

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA AUTHORIZING THE NEGOTIATION AND EXECUTION OF A SMALL  
STARTS GRANT AGREEMENT (SSGA) WITH THE UNITED STATES DEPARTMENT OF  
TRANSPORTATION (USDOT), FEDERAL TRANSIT ADMINISTRATION FOR THE 50%  
FINANCIAL SHARE OF THE CITYLYNX GOLD LINE PHASE 2 PROJECT.**

Councilmember

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

**WHEREAS**, the federal and state governments are authorized to make grants for mass transportation projects;

**WHEREAS**, the contract for financial assistance may impose certain obligations upon the applicant, including the provision by it of the local share of project costs;

**WHEREAS** the CityLYNX Gold Line Phase 1 project is a 1.5 mile starter project under construction from the Time Warner Cable Arena to Novant Presbyterian Hospital;

**WHEREAS**, the CityLYNX Gold Line Phase 2 project will extend the CityLYNX Gold Line Phase 1 project by 2.5 miles, add eleven (11) new stops and replace the Gomaco replica trolley vehicles with modern streetcar vehicles;

**WHEREAS**, the City has developed a Financial Plan, using a combination of local and Federal funds, and may include in-kind real property donations, to finance the costs of the Project and, in accordance with its plan, has requested a Small Starts Grant Agreement to provide Federal financial assistance for 50% of the Project Costs;

**WHEREAS**, the Small Starts Grant Agreement will provide federal financial assistance to support final design and construction of the Project, up to a maximum of \$75,000,000 in federal Small Starts funds;

**WHEREAS**, the Small Starts Grant Agreement will establish the City's commitment to the local share of the project, its obligation to complete the project, its obligation to achieve revenue operation by the SSGA Revenue Service Date; its obligation to fund any costs in excess of the estimated project cost; and its obligation to finance future maintenance and operational costs of the project;

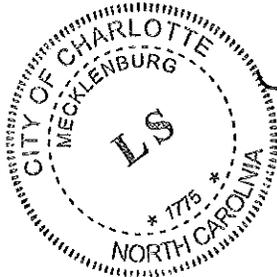
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Charlotte, North Carolina, in its regular session duly assembled, as follows:

That the City Manager or designee is authorized to apply for, negotiate, execute and comply with all terms and conditions of a Small Starts Grant Agreement (SSGA) with the United State Department of Transportation (USDOT) Federal Transit Administration for the 50% financial share of the CityLYNX Gold Line Phase 2 Project with a maximum federal Small Starts funding contribution of \$75,000,000.

CERTIFICATION

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 292-293.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



*Emily A. Kunze*

Emily A. Kunze, Deputy City Clerk

## RESOLUTION

Extract from the minutes of a regular meeting of the Charlotte City Council held on August 25, 2014.

The following resolution was introduced by Councilmember Howard, seconded by Councilmember Fallon, considered and adopted.

Resolution authorizing, adopting, approving, accepting and ratifying the execution of the grant agreement for the AIRPORT IMPROVEMENT PROGRAM (3-37-0012-72-2014) between the United States of America and the City of Charlotte, North Carolina.

Be it resolved, by the City Council of The City of Charlotte, North Carolina

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

SECTION 2. That the Execution of said Grant Agreement in quadruplicate on behalf of said City Council by Brent Cagle, Interim Aviation Director and the impression of the official seal of the City of Charlotte and the attestation by Stephanie Kelly; City Clerk is hereby authorized, adopted, approved, accepted and ratified.

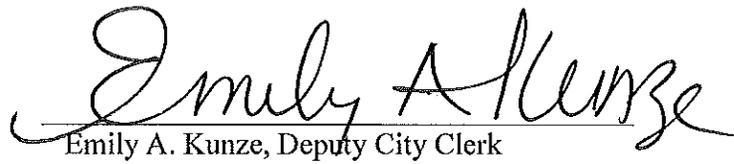
SECTION 3. That the Interim Aviation Director is hereby authorized to execute payment requests under these Grant Agreements on behalf of said City of Charlotte.

**CERTIFICATION**

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 294-295.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk

CHARLOTTE, NORTH CAROLINA  
CITY COUCIL

RESOLUTION RATIFYING EXECUTION OF THE RESTATED INTERLOCAL  
AGREEMENT FOR THE ENVIRONMENTAL DATABASE MANAGEMENT  
SYSTEM BETWEEN THE  
CITY OF CHARLOTTE AND MECKLENBURG COUNTY

WHEREAS, in July, 2005 the City of Charlotte (the "City") and Mecklenburg County (the "County") entered into a Master Agreement for System Integration to design, implement, license and maintain an environmental data management system built around a software application called CityWorks, owned by Azteca Systems, Inc.

