following breaches of this Participation Plan. Developer and each Contractor further agree that for each specified breach the agreed upon liquidated damages are reasonably proximate to the loss the City and the County will incur as a result of such breach, and that the City and the County (by and through their respective Program Directors identified in **Section 7** hereof) may elect to impose or not impose liquidated damages in a given instance at their sole discretion:

16.2.1.1. **Failure to Comply with Good Faith Efforts.** In the event that Developer or any Contractor both fails to achieve the Contract Goals and fails to employ Good Faith Efforts in connection with a Target Contract, and further fails to achieve the Contract Goals within thirty (30) days after receiving written notice of such failure from the City or the County, the City and the County may assess the lesser of the following for each such incident: (a) \$30,000; or (b) the dollar difference between the dollar amount of the MWSBE utilization actually achieved on the Target Contract and the dollar amount that would have had to be paid to achieve the Contract Goals, **provided that** no assessment shall be levied pursuant to this **Section** unless and until Developer fails to meet one or more of the Project Goals specified in **Section 2.1**;

16.2.1.2. **Failure to Establish Contract Goals.** In the event that Developer or any Contractor violates Section 3 of this Participation Plan and fails to cure the breach by doing one of the following within thirty (30) days after receiving written notice of the Substitute Contract Goal established by the City and the County, the City and the County may assess \$30,000 for each such incident: (a) achieve the Substitute Contract Goal, or (b) employ Good Faith Efforts to achieve such Substitute Contract Goal;

- 16.2.1.3. **Failure to Provide Notice of Opportunities Under \$200,000.** In the event that Developer or any Contractor violates Section 4 of this Participation Plan, and fails to cure such failure to the City's and County's reasonable satisfaction within fifteen (15) days after receiving written notice thereof, the City and the County may assess the lesser of the following for each such incident: (a) \$5,000 for each unmet Contract Goal; or (b) 5% of the amount of the applicable Target Contract;
- 16.2.1.4. **Using MWSBE as a Conduit.** If Developer or any Contractor lists a MWSBE to receive credit toward a Project Goal or Contract Goal and knew or reasonably should have known that the MWSBE would not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City and the County may assess the lesser of the following for each such incident: (a) \$20,000; or (b) the dollar amount for which the Developer or Contractor sought credit towards the Project Goal or Contract Goal with respect to such MWSBE which is in excess of compensation reasonably commensurate with the Commercially Useful Function actually performed, if any;
- 16.2.1.5. **Wrongful Termination or Replacement of an MWSBE.** If Developer or any Contractor terminates or replaces a MWSBE in breach of this Participation Plan, or fails to hire an MWSBE that it represented it would use to meet a Participation Commitment, in either event in breach of **Section 10** hereof, and fails to cure such breach to the City's or County's reasonable satisfaction within thirty (30) days after receiving written notice thereof, the City and the County may assess the lesser of the following for each such incident: (a) \$20,000; or (b) the dollar amount of the work remaining to be performed by the terminated MWSBE at the time it was terminated (or if the MWSBE was not terminated because it was never retained, then, the dollar amount that Developer or the Contractor indicated it would pay the MWSBE); or
- 16.2.1.6. **Failure to Comply with this Participation Plan With Respect to a New Opportunity.** In the event that Developer fails to employ Modified Good Faith Efforts in soliciting bids or proposals for a New Opportunity (unless otherwise provided herein), and fails to cure such failure to the City's or County's reasonable satisfaction within fifteen (15) days after receiving written notice thereof, the City and the County may assess the lesser of the following for each such incident: (a) \$20,000; or (b) the dollar amount of whatever part of the New Opportunity could reasonably have been subcontracted to a MWSBE;
- 16.2.1.7. **Material Misrepresentations and Fraud.** If Developer or any Contractor makes a fraudulent statement or a material misrepresentation regarding any matter relevant to this Participation Plan (including but not limited to information provided regarding payments made to MWSBEs), the City and the County may assess Developer \$20,000 for each such incident, or, if the statement was about the amount being paid to a MWSBE, then the lesser of the following for each such incident: (a) \$25,000; or (b) the dollar difference between what the party making the fraudulent statement or material misrepresentation represented and the truth;

- 16.2.1.8. **Failure to Submit Quarterly Report.** If Developer fails to submit a quarterly report within the time period required by this Participation Plan, the City and the County may assess \$75 per day for each day that Developer fails to provide the report after the third Business Day following receipt of written notice that it is overdue.
- 16.2.1.9. **Failure to Respond to Request for Information.** If Developer or any Contractor fails to timely provide any report, documentation, affidavit, certification or written submission requested under this Participation Plan (other than a quarterly report) within the time required herein, the City or the County may assess \$75 per day for each day that Developer or the Contractor fails to provide such report, documentation or written submission after the tenth day following receipt of written notice that it is overdue.
- 16.2.1.10. **Failure to Comply with Financial Assistance or Quick Pay Commitments Made To MWSBEs As Part of Good Faith Efforts.** If Developer or any Contractor fails to comply with any commitment of financial assistance or quick pay made or reported to have been made to an MWSBE as part of Good Faith Efforts 9 or 10 in in **Schedule 1**, the City and the County may assess \$20,000 for each such incident.
- 16.2.1.11. **Failure to Use Diligent Efforts to Meet Project Goals.** If Developer violates **Section 5** by failing to use diligent efforts to meet the Project Goals for SBEs, MBEs and WBEs, the City and the County may assess \$50,000 for each Project Goal (SBE, MBE or WBE) not met.
- 16.2.2. Notwithstanding anything contained herein to the contrary, the liquidated damages set forth in Sections 16.2.1.1, 16.2.1.2, 16.2.1.3 and 16.2.1.6 shall be reduced to one half of the amounts stated in Section 16.2.1 if at the time of the breach Developer has secured Participation Commitments that equal or exceed each of the Project Goals, and is on track to meet such Participation Commitments.
- 16.2.3. Any such liquidated damages amount calculated and payable in accordance with **Section 16.2.1** shall be payable in the aggregate to the City and/or the County collectively and not individually (unless context dictates otherwise). By way of example and not limitation, in the event the City and the County are entitled to liquidated damages for an incident which constitutes a breach as contemplated by **Section 16.2.1.1** and the dollar difference between the unmet Contract Goal and the Participation Commitment for such Contract Goal is \$50,000, then the liquidated damages assessed in such event shall be \$30,000 payable collectively to the City and County (as opposed to \$30,000 payable to each of the City and County). Such liquidated damages shall be apportioned between the City and the County based on whether the breach occurred in connection with an MWBE, an SBE or both.
- 16.2.4. The City and the County, when giving notice or demand to Developer of any breach hereunder, shall provide a copy of such notice or demand to any holder or beneficiary of any financing of whom the City and/or the County, as applicable, has received notice, and the City and County shall afford said holder or beneficiary the same notice and cure periods as are afforded to the Developer hereunder.

16.3. **Responsible Party.** Except as expressly set forth herein, the City and the County shall be entitled to exercise all remedies and recover all damages set forth in this **Section 16** directly from Developer or any Contractor, regardless of whether such remedies or damages are due to a breach by that Developer or a Contractor, provided that the City shall be a third party beneficiary to each Target Contract for the purpose of seeking injunctive relief and other remedies to the extent necessary to enforce this Participation Plan. Developer shall be entitled to exercise all remedies and recover all damages set forth in this **Section 16** directly from any of the Contractors, and each Contractor shall be entitled to exercise all remedies and recover all damages set forth in this **Section 16** directly from any other Contractors that it has retained to perform Target Work. For purposes of Developer enforcing this Participation Plan with respect to Contractors, Developer shall stand in the position of the City and the County, and the term "Economic Development Grant Agreement" shall be deemed to mean the Contractor's contract with one or more of Developer for Target Work. For purposes of Contractors enforcing this Participation Plan with respect to other Contractors working for them, the Contractor enforcing this Participation Plan shall stand in the position of the City and the County, and the term "Economic Development Grant Agreement" shall be deemed to mean the contract between such Contractors for Target Work.

16.4. **Remedies for Breaches in the Procurement Process.** A breach of this Participation Plan in the procurement phase of any Target Contract shall be grounds for rejection of the applicable bid or proposal if discovered prior to entering into the applicable Target Contract.

17. **Miscellaneous.**

17.1. **Entire Agreement.** This Participation Plan sets forth the entire agreement with respect to the MWSBE utilization goals for the Target Work and supersedes any and all previous written or oral statements in connection therewith. Without limitation of the foregoing, the Parties and any Contractors shall look solely to this Participation Plan (and not the MWSBE Program or the SBO Program) with respect to the matters set forth herein.

Schedule 1

Good Faith Efforts

For each Target Contract where (a) either (i) there is an SBE, MBE or WBE Goal not met with a Participation Commitment or (ii) the Aggregate MWSBE Goal is not met with a Participation Commitment and (b) where Developer is the entity soliciting bids or proposals, Developer shall earn at least ninety (90) of the Good Faith Efforts listed below (the "Minimum GFE Points"). If Developer is not the entity soliciting bids or proposals for the Target Contract, Developer shall require the Contractor that is soliciting bids or proposals to earn the Minimum GFE Points.

Good Faith Efforts shall be required only for those categories of Contract Goals that are not met by a Participation Commitments for the Target Contract. For example, if a Target Contract has an SBE Goal of 5%, an MBE Goal of 7% and a WBE Goal of 5%, and if Developer has obtained Participation Commitments of 6% for SBE, 7% for MBE, and 4% for WBE, Developer will employ Good Faith Efforts with respect only to WBEs.

Capitalized terms used in this Schedule have the meanings assigned to such terms in the Participation Plan. Additionally, the following terms shall have the meanings set forth below:

"Bid Opening" means the date that the Bidder's bid or proposal is due.

"Bidder" means a company that submits a bid or proposal on a Target Contract.

"Charlotte Regional Area" means the Charlotte-Gastonia-Concord, NC-SC Metropolitan Statistical Area, as defined from time to time by the United States Office of Management and Budget, (plus Lincoln County and Rowan County in North Carolina.

"Soliciting Contractor" means the company that solicits bids or proposals for work, services, supplies or materials on a Target Contract. The Soliciting Contractor may be a Developer, a Prime Contractor or another Contractor.

Points	Good Faith Effort
10	1. Post on Developer website(s) or another website approved in writing by the City or County at least ten (10) days prior to Bid Opening information about the opportunity to bid on the Target Contract and all subcontracting opportunities on the Target Contract.
10	2. Notify the City's SBE Contact and the County's MWSBE Contact about the Target Contract and all subcontracting opportunities within the Target Contract at least ten (10) days before Bid Opening.
25	3. Solicit SBEs, MBEs and WBEs in numbers reasonably sufficient to enable Developer to meet the Contract Goals, provided that the minimum number of solicitations shall be twelve (12) per Bid (only counting solicitations in areas for which subcontracting work is available on the Target Contract), unless Developer obtains an exemption from the City and the County as provided in this Schedule. The only firms that count in determining whether this GFE has been satisfied are: (a) SBEs included on the SBE list maintained on the City's website; and (b) MBEs and WBEs that are certified with the State of North Carolina. Soliciting Contractors shall receive credit under this Section only for those contacts that are documented in compliance with Schedule 3 attached hereto.

<p style="text-align: center;">15</p>	<p>4. Conducting a Pre-Bid for SBES. To receive credit for this GFE, the Soliciting Contractor must conduct a pre-bid meeting for MWSBES not less than three (3) Business Days before Bid Opening. The pre-bid meeting must take place within Mecklenburg County. Not less than forty-eight (48) hours before the pre-bid meeting, the Soliciting Contractor must communicate the time and location of the meeting to the MWSBES that the Soliciting Contractor is required to contact in order to earn GFE points under GFE 3.</p>
<p style="text-align: center;">10</p>	<p>5. Making Plans Available. To receive credit for this GFE, the Soliciting Contractor must make available to Interested MWSBES not less than seven (7) Days before Bid Opening any project descriptions, construction plans, specifications or requirements that are necessary for interested MWSBES to bid on the project (collectively, the "Project Documents"). To satisfy this requirement, the Soliciting Contractor must:</p> <ul style="list-style-type: none"> 5.1. Provide the MWSBES with a copy of the Project Documents via email, fax, regular mail, website posting or other means of document transfer; or 5.2. Provide necessary physical access and adequate time for MWSBES to fully review the Project Documents at the Soliciting Contractor's place of business within Charlotte Regional Area or, if the Soliciting Contractor has no place of business within Charlotte Regional Area, at an alternate location within the Charlotte Regional Area where the information can be reviewed at no cost to the SBES; and 5.3. In the event the Soliciting Contractor does not provide an actual hard or electronic copy directly to MWSBES, notify all MWSBES contacted as part of the Soliciting Contractor's MWSBE contacts under GFE 3 of the locations (including the address) where the plans, specifications and other documents applicable to the project can be reviewed.
<p style="text-align: center;">20</p>	<p>6. Breaking Down Work. To receive credit for this GFE, the Soliciting Contractor must: (a) notify MWSBES as part of a Soliciting Contractor's MWSBE contacts under GFE 3 that the Soliciting Contractor is willing to divide or combine elements of work into economically feasible units on a case-by-case basis to facilitate MWSBE participation and (b) negotiate in good faith with any MWSBES that request such divisions and (c) demonstrate that for the purpose of facilitating MWSBE participation the Soliciting Contractor has broken down work that would not otherwise have been broken down.</p>
<p style="text-align: center;">20</p>	<p>7. Bonding or Insurance Assistance on Construction Contract. To receive credit for this GFE, the Soliciting Contractor must assist an MWSBE in obtaining its own bond or insurance coverage for the Target Contract by: (a) providing direct assistance; and (b) showing that the MWSBE would not have had access to the bond or insurance coverage but for the Soliciting Contractor's assistance. To document satisfaction of this GFE, the Soliciting Contractor must submit: (a) the name of the MWSBE; (b) a description of the assistance the Soliciting Contractor provided; (c) the date the Soliciting Contractor provided the assistance; (d) the name of a contact person with the MWSBE who can verify that the Soliciting Contractor provided the assistance; and (e) any additional information requested by the Developer, the City or the County.</p>

<p style="text-align: center;">25</p>	<p>8. Entering Into Joint Venture with SBES. To receive credit for this GFE, the Soliciting Contractor must document the existence of a Joint Venture agreement between the Soliciting Contractor and an MWSBE that increases opportunities for MWSBE business participation on the Target Contract. To document satisfaction of this GFE, Soliciting Contractors must document that they have entered into a joint venture agreement with an MWSBE in connection with the Target Contract, and such documentation must include; (a) the name of the MWBE; (b) a description of the Joint Venture; (c) evidence of the date the Soliciting Contractor and the MWSBE entered into the agreement; and (d) the name of a contact person with the MWSBE who can verify the terms of the agreement.</p>
<p style="text-align: center;">20</p>	<p>9. Financial Assistance. To receive credit for this GFE, the Soliciting Contractor must commit in writing to provide one of the following types of assistance to an MWSBE in connection with the Target Contract: (a) assistance in obtaining equipment, a loan, capital, lines of credit, (b) joint pay agreements or guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or (c) assistance in obtaining the same unit pricing for the Bidder as the Soliciting Contractor's suppliers. To receive credit for this GFE, Soliciting Contractors must provide a letter or other document identifying the MWSBE, describing the assistance the Soliciting Contractor agreed to provide, and documenting that the offer of assistance was made prior to bid opening. If the Soliciting contractor seeks credit for this GFE, then the commitment to provide financial assistance will be deemed incorporated into the Bidder's contract with the Soliciting Contractor on the Target Contract (with all MWSBE subcontractors and suppliers being deemed third party beneficiaries), and will also be deemed incorporated into the Soliciting Contractor's contract with the MWSBE that it agreed to assist.</p>
<p style="text-align: center;">25</p>	<p>10. Quick Pay Agreements on the Target Contract Up For Award. For purposes of this Section, the term "Quick Pay Commitment" means a commitment to pay all MWSBEs participating in the Target Contract within twenty (20) Days after the Contractor confirms that the MWSBE has properly performed and the MWSBE's work has been properly completed. To receive credit for this GFE, Soliciting Contractors must document that the Soliciting Contractor informed each MWSBE that it has agreed to the Quick Pay Commitment as part of the Soliciting Contractor's SBE contacts under GFE 3. Additionally, if a Soliciting Contractor seeks credit for this GFE, then: (a) the Quick Pay Commitment will be deemed incorporated into the Bidder's contract with the Soliciting Contractor on the Target Contract (with all MWSBE subcontractors and suppliers being deemed third party beneficiaries), and (b) the Soliciting Contractor will include the Quick Pay Commitment in contracts with all MWSBE suppliers and subcontractors in connection with the Target Contract.</p>
<p style="text-align: center;">15</p>	<p>11. Good Faith Negotiations. Soliciting Contractor negotiated in good faith with all interested MWSBEs and did not reject the MWSBE without reasonable and sound reasons based upon the MWSBE's capabilities. Such reasons for any rejection of a MWSBE based on lack of qualification shall be documented in writing in a manner reasonably satisfactory to the City and the County.</p>