WHEREAS, in April 2006, before the CityWorks System went into operation, the City and County entered into an Interlocal Agreement for Environmental Data Management System governing how the City and County would allocate administrative responsibilities and costs for shared use of the System (the "Interlocal Agreement").

WHEREAS, the Interlocal Agreement named the County as lead agency in managing contracts for the System, with the cost of maintaining the System shared 50% by the County and 50% by the City.

WHEREAS, since the 2006 Interlocal Agreement, the City's use of the System has increased relative to that of the County. To reflect this change in usage, the City and the County desire to amend the Interlocal Agreement to have the City assume management of the System contracts. The 50% split of annual cost remains the same.

WHEREAS, North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City and the County to enter into an interlocal agreement regarding joint operation of the System; and

WHEREAS, N.C. Gen. Stat. 160A-461 requires that this agreement "be ratified by resolution of the governing board of each unit spread upon its minutes."

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

1. Approves and ratifies the attached Restated Interlocal Agreement for the Environmental Data Management System with Mecklenburg County; and
2. Authorizes the City Manager to execute such Agreement in substantially the forms attached to this resolution and
3. Authorizes the City Manager to amend such Agreement from time to time in the circumstances set forth therein; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

Approved as to form:

*Carolyn D. Johnson*  
Senior Deputy City Attorney

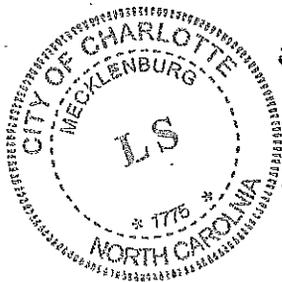
ATTEST:

*Emily A. Kunze*  
Deputy City Clerk

CERTIFICATION

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s)296-317.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
CITY OF CHARLOTTE**

**RESTATED INTERLOCAL AGREEMENT  
FOR ENVIRONMENTAL DATA MANAGEMENT SYSTEM**

**THIS RESTATED INTERLOCAL AGREEMENT FOR ENVIRONMENTAL DATA MANAGEMENT SYSTEM** (the "Agreement") is entered into as of \_\_\_\_\_, 2014 (the "Effective Date") by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the "City") and MECKLENBURG COUNTY, a political subdivision of the State of North Carolina, (the "County").

**STATEMENT OF BACKGROUND AND INTENT**

A. On July 2, 2004, the City and the County jointly sent out a Request for Proposals for an environmental data management system to assist the City and County in managing storm water data, and to provide electronic access by the City, the County and the public to all appropriate environmental data (the "RFP").

B. GeoAnalytics, Inc. ("GeoAnalytics") submitted a proposal in response to the RFP, and the City and County negotiated and entered into a Master Agreement for System Integration with GeoAnalytics (the "MASI") to design, implement, license and maintain an environmental data management system (the "System"). The System was built around a software application called CityWorks, which was and is owned by Azteca Systems, Inc. ("Azteca").

C. In April 2006, before the System went into operation, the City and County entered into an Interlocal Agreement governing how the City and County would allocate management responsibilities and costs for shared use of the System (the "Interlocal Agreement"). The Interlocal Agreement provided that the County would be the lead agency in managing the System, and that the cost of maintaining the System would be shared 50% to the County and 50% to the City.

D. In July, 2010, after the System had been in successful operation for several years, the County began dealing directly with Azteca for licensing and maintenance of the System.

E. Since the 2006 Interlocal Agreement, the City's use of the System has increased relative to that of the County. To reflect this change in usage, the City and the County desire to amend and restate the Interlocal Agreement to have the City assume responsibility for managing the System. The parties also desire to make other more minor changes, all as set forth more specifically herein.

G. North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City and the County to enter into an interlocal agreement regarding joint operation of the System.

**NOW THEREFORE**, for and in consideration of mutual promises to each as herein after set forth, the City and the County hereby amend and restate the Interlocal Agreement to read as follows:

1. **Purpose.** The purpose of this Agreement is to establish terms governing the joint operation, funding and future development of the System by the City and the County.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
  - 2.1. **Agreement:** This Restated Interlocal Agreement For Environmental Data Management System.
  - 2.2. **Azteca Contract:** Any contract in effect at any time between Azteca and either the City or the County for licensing and maintenance of Azteca software that is part of the System.
  - 2.3. **Business Project Managers:** The City and the County shall designate an individual, or individuals, to serve as its Business Project Manager for the purpose of coordinating resources, facilitating communication about the System, making decisions about the System and performing the other responsibilities assigned to the Business Project Managers under **Exhibit B**. The City or County may change the identity of their Business Project Managers upon 10 days prior written notice to each of the other Departments' Business Project Managers. The Business Project Managers as of the Effective Date are identified in **Exhibit C**.
  - 2.4. **City Infrastructure:** The City computer network and City user desktops.
  - 2.5. **Company:** Azteca Systems Inc. The term "Company" shall also mean any successor in interest to Azteca (whether by merger, acquisition, assignment or other transfer), or any entity that assumes the rights and/or obligations of Azteca under its contracts with the City or County.
  - 2.6. **County Infrastructure:** The County computer network and County desktops.
  - 2.7. **Days:** Each reference to "days" in this Agreement shall mean calendar days, unless stated otherwise.
  - 2.8. **Department:** A department or division of either the City or the County.
  - 2.9. **Effective Date:** The date set forth in the first sentence of this Agreement.
  - 2.10. **Executive Sponsorship Committee:** The Executive Sponsorship Committee shall consist of the Director of each participating Department, and shall be the first level of dispute resolution as provided in Section 12. The individuals comprising the Executive Sponsorship Committee as of the Effective Date are listed in **Exhibit C**.
  - 2.11. **Fiscal Year:** The fiscal year of the City and the County - which begins on July 1<sup>st</sup> and

ends on June 30<sup>th</sup>.

- 2.12. **Infrastructure Software:** The software necessary to operate the System Hardware that is not licensed to the parties under the Azteca Contract.
- 2.13. **Maintenance Fee:** The annual maintenance fee payable to the Company under the Azteca Contract.
- 2.14. **MASI:** The Master Agreement for System Integration entered into by the City and the County with GeoAnalytics, Inc. in or about July, 2005 for the design, implementation, and licensing and maintenance of the System. The MASI was superseded by the Azteca Contract in 2010.
- 2.15. **Program Managers.** The City and County shall designate an individual, or individuals, to serve as Program Managers for the purpose communicating with the Company and performing the other responsibilities assigned to the Program Manager under and Exhibit B. The City or County may change the identity of their Program Manager upon 30 days prior written notice to the Company and to each of the Business Project Managers.
- 2.16. **Project Team.** The Project Team will consist of personnel appointed by the Executive Sponsorship Committee. Member appointments will be based on technical expertise, likely interaction with the System and resource availability. The Executive Sponsorship Committee will maintain control over Project Team members for scheduling and administrative matters.
- 2.17. **Service Level Agreement:** The any service level agreement entered into by the parties regarding management and performance of the System, provided that to be valid a Service Level Agreement must be signed by the City Manager and County Manager or their designees, and must specifically reference this Agreement.
- 2.18. **System:** The term "System" shall mean: (a) the environmental data management system as implemented for the City and County by the Company; (b) all hardware and software necessary to operate such environmental data management system (other than desktops and the County or City's internal network); and (c) all updates, enhancements, and customizations to each of the forgoing.
- 2.19. **System Costs:** The annual Maintenance Fee payable to the Company under the Azteca Contract, and any additional costs for software, hardware and services relating to the System that the parties agree in writing to share under this Agreement. The System Costs as of the Effective Date are identified in Exhibit A. Costs that relate to the System but are solely for the benefit of one party or the other are not System Costs and will not be shared absent prior written agreement to the contrary.
- 2.20. **System Hardware:** All hardware and equipment acquired for use in connection with the System. The System Hardware as of the Effective Date is listed in Exhibit A.