Notwithstanding the foregoing, if it was not reasonably foreseeable that a Target Contract would be needed at least fourteen (14) days prior to the scheduled award date, Developer shall notify the City and County immediately after realizing that the Target Contract will be needed.

To obtain an exemption from the twelve (12) minimum MWSBE contacts required for GFE 3, Developer shall make a written request to both the City's SBE Contact and the County's MWSBE Contact at least fourteen (14) days prior to Bid Opening. The City and the County shall grant such request if there are less than twenty-five (25) reasonably qualified MWSBEs in areas reasonably available for subcontracting. If either the City or the County believes there are twelve (12) qualified MWSBEs in areas reasonably available for subcontracting, then either of them may provide Developer with a list of reasonably qualified MWSBEs to contact and Developer shall use that list for meeting the minimum required contacts except to the extent it includes firms that are not reasonably qualified or that do not offer the types of goods or services that are reasonably available for subcontracting. If neither the City nor the County responds to the request within four (4) days after receipt, the request shall be deemed to have been granted. In the event such an exemption is granted (or deemed granted), Developer shall earn the applicable points for GFE 3 by contacting as many MWSBEs as are reasonably eligible to bid on the applicable Target Contract.

Exception for Contracts Where the Soliciting Contractor is not the Prime Contractor. When the Soliciting Contractor is a subcontractor and there are no reasonable opportunities for breaking down work as referenced in Good Faith Efforts 6, then Good Faith Efforts 6 shall not be counted and the Minimum GFE Points required shall be 70 instead of 90.

Schedule 2

Form of Quarterly Report

Schedule 3

Contact Documentation Guidelines

MWSBE Contacts. In connection with establishing the Contract Goals, the Parties shall agree upon the minimum number of SBEs, MBEs, and WBEs a Soliciting Contractor must contact to receive credit for the GFEs applicable to such Target Contract or a method for determining which or how many MWSBEs must be contacted. Soliciting Contractors must make the required contacts not less than seven **(7) Days** before the Bid Opening.

1. **Solicitation Method:** Developer or Contractor shall make the MWSBE solicitations by facsimile transmission, e-mail, telephone communication, Certified U.S. Mail, overnight courier service or in-person discussion. Regardless of the method of contact, the solicitation must occur not less than seven **(7) Days** before the date on which bids or proposals are due to be submitted. If Developer or Contractor contacts MWSBEs by Certified U.S. Mail, the solicitation shall be deemed to have reached the MWSBE by the required deadline if Developer or Contractor: (a) mailed the solicitation at least ten **(10) Days** prior to the date on which bids or proposals are due to be submitted; and (b) documented the solicitation as required by Paragraph 3 below.

2. **Solicitation Content:** For Developer to receive credit for a solicitation, the substance of the solicitation must be sufficient to put the MWSBE on notice that Developer or Contractor is soliciting a bid or proposal from the MWSBE to participate in performing the portion of the Target Work up for award in one or more of the areas for which the MWSBE is certified.

3. **Solicitation Documentation Requirements:** To receive GFE credit for contacting MWSBEs, Developer or Contractor must submit a MWSBE Solicitation Form ("**Form 2**") within the time requested with respect to the applicable Target Contract. **Form 2** shall require Developer or Contractor to document in writing for each MWSBE solicited: (a) the mode of contact, (b) the date of the contact, (c) the business name and contact person for each of the SBE firms contacted, and (d) the NIGP Code or a description identifying the goods or services Developer or Contractor solicited from the MWSBE. In addition to **Form 2**, the City may request that the Developer or Contractor provide a copy of the solicitation sent to MWSBEs (which must meet the content requirements per Paragraph 2 above, along with the following documentation depending on the mode of contact:

(a) **For contacts made by fax:** Developer or Contractor must provide a confirmed fax transmission record showing that a fax was transmitted to a fax number maintained by the MWSBE.

(b) **For contacts made by e-mail:** Developer or Contractor must provide a copy of an email confirmation notice showing that an e-mail was delivered to an e-mail address maintained by the SBE.

(c) **For telephone conversations and in person contacts:** Developer or Contractor must provide an affidavit to confirm that the solicitation was made in accordance with Paragraphs 1 and 2 above. The affidavit must state the name of the MWSBE representative with whom Developer or Contractor spoke. The City may further require that Developer or Contractor provide on a case-by-case basis copies of telephone bills showing the date and duration of all solicitation calls that Developer or Contractor made. Voice mail messages shall be deemed an acceptable mode of contact within the meaning of this Paragraph, if the voicemail meets the solicitation content requirements set forth in Paragraph 2 above.

(d) **For contacts made by U.S. Mail:** Developer or Contractor must provide: (i) a copy of the solicitation that satisfies the content requirements in Paragraph 2 above; and (ii) a Certificate of Mailing from the U.S. Postal Service certifying the date on which Developer or Contractor mailed the solicitation; and (c) an affidavit stating that Developer or Contractor mailed the solicitation to the MWSBE recipient on the date indicated in the Certificate of Mailing.

(e) **For contacts made by overnight courier:** Developer or Contractor must provide a copy of the solicitation that meets the content requirements set forth in Paragraph 2 above, along with a routing slip from the overnight courier showing the MWSBE's address and the date on which Developer or Contractor sent the solicitation to the MWSBE recipient.

(f) **Disconnected numbers:** If a MWSBE's telephone or fax number has been disconnected, Developer shall receive credit for making the telephone contact if Developer or Contractor documents: (a) that the number Developer or Contractor dialed was the number the City or County provided; and (b) that Developer or Contractor attempted to fax a solicitation but the fax transmission failed. For fax solicitations, Developer or Contractor must provide an unsuccessful fax transmission record to document the attempted solicitation.

4. **When Documentation Required:** The City and County may require the documentation listed in Paragraph 3 or any additional, reasonable documentation relating to MWSBE solicitations from Developer or Contractor. Developer or Contractor shall provide such requested solicitation documentation within three **(3) Business Days** after the City or County requests it, unless the City or County has agreed in writing to a longer time period.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ___ day of June 2012, by and between the City of Charlotte, N.C., a North Carolina municipal corporation (the "City") and Charlotte Center City Partners, a North Carolina not-for-profit corporation (the "CCCP").

WHEREAS, the City has defined and established municipal service tax districts pursuant to the provisions of Article 23, Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the municipal service tax districts referred to by the City as Municipal Service District 1 ("MSD1"), Municipal Service District 2 ("MSD2"), and Municipal Service District 3 ("MSD3") generate special tax revenues that the City, by annual contracts, pays to CCCP; and

WHEREAS, in exchange for such annual payments of special tax revenues from MSD1, MSD2 and MSD3, CCCP promotes the cultural and economic development vitality of those districts as set forth in more detail in the annual contracts; and

WHEREAS, the City and CCCP have determined that it would be in their mutual best interest for CCCP to utilize a portion of the special tax revenues from MSD1, MSD2 and MSD3 to contribute \$750,000 net present value to the Stadium Project (as that term is defined in that certain AAA Baseball Stadium and Recreation Grant Agreement (the "Grant Agreement") between the City and Knights Baseball, LLC (the "Knights")); and

WHEREAS, this Memorandum of Understanding sets forth the basic terms and conditions under which CCCP will provide its Stadium Project contribution.

NOW, THEREFORE, the parties agree as follows:

1. CCCP shall make a one-time payment to the City of \$229,346.76 by no later than May 1 of the calendar year in which the City makes its first grant payment to the Knights under the Grant Agreement.
2. By no later than May 1 of each of the nineteen subsequent years, CCCP shall make a payment of \$50,694.33 to the City.
3. In the event the Grant Agreement is terminated for any reason, CCCP's obligation to make its payments to the City shall cease.
4. The City's annual contracts with CCCP shall incorporate provisions that reflect the terms in this Memorandum of Understanding.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties on the day and the year first above written.

CITY OF CHARLOTTE

By _____

Date: _____

CHARLOTTE CENTER CITY PARTNERS

By _____

Date: _____

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:

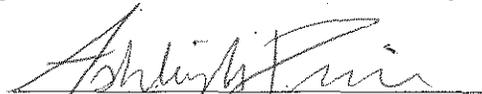
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time 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 11th day of June 2012 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, Ashleigh Martin, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 11th day June, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (725-740).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of June, 2013.


Ashleigh M. Price, Deputy City Clerk



Property Tax Refund Requests

June 11, 2012

Resolution Book 43, Page 726

Name	Amount
1426 SOUTH TRYON STREET GENERAL	1,873.75
2133 SOUTHBEND LLC	881.80
3321 FREEDOM DRIVE LLC	6,319.13
935 NIGHT CLUB	746.04
A P REALTY COMPANY	295.40
ABERNATHY, DON E	31.89
ABUDU, KAZEEM S	6.96
ADAMS, JERRY DANIEL	7.14
ADDISON INVESTMENTS	16.24
ADOF ENTERTAINMENT GROUP INC	85.05
ADRIAN INVESTMENTS LLC	1,421.48
AEGON USA REALTY ADVISORS, LLC	9,016.18
AFP PROPERTIES II LLC	122.54
AIRPORT WAREHOUSE AT CHARLOTTE LLC	1,342.90
AIZENMAN, BENJAMIN	4.77
ALISTA PROPERTIES LLC	2.67
ALLY FINANCIAL INC (FKA GMAC INC)	1,482.65
ALPHA SOLUTIONS LLC	133.61
AMERICAN HOME MORTGAGE SERVICING INC	1.63
AMERICAN TRADING & PRODUCTION	1,714.72
ANDERSEN, MARK	135.04
ANDUJAR, KENNETH	1,800.14
ANTIOCH MISSIONARY BAPTIST CHURCH	4.52
ANZI PIZZA N PASTA	3,790.62
APPLE FEDERAL CREDIT UNION	51.13
ARBOR COMMERCIAL MORTGAGE LLC	113.14
ARBORS DEVELOPMENT GROUP LLC	711.30
ARNOLD, W HALL JR	6.58
ARROWOOD DENTAL PROPERTIES LLC	14.42
ARROWPOINT ASSOCIATES 1900	1,529.19
ASHLEY, DAVID L JR	24.49
ATTORNEY AT LAW TRUST ACCOUNT	21.18
AUGUST, SEYMOUR	74.91
AURORA LOAN SERVICES	157.32
AUSTIN FALLE & BOYD FALLS & MAXINE FALLS	50.50
AUSTIN, DWIGHT	51.31
AV8TOR SPORTSWEAR, INC	18.48
AVENUE E-55/MIDTOWN PARTNERS L	3,287.33
AWADA, MICHAEL J	29.43
AYRSLEY DEVELOPMENT GROUP LLC	155.27
AYRSLEY RETAIL DEVELOPMENT GROUP	2,168.31
AYRSLEY THEATER DEVELOPMENT CO LLC	1,062.44
B V BELK INVESTMENT	692.73
BAC TAX SERVICES CORPORATION	9,253.60
BAILEY, CRAIG	4.62
BAILEY, JAMES H	4.62
BAKER, GARY	79.97
BAKER, GREGORY N	1.16

BALL, GREGORY J	10.98
BANK OF AMERICA	1,979.89
BANK OF THE OZARKS	95.83
BARKER, DAVID L	10.83
BARKER, WILLIAM J	3.31
BARKSDALE, BRIAN D	18.85
BARRAGAN, ESTHER CARMEN	131.54
BASF CORPORATION	400.58
BAUCOM, CLAYTOR, BENTON MORGAN & WOOD , P.A.	74.43
BAUMWELL, CLYDE S	5.30
BAX TAX SERVICE	10.93
BB & T	2,534.51
BEASLEY, NANCY D	197.33
BELK, B V JR	160.37
BELK, BASCOM V JR	11.09
BENNETT, JAMES WESLEY	26.60
BENNETT, JUDITH S	127.09
BENNETT, KAREN S	152.24
BERRYHILL REALTY CO	68.95
BERRYHILL, STUART GARRISON	66.10
BIDDLEVILLE PRESERVATION TRUST	66.54
BIG BROTHERS BIG SISTERS OF GREATER	1,562.43
BIRD, MICHAEL	226.45
BISHOP, FRANK E	7.26
BISSELL BALLANTYNE LLC (ETAL)	2,067.56
BLACKLEY, JIMMY M	0.21
BLACKMON, JOHN G	668.44
BLACKWELDER, JOHN N	14.72
BLAIR, MICHAEL E	15.93
BLAIR, THOMAS E	250.47
BLC4K NO 2 LLC	67.02
BLOTNICK, CHARLES ADAM	15.08
BMO PROPERTIES	249.10
BNOW PROPERTIES LLC	6.53
BNW NODA, LLC	176.12
BOB POFFENBARGER LLC	162.16
BOGAN, THOMAS	16.39
BOJANGLES RESTAURANTS INC	37.89
BOLT, FRANK A	46.22
BONDURANT, HELEN M	12.44
BONDURANT, JOSEPH R	5.35
BOTSKO, ROY E	5.91
BOYAN, KEREN E	376.18
BRAGG MCLEOD	740.79
BRAND, MARY ELIZABETH DALTON	40.28
BRANK, BARBARA B	7.04
BRIDGE TERMINAL TRANSPORT	4.60
BRIGGS, ROGER M	49.91
BRITTAIN, CYNTHIA C	7.97
BRITTANY INVESTMENTS LP	8.67
BROOKS, PETER ANTHONY	2.71
BROOKSTONE DEV PARTNERS LLC	600.44

BROTHERS, BRADLEY	157.32
BROWN & ESTRAMONTE CHIROPRACTIC CENTER PA	534.68
BROWN, DANIEL N	1.38
BROWN, KEVIN	7.82
BROWN, RONALD R	142.34
BUCHANAN, EUGENE N	11.03
BUIE, CHARLES A	3.31
BURDEN, LINDSAY T	5.98
BURNAM CATTLE COMPANY	80.84
BURTIS, JOHN M	263.41
CAGO TITLE INSURANCE COMPANY	1,260.66
CAMPBELL, BRIAN	76.91
CAMPBELL, F MICHAEL	9.75
CAN PROPERTIES LLC	197.35
CANNON, THOMAS	433.94
CANUPP, PATRICK W	345.21
CAPITAL ONE N.A	58.68
CAREY A SELLERS ATTORNEY	8.37
CAREY, STEPHEN D	6.38
CARMICHAEL, CHARLES R	235.23
CAROLINAS AUTO SUPPLY HOUSE	80.19
CARPET DISCOUNT WAREHOUSE INC	4,482.64
CARRAS INVESTMENTS LLC	589.96
CARY L KRUEGER	4.09
CASSTEVENS, HAL	134.47
CAVALARIS REALTY COMPANY	13.52
CB RICHARD ELLIS OF VA INC	1,554.91
CBRE CAPITAL MARKETS INC	19,321.10
CENLAR FED SAVINGS BANK	402.48
CENTRAL MORTGAGE COMPANY	12.26
CHAMBERS, JAMES H L III	39.68
CHAMBERS, RUTH C	29.03
CHAPMAN, LILLIAN M	167.75
CHARLES, PIPER S	59.43
CHARLOTTE METRO FEDERAL CREDIT UNION	8,899.02
CHARMAR LLC	241.70
CHASE	16,050.11
CHEEK, CHRISTINA	8.34
CHERRYBONE, SANDRA R	13.36
CHICK, EVA G	11.75
CHILDRESS KLEIN PROPERTIES INC	21,660.84
CHRIST EPISCOPAL CHURCH	65.62
CHRISTENBERY, ROBERT EUGENE JR	420.53
CIRCLE K STORES INC	299.45
CITI MORTGAGE INC	1,521.62
CLARK, JOHN B JR	253.72
CLARK, JUDITH M	3.60
CLEIN, SELMA F	1,577.24
CLOCK SHOP THE	140.93
CLP INDUSTRIAL PROPERTIES LLC /WESTINGHOUSE BLVD	122.14
CLT PROPERTIES INC	942.74
CLYBURN, THERON G	99.89

COLE, GLENN JR	4.92
COLONIAL INVESTMENTS	21.84
COLWELL, MARTIN EUGENE	13.93
CONLEY, WILLARD E R/L/T	11.55
CONSOLIDATED REALTY CO INC	920.04
CONTECH CONSTRUCTION PRODUCTS INC	630.25
CONVENIENT CLOSING SERVICES	80.89
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	46,321.60
CORELOGIC TAX SERVICE LLC	806.90
CORONADO PROPERTIES LLC	98.32
CRITTENDON COMMODITIES LLC	240.36
CROWN ATLANTIC CO LLC	746.40
CROWN ENTERPRISES INC	187.14
CRUMP, VIRGIL C	11.28
CRUSAN, ALAN	427.92
CS SHOPPES AT UNIVERSITY PLACE LLC	1,410.51
CTI SERVICE LINK DIVISION	7.66
CUPBOARD PROPERTIES LLC	89.06
CURLEE/COHEN LLC	1,124.93
CURRIE, GREGORY A	366.01
D A CAPITAL, LLC	427.47
D.V. INVESTMENT AND RENTAL	385.87
DANON, ANTHONY M	272.84
DARDEN, LEWIS FRANKLIN JR	69.38
DAVIS, JAMES	97.96
DAVIS, R P STEPHEN	138.09
DAVIS, WILLIAM CUTTER	798.56
DAWKINS, PEGGY	85.49
DCT CARRIER DRIVE NC LLC	79.00
DEMAS, AGESILAOS P	103.06
DERDERIAN, GISELA	20.61
DESILVA, CYNTHIA C	526.83
DEVIVA, JUDITH	16.96
DEYTON, JASON B	254.17
DIANGIKES, GRIER	219.26
DILLASHAW, JAMES M	5.70
DILLON, NICK	2.71
DILWORTH GARDENS LLC	1,198.26
DIMITROV, DANTCHO	51.77
DINTENFASS DAVID	182.08
DOLLAR BANK SERVICING CENTER	1,262.93
DONEGAL LLC .	430.11
DONOVAN, DAVID M	8.04
DOR FOODS INC	927.96
DORAL ASSOCIATES	396.38
DORIS DUNBRACK TILLY	0.65
DOUGLAS, ORA MARIE	1.45
DOVENMUEHLE MORTGAGE, INC.	424.76
DOWDY, PAUL W	10.30
DOYLE & WALLACE, PLLC	450.62
DRYE, JERRY W	123.39
DT SQUARE, LLC	410.53

DUFF & PHELPS LLC	5,464.67
DUGGINS, THOMAS D	34.67
DULIN, THOMAS L	100.95
DUNLAP, BENJAMIN CLARK	10.30
DUNN, MARY M	66.10
DUONG, LARRY LAM	67.93
DVORAK, RICHARD A	6.46
DWELLE, JOHN M JR	3.59
E G HARRY LAINIS	321.18
EASTGROUP PROPERTIES	262.99
ECONOMIDES, CHRIS JR	133.00
EDMINSTON, CLAUDE T	28.15
EFG ENTERPRISES LLC	2,278.96
EGAN, JULIE	389.57
EHOLS, PURSER & GLENN PLLC	1.51
EIGHT HUNDRED SEVENTEEN E	93.82
ELECTRIC POWER RESEARCH INSTITUTE INC	13,155.52
ELECTRICAL APPARATUS & MACHINE CO, INC	159.99
ELVINGTON, HAL WAYNE	7.27
ELY REAL ESTATE LLC	393.30
EMBP PROPERTIES LLC	101.67
ENNIS, WILBERT R	35.12
EPHESUS CHURCH OF CHRIST INC	121.11
ERNST, MICHAEL D	5.25
ESPIN FAMILY TRUST ACCOUNT	15.71
EURY, MILDRED F	3.29
EVANGELIST, STEVEN DILLON	240.07
EXUM, JIMMY	335.97
FAGAN, GAIL G	380.79
FAIRMAN, CHARLOTTE	67.01
FALLS, BOYD P	23.78
FAN, MICHAEL Y	24.80
FARRIS, ROBERT RAY	255.55
FAUST, TRACY E	2.76
FELTY, PATRICIA A	2.29
FERGUSON ENTERPRISES - ADMIN	404.78
FERGUSON, DAVID N	17.70
FIFTH THIRD BANK	1,664.36
FIRST AMERICAN COMMERCIAL R/E SERVICE	964.03
FIRST CITIZEN MORTGAGE SERVICES	683.01
FIRST TRUST BANK	7.14
FIRST-CITIZENS BANK &	77.59
FLAGSTAR BANK	46.22
FLEMING, EDWINA JANE WILLIS	22.01
FLOWERS, JOHNNY M SR	285.13
FORD, CHARLES W	17.16
FORTSON, JOHN MYLES	184.39
FPK INVESTMENTS LLC	73.41
FRANK S HIGHLEY, M.D., PH D	150.76
FRELAND, HEITH	4.52
FUHRER, RAYMOND KIM	55.00
FULTON, HENRY W	8.54

G S PROPERTIES SUITE	24.98
GABRIEL, JEAN H	149.73
GAFFNEY, BETTY G MRS H E	4.39
GALLOWAY, JOHN W	3.52
GANNAWAY, KENNETH W	1.21
GATE PETROLEUM CO INC	817.04
GEPPI, BRIAN P	398.98
GG B REAL ESTATE LLC	277.50
GIBSON, WILLIAM R	1.25
GLENEAGLES INC	259.26
GMAC MORTGAGE LLC	651.72
GMHP LLC	3,775.12
GOODE, VERNON M	364.62
GOODSON, WILLIAM W	51.56
GOOLSBY, R KENT	103.98
GORDON, JOHN	25.41
GORDON, W S JR	703.57
GRAHAM INVESTMENT COMPANY PENSION PLAN	1.25
GREATER CHARLOTTE AUTOMOBILE DEALERS	150.76
GREBNER, RICHARD GEORGE	2.94
GREEN ACRES INC	4.47
GREEN TREE SERVICING	408.60
GREENE, JOHN R	18.34
GREENE, KENNETH S	143.36
GRIFFIN, PRISCILLA GRAPPER	262.23
GRIFFITH E C CO	4,573.68
GRIFFITH, ROBIN W	13.17
GROGAN, PAMELA A	79.95
GRS WESTLAKE PARK CORP	27.54
GUINEY, RICHARD DANEIL JR	1,078.95
GULLEDGE, MARK S	117.37
GURKIN, FRED P	51.30
GUY PROPERTIES LLC	1,899.34
H. PERRIN ANDERSON	18.72
HABERSTOCK, RALPH L	8.52
HALBERSTADT, WILLIAM R	2.41
HALO HOLDINGS LLC	811.50
HALPERN, MARCELO A	13.44
HANNER, ROBERT P	230.61
HARBINSON, JAMES A SR	8.10
HARKEY LAMBETH LLP	4,039.12
HARKEY, TROY JR	10.78
HARMON, HARVEY N	2.29
HARPER, HOLLY K	4.58
HARRELSON, ROY L	20.33
HARRINGTON, MARIA C	1.59
HARRIS, CAMERON M	293.54
HARRIS, CLINTON HARRIS	6.34
HARRIS, MARY LOUISE	44.36
HARTSELL, LLOYD E	254.17
HAUPT, RICHARD H	9.63
HEILIG, AMANDA R	398.98

HENDERSON, PHILIP M	5.78
HENDRICK AUTOMOTIVE GROUP	13,980.29
HENDRICK BMW HENDRICK MINI	10,167.28
HENDRICKSEN, CHRISTOPHER R	1.36
HENSLEY, BRIAN LYNN	8.61
HESTER, WILLIAM G	51.57
HETAL, PATEL	157.32
HIGH REAL ESTATE GROUP	44.24
HIGHLAND MILLS INC	54.96
HILLER, DAVID C	292.52
HILLS, PAUL & BARBARA	3.29
HILTON WORLDWIDE	15,989.61
HLAVACEK, URSULA H	492.17
HOME DEPOT USA INC	2,617.96
HOMESELECT SETTLEMENT SOLUTIONS LLC	273.58
HORD, ROBERT E JR	135.04
HOUGH, LARRY L	257.88
HOWELL FAMILY PROPERTIES LLC	3,020.46
HP RENTAL	9.85
HSBC	2.91
HSBC MORTGAGE CORPORATION USA	198.23
HUNEYCUTT JR, JOCEPHUS BRYANT	385.00
HUNT, THEODORE D	3.69
HUNTER, ELISABETH J	7.14
HUNTLEY, J W JR	4.85
HWC, LLC	627.57
HYLINSKI, CHRISTOPHER	434.40
IMPERIAL INVESTMENT HOLDINGS LLC	9.60
INDYMAC MORTGAGE SERVICE, DIVISION OF ONEWEST	552.88
INGRAM, JONI B	83.65
INLAND DIVERSIFIED REAL ESTATE SERVICES	3,569.93
J JEROME MILLER	0.21
J P MORGAN CHASE BANK	1.31
JACK BERG FAMILY LP	821.20
JACKSON, VERNON B	165.91
JAFFA, MICHAEL	1.68
JAMES, MARGARET R	156.21
JAY REALTY COMPANY	260.25
JEAN, MARVIN E	89.66
JOHN C MACNEILL JR	24.91
JOHNSON & MIXON	120.17
JOHNSON ROAD PROPERTIES	505.88
JOHNSON, ANDREW M	6.89
JOHNSTON, VIRGINIA A	16.20
JONES, JOHN N	469.52
JONES, MABE CLIFFORD	141.42
JP MORGAN CHASE BANK	744.03
K I P CORPORATION	14.37
KALASOUNTAS, JOHNNIE MAE	4.20
KAMMERER, DANIEL M	229.86
KAPERONIS, NICK S	2.19
KARRES, THEODORE A	403.90

KEARNS PROPERTIES LLC	21.59
KEARSE, HENRY MONTJOY JR	24.74
KELLOGG'S	30.88
KELLY, DAVID	11.09
KELLY, TIMOTHY P	141.41
KENNEDY, RODGER BARR III	8.42
KERR PROPERTIES	425.47
KIMCO DEV OF TYVOLA INC	14.10
KINCHELOE, HATCHER B	16.01
KING, LUCILLE J	98.43
KING, ROBERT M	57.31
KINGSWAY REALTY CO INC	2.71
KIRKPATRICK, FLEET JR	10.50
KIZER, MILTON J	7.11
KLOSEK, JOHN V	7.97
KNICKERBOCKER PROPERTIES INC XI	1.89
KNIGHT, EMILIE M	404.36
KRATT, CYNTHIA H	69.32
KRAWIEC, PAUL A	36.97
KRUG INVESTMENTS LLC	2,196.02
KURTZ, JANICE LINGG	28.19
L. SMITH PROPERTIES INC	107.69
LADD, STEPHEN B	2.46
LAKEPOINTE CORP CENTER ASSOC LLC	47,466.97
LAMB, JOHN R	18.31
LANCASTER & TROTTER, P.A	157.32
LANCASTER, HARRY L III	145.30
LASHER, GEORGE T	6.23
LAUB, MICHAEL J	31.34
LAW, ERIC C	22.65
LEFLER, FRANKLIN L	8.90
LEONARD, TEIBELLE W	0.91
LEROY DOBSON INVESTMENTS LLC	351.67
LEVIN, DOUG	217.48
LEVITT, SHAWN	272.69
LEWIS, JOHN E	6.28
LF LIMITED LP	1,313.36
LILIAN DYANA TREADWELL TRUST	119.70
LINDA P CONSTANCE	8.69
LINDER INDUSTRIAL MACHINERY CO	3,868.48
LINDSEY, ROSA NELL	4.47
LINNICK, MITCHELL T	9.60
LIPPARD, LARS	48.62
LISK, D CLYDE JR	79.95
LIVE NATION	789.91
LLOYD, VIRGINIA ROSE	33.06
LOGUE, LYNNSY LEE	14.73
LONGMUIR, DIANA F	1.99
LOVETT, JAMES R	11.91
LOW COUNTRY PRODUCTION SERVICES LLC	482.46
LOWE'S	14,597.53
LSI TITLE AGENCY INC	6.28

LUCAS, RANDY M	79.97
LUTZEL DARBY & ASSOCIATES	10.56
LUU, HAO NGUYET	5.51
MABON, JAMES M JR	1.16
MACEMORE, ANGELIA H	263.41
MAGALDI, LOU H	15.88
MAGLIOCCA, RICHARD A	272.69
MAGNOLIA PROPERTIES OF CHARLOTTE LLC	14.77
MAIER, ROBERT A	24.42
MALCOLM, BARBARA W	5.11
MANCINO, JOHN J	280.51
MARKEY, JOHN C	2,227.46
MARSH, WILSON B JR	1,657.65
MARTIN, GEORGE E III	706.69
MASLANKA, EDWARD J F	173.49
MASSENGALE, GEORGE C	2.52
MAYE, TERESIA P	180.23
MAYER, ROBERT C JR	7.21
MCCLUSKEY LLC	1,751.01
MCCORKLE, JERRY RONALD	60.08
MCCOY, MICHAEL D	1.18
MCCRAW, JACKSON V	3.77
MCDONOUGH, CATHERINE BUNIS	530.99
MCELHANEY, LEILA L	1.81
MCGARITY, ALFRED A	166.83
MCGARITY, GENE WOODALL JR	5.40
MCGUIRE, WILLIAM	6.11
MCLEAN, ROBERT B	6.30
MCLEOD, BRAGG	117.38
MCMILLAN & TERRY P A	18.34
MEDALIST CAPITAL INC	468.83
MEDLIN FAMILY LTD PTNRSP	223.38
MELTON, GEORGE EDWARD JR	3.99
MENZIES, MARK C	2,273.83
MERCER, EVELYN R	106.29
METROMONT PRESTRESS COMPANY	76.08
MILLER, BETTY J	18.36
MILLER, LEWIS M	3.29
MILLER, SUE B	167.00
MILLER, SUE B & NAN B YETT	54.96
MILLINGTON, JOHN M	67.02
MITCHELL, WILMA J	121.54
MONTGOMERY FAMILY PROPERTIES LLC	1,871.61
MOORE & VAN ALLEN PLLC/TRUST ACCOUNT	516.66
MOORE, THOMAS P III	178.38
MOORE, WM M	111.04
MOREHEAD INVESTMENT PARTNERS LLC	189.16
MOREHEAD PLACE LLC OPERATING	5,969.31
MORETZ LAW FIRM	13.72
MORGAN, BRENDA	5.25
MORRIS, ROBERT SCOTT	154.82
MORROW, HAROLD MILTON	13.21

MORTGAGE SERVICE CENTER	1.76
MOSELEY, PANSY N	6.89
MOSIER, BARBARA H	8.72
MOSTELLER, KAREN E	24.85
MOUNTAIN ISLAND	3,404.95
MUELLER, WERNER H	33.32
MULLINAX, JOE A	3.14
MULTER, MARTIN H	203.81
MURPHY, D SCOTT	438.88
MURPHY, DAVID	3.87
MV TRYON III LLC	2.52
MYERS PARK COUNTRY CLUB INC	8,457.86
MYERS PARK MORTGAGE INC	7.79
MYERS, CHARLES WAYNE SR	294.98
NAHAVANDI, JAMAL	441.80
NANNEY, ROBERT S	3.44
NATIONAL TAX SEARCH LLC	21,342.92
NC REALTY PROPERTY MANAGEMENT	9.55
NCHFA	1.28
NEELY, JAMES P JR	13.85
NEILL, ANN S	24.05
NEILL, CLEONE B	614.63
NEWELL, VICTORIA T	172.37
NEXCO INC	423.07
NGUYEN, MAI	31.43
NICHOLAIDES, STEPHEN L	2.61
NINTH STREET INVESTORS LLC	356.69
NIRVAN INC	2,077.96
NMIL REAL ESTATE HOLDINGS, LLC	682.60
NOCK, GEORGE	0.32
NORTH END CONVENIENCE	15.05
NOVANT HEALTH INC	173.80
OAKMONT HOME BUILDERS INC	18.50
OCWEN LOAN SERVICING LLC ESCROW DISBURSEMENT ACCOUNT	157.32
OFFICES ON SIX LLC	3,868.00
O'HAIR LIMITED PARTNERSHIP	90.46
OKP PROPERTY, LLC	217.53
ONDROF, THOMAS G	23.85
ORPESA, RAMON O	9.02
ORTIZ, CARLOS	157.32
OWENS, KATHLEEN D	2.01
PAAR, LINDA B	8.17
PALERMO, MICHAEL	24.66
PANNILL, R STEPHENS	8.82
PAPPAS, PETER N	9.18
PARKER HANNIFIN CORPORATION	3,044.49
PARKER, CHARLES J	136.34
PARKER, FRANCES DARR	2.89
PARKER-BURLESON, DANA E	39.33
PARKS CHEVROLET	469.26
PARKWOOD BUILDING	168.23
PATEL, PANKAJ N	430.69

PATEL, V N	219.05
PATTEN, FLOYD E	129.40
PAULSON, JOHN S	94.27
PAYNE, KIMBERLY A	2,955.76
PAYSEUR, JAMES B	24.18
PEAKE, BRENDA HINSON	3.42
PEARL PROPERTIES LLC	556.77
PERFORMANCE TITLE INC	12.36
PERSSON, CLAES ERIK	129.35
PESA, BARTHOLOMEW L	168.21
PHILLIPS MANAGEMENT GROUP INC	51.30
PHILLIPS, MICHAEL DAVID	157.59
PHUNG, LIEN XUU	81.55
PIEDMONT ROW DRIVE LLC	69,877.82
PINCKNEY MARKETING INC	410.53
PINCUS, SARALEE	346.11
PINECREST MANOR APARTMENTS LP	5,862.79
PINTO, ARUN R	178.85
PLAISTED, WILLIAM T	4.58
PLYLER, URIAH W	145.11
PNC MORTGAGE	135.20
PORTER, SARAH	104.44
POTTHOFF, FREDERICK J	105.82
PREF CHARLOTTE PARTNERS I LLC	159.31
PRESSLEY, MARTIN D	46.68
PRICE, OLIN B JR	79.90
PRIMITIVE BARK LLC	165.90
PROVIDENCE PLANTATION RACKET	28.75
PRUDENCE PROPERTIES II	1,010.78
QUAIL CORNERS ASSOCIATES LLC	3,524.19
QUARTERSIDE CHARLOTTE APARTMENTS LL .	963.86
QUINTER INC	7.23
R & R IRRIGATION INC	22.44
RACK ROOM SHOES HQ #71100	8,335.47
RAND, JOSEPH LANE	1.13
RANDALL REEVES & SYBIL REEVES	224.02
RASH, JAMES DENNIS	43.37
RAVAL, HASMUKH M	3.67
RAWLINS, JOHN H	36.51
RBC CORPORATION	951.96
REBPAT LEASING	35.29
REGIONS MORTGAGE	1,424.03
REIDY, TERESA C	12.66
REMAX METRO REALTY	494.43
REMAX METRO REALTY AT THE UNIVERSITY	89.90
REMBERT, JAMES T	199.27
REXFORD PARK INVESTORS LLC	338.66
RHODES, ALBERT	193.16
RICK STIKELEATHER D/B/A STIKELEATHER INVESTMENTS	9.30
RITE AID HDQTRS CORP	718.61
RITZ, KATHLEEN M	419.09
ROBERTS, CATHERINE M	6.28

ROBINSON PRESBYTERIAN CHURCH	1,466.79
ROBISON, GILBERT L	7.84
ROGERS, JEFFREY N	7.11
ROLFS, TIMOTHY R	4.02
ROSEHAVEN INVESTORS LLC	817.04
ROSSBACH, SCOTT R	293.69
ROSSMAN, JOANNE E	8.77
RULE, BRETT	948.75
RUSH, THOMAS J	23.90
RUTH PECK TREADWAY TRUST, .	1.48
S S PROPERTIES &	171.92
S L E INVESTMENTS LLC	115.91
S. C. HONDROS & ASSOCIATES, INC.	11.86
SAMS MART	1,537.11
SANDERS, JULIUS T JR	13.44
SAWANT, VASANT N	9.65
SCALEYBARK PARTNERS LLC	5,369.86
SCHAD, GUS	520.30
SCHILL, FAMILY TRUST	5.62
SCHULMAN, MARTIN	93.82
SEIGLE POINT, LLC	6,846.31
SENIOR VILLAGES LLC	4,368.03
SETTLEMENT SERVICES INC	58.60
SEVENTH STREET INVESTORS LLC	5.24
SEXTON, ROBERT ALAN	7.29
SHAW, DALE R	71.71
SHEFFER, DAVID A	753.81
SHINN, ROBERT W	238.92
SHREEJI HOSPITALITY AIRPORT, LLC	523.13
SHRONVIEW FEDERAL CREDIT UNION	157.32
SIKES, BILLY G	54.99
SILVER COLONNADE LLC	8,542.88
SILVERLAKE V LLC	41.03
SIMON, ROBERT F	134.48
SIMPSON & LOFLIN PLLC	466.29
SJREEJI PROPERTIES BROOKSHIRE LLC	31.89
SKYFIRE CORPORATION	2,554.20
SLAYDEN PROPERTIES LLC	1.86
SMITH, ALMA JEAN THOMPSON	3.04
SMITH, DOROTHY BEATTY	560.29
SMITH, GAYLE G	2.89
SMITH, JAMES EDWARD	9.48
SMITH, JOHN G	4.85
SMITH, PEGGY J	1.23
SMITH, RICKEY B	2.35
SMITH, THOMAS E	165.90
SMITH, VIOLA W	5.68
SMITH, WILLIAM DONALD	3.12
SNS HOSPITALITY LLC	433.22
SOLOMON, LORA	2.21
SONIC AUTOMOTIVE INC	11,488.03
SOUTH 36R LLC	27,783.10

SOUTH PROPERTIES LLC	3.51
SOUTHERN FREIGHT LINES INC	1,063.36
SOUTHERN KOREAN PRESBYTERIAN CHURCH	59.37
SPERRY, RONALD	163.88
SPLENDORE, MARCEL M	9.35
STALLINGS, J KEITH	278.15
STAMPLEY C D ENTERPRISES INC	37.88
STATE EMPLOYEES CREDIT UNION	1,482.74
STEFAN, ROBERT JOSEPH	0.93
STEINBERGER, NORMAN F	6.08
STEINMANN, CHRISTOPHER R	103.50
STEVENS, WILLIAM M	2.31
STEVENSON, MICHAEL	52.01
STEWART STREAM LTD PARTNERSHIP	80.67
STIKELEATHER RICHARD W	613.17
STIMPSON, JOSEPH W	641.70
STONEMARKER LLC	889.14
STOUT, JEANETTE T	97.05
STRAWN, STEPHEN H	47.14
STRIKELEATHER, RICHARD	64.70
STROUPE, JERRY WARE & W	3.37
SUAREZ, ALBA LEONOR	402.48
SUCCESSION SOLUTIONS INC	288.26
SUDDATH RELOCATIO SYSTEMS OF CHARLOTTE LLC	1,148.65
SUHR, JOHN NICHOLAS JR	19.32
SULLIVAN, DANIEL JOSEPH	539.77
SUN CHEMICAL CORPORATION	5,872.71
SUNBELT HOMES	389.57
SUNRISE HOTEL LLC	25.96
SUNTRUST BANK INC	13,015.67
SUPER WASH LAUNDRY	120.49
SUTKER, RENEE B	97.89
SWEDE, ABDALLAH A	6.61
SWINK, L P	3.50
SYRACUSE, RAYMOND G	1.38
TAICH, THOMAS NEIL	3.62
TARGET CORPORATION T-762	13,091.65
TEMMING, LORENE	382.00
TETRAD DEVELOPMENT LLC	3,500.57
THAYER, ERNEST M	1,387.30
THE BLOSSOM SHOP FLORIST INC	0.17
THE LAW OFFICE OF CHRISTI A MISOCKY PC	5.70
THE MAYHALL LAW FIRM APLC	3,122.60
THE PANTRY INC	5.73
THE TRADITION AT MALLARD CREEK LLC	260.07
THOMAS, ANN D	46.32
THOMAS, PEGGY R	6.90
THOMAS, ROBERT D	6.48
THOMPSON, BRENNEMAN	945.12
THOMPSON, KAREN P	53.28
THOMPSON, PETER K	793.46
THREE M PROPERTIES LLC	4.27

TIME EQUITIES INC	13.02
TMP PROPERTIES LIMITED PARTNER SHIP	190.86
TODD, JOHN LUCAS	145.11
TODD, MICHAEL E	47.01
TOSCO TRUST (BNY	10.69
TOZZI, TROY W	138.73
TPM PROPERTIES	7,559.55
TRAN, KHOI TUAN	144.19
TRAYNOR, DAVID RICHARDSON	31.34
TRINITY COMMUNITY APARTMENTS LP	1,059.29
TRIPLE CROWN LLC	81.01
TRIPLE L LANDSCAPE LLC	1.84
TRIVEN PROPERTIES LLC	2,321.71
TRUXELL, EVELYN O	46.22
TSANG, JEFF	410.76
TUCKER, JONATHAN R	76.50
TULL BROTHERS INVESTMENT	3,750.18
TURENNE, LUCIEN J	8.67
TURNBULL, JEFFREY B	10.93
TURNER, DIANE M	270.07
TURNER, MIRIAM A	46.22
TWO LAKEPOINTE PLAZA	46,127.72
TWO WATER RIDGE PLAZA	37,755.83
UC CREDIT SERVICES LLC	1,874.19
UC SERVICES LLC	1,971.15
UNITED INC	2.19
US BANCORP SERVICE PROVIDERS	327.75
VALTANEN, MARITSA LINDROOS	272.69
VALU TREE REAL ESTATE TAX SERVICE	1,186.74
VIET-MY CORPORATION %	338.89
VILLA HEIGHTS PROPERTIES LLC	1,874.64
VILLAGE AT WHITEHALL 112 LLC	4,261.75
VINSON, RENITA	2.16
VISION VENTURES CONSTRUCTION SERVICES	7.10
WACHOVIA BANK N.A.	80,356.50
WAGENER, JUDITH L	5.20
WALENCZYK, JEFFREY J	17.10
WAL-MART REAL ESTATE BUSINESS TRUST	22,342.48
WARREN, JACKIE W	16.43
WATER CONSTRUCTION	31.36
WATERS CONSTRUCTION COMPANY INC	1,944.16
WATKINS, DAVID M	557.67
WATTS, CHARLES DANIEL R/T	32.07
WATTS, TERRY D	84.27
WC&C	6.61
WEBB, G HOWARD JR	1,888.73
WEINGARTEN REALTY INVESTORS	82.85
WEISIGER, FRED C	52.96
WELCH, JOE ARNOLD	258.32
WELLS FARGO HOME MORTGAGE	11,825.29
WESTERLY HEIGHTS PARTNERS LLC	2,938.66
WESTERLY STATION PARTNERS LLC	4,622.73

WESTON PROPERTIES LTD	3.94
WHISNANT, JOSEPH C JR	7.01
WHITE, ANDREW	42.06
WHITE, JEFF	50.83
WHITE, RICHARD D	965.85
WHITENER, ROBERT S	31.42
WHITMAN, JOHN SPENCER	1,812.93
WHODANGIT LLC	4.55
WICKHAM, CHARLES L JR	22.29
WILDER, BRIAN J	21.84
WILKERSON, DOUGLAS GARY	0.98
WILKINSON, NEILL	7.57
WILLIAMS, RONALD P	7.54
WILSON, DAVID F	13.47
WILSON, MARY ELLEN	13.42
WILSON, MARY S	52.22
WILSON, WILLIAM L	47.62
WINDSOR AT GREYLYN LLC	9,493.50
WINTHROW PROPERTIES	26.95
WOLFE, IRMA GAIL	36.71
WOODFOREST NATIONAL BANK	185.44
YATES, REGINALD L	231.62
YEATTS, RODNEY A	67.06
YEVAK, RICHARD	299.93
YFP LLC	26.41
YORK CROSSING LLC	8,207.85
YOUNG TERRY ASSOCIATES	38.02
ZALECKI FAMILY LTD PARTNERSHIP PMB	58.80
ZOELLER, ROGER J	92.43
Grand Total	953,680.65

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

Reference is made to the schedule of "Business Privilege License 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:

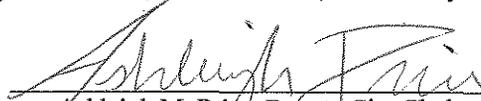
1. The City-County Tax Collector has collected certain taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

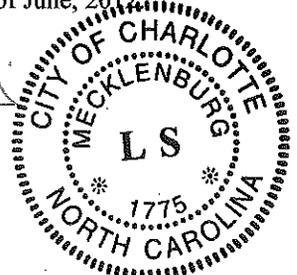
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 11th day of June 2012 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Ashleigh Martin, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 11th day June, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (741-742).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of June, 2012.


Ashleigh M. Price, Deputy City Clerk



**Mecklenburg County
Business Tax Collections
City Refunds**

Business Privilege License Refund Request	
BUSINESS NAME	AMT DUE
Dilworth Neighborhood Grille	\$2,227.19

June 11, 2012
Resolution Book 43, Page 742

MLG
6/4/2012

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

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **ENDERLY PARK NEIGHBORHOOD IMPROVEMENT PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **ENDERLY PARK NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **233 square feet (.005 acre) of storm drainage easement and 1,645 square feet (.038 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 065-044-41; said property currently owned by **ELIJAH ALI HACKETT, III and spouse, if any; NATIONAL CITY MORTGAGE CO., Beneficiary; UNITED STATES DEPARTMENT OF THE TREASURY-INTERNAL REVENUE SERVICE, Possible Judgment Creditor; BAKER-MITCHELL CO., Possible Judgment Creditor**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

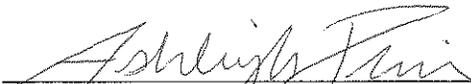
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

CERTIFICATION

I, Ashleigh Martin, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 11th day June, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 743.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 11th day of June, 2012.


Ashleigh M. Price, Deputy City Clerk