- 2.21. System Software:** All software that is licensed to the parties under the Azteca Contract, and all other software that becomes part of the System. The Software as of the Effective Date is listed in **Exhibit A**.
- 3. Ownership of the System.** The System will be jointly owned by the City and the County. All System Software will be jointly licensed to the City and the County.
- 4. Cost Allocation and Payment of System Costs.**
- 4.1. Payments to the Company.** The City will pay the annual Maintenance Fee to the Company within the time period required by the Azteca Contract. The City will pay any other System Costs within the time required by the applicable contract(s).
- 4.2. Allocation of System Costs between City and County.** The County will reimburse the City for fifty percent (50%) of the System Costs referenced in **Exhibit A**. Unless the parties agree in writing otherwise, this same cost allocation will apply to any additional System Costs for System Software, System Hardware or services that the parties mutually agree in writing to procure and add to this Agreement. Any agreement to vary the cost allocation set forth above for new System Costs shall be set forth in a written addendum to this Agreement, and shall be signed by the City Manager and the County Manager.
- 4.3. Timing of Reimbursement by the County.** The City will invoice the County for the County's share of System Costs upon the City's receipt of the applicable invoices, and will provide all documentation reasonably requested by the County to verify such payments. The County will reimburse the City within sixty (60) days after receiving the City's invoice and any requested documentation.
- 4.4. Disputes as to Payment of the Company.** If either the City or the County objects to the payment of any amount invoiced to the City for System Costs, then the party objecting to payment shall notify the other party in writing of the basis for its objection within fifteen (15) days after the objecting party's receipt of the disputed invoice. If the City and the County disagree as to whether a particular invoice should be paid in full, they will seek to resolve the matter in accordance with the dispute resolution procedures set forth in Section 15 of this Agreement, and in such event: (a) both parties will use best efforts to resolve the matter as expeditiously as possible; and (b) the City will withhold payment until matter has been resolved. Notwithstanding the forgoing, if the parties have not agreed whether to pay an invoice within twenty (20) days after receipt of a written notice of default from the Company, then either party shall be entitled to pay the invoice and have the cost of such payment allocated between the City and the County through the dispute resolution process set forth in Section 12 based all surrounding circumstances (including without limitation whether valid grounds existed for withholding payment, any harm suffered by the objecting party as a result of the payment not being withheld and any benefits that accrued to the objecting party as a result of the payment).
- 5. City and County Responsibilities Regarding System.**

- 5.1. Equal Authority.** The City and the County will each have an equal vote and decision making authority regarding all decisions that need to be made regarding the System, including without limitation vendor customization and new development, selection of System features, acceptance or rejection of deliverables, vendor-provided training, performance criteria and timing of implementation, whether to install upgrades and enhancements, the timing of upgrades and enhancements, the addition of new users or Departments (except as provided in Section 11), maintenance and support issues and all other matters regarding implementation of the System or maintenance and support of the System. No action will be taken with on any decisions regarding the System without the prior written consent of both the City and the County. Any disputes that might arise with regard to any aspect of the System will be resolved in accordance with the dispute resolution process set forth in Section 12 of this Agreement.
- 5.2. City and County Responsibilities.** The City's and County's respective responsibilities regarding operation and maintenance of the System are set forth in **Exhibits B**.
- 6. System Hardware.** The County and the City shall each own, pay for and maintain all Hardware that supports their individual use of the System. Neither shall own nor be responsible for Hardware that is used to support the other's use of the System, and such Hardware shall not be included in the System Costs.
- 7. Other Contracts Affecting the System.** After execution of this Agreement, neither party will execute any additional software licenses or other agreements that would become part of the System or affect the use or operation of the System without the other party's prior written consent. Any licenses executed by either party for software that would become part of the System or affect the use or operation of the System shall name the City and the County as co-licensees. Each party represents and warrants that, aside from the MASI, the Azteca, neither of them has entered into any software license or other agreements as of the Effective Date regarding software that would become part of the System or affect the use or operation of the System, other than those identified in **Exhibit A** (if any).
- 8. Service Level Agreement.** The County and the City will each operate and manage the System so as to comply with any Service Level Agreement that may be agreed to in writing from time to time, provided that in order to be valid a Service Level Agreement must be signed by the City Manager and County Manager or their designees, and must specifically reference this Agreement. The parties may amend the Service Level Agreement from time to time through written amendments executed by the City Manager and County Manager or their designees.
- 9. Term.** Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement.
- 10. Termination.** This Agreement may be terminated upon the following terms and conditions:
- 10.1. Mutual Consent.** The parties may terminate this Agreement by mutual written consent of the City Manager and County Manager under such terms as may be agreed to by the parties.

**10.2.Termination Without Cause.**

**10.2.1. By One Party:** Either party may unilaterally terminate this Agreement without cause upon twelve (12) months prior written notice to the other party, provided that the party electing to terminate shall discontinue using the System upon termination of this Agreement. Termination under this provision shall not relieve either party of any payment obligations that have accrued prior to the effective date of termination, provided that the terminating party shall have no obligation to pay any portion of the System Costs that accrue after termination or any other costs that accrue after termination.

**10.2.2. By Both Parties:** In the event either party elects to unilaterally terminate this Agreement without cause pursuant to Section 10.2.1, the other party shall have the right to make it a mutual termination without cause by providing written notice to the terminating party within sixty (60) days after receipt of the terminating party's written termination notice. In the event written notice of mutual termination is sent within this time period, then both parties shall terminate the Azteca Contract and any other contracts under which System Costs are then or will subsequently be due. In such event any outstanding payment obligations shall be divided between them as though this Agreement were still in effect, provided that the party that first gave notice of termination under Section 10.2.1 shall not be liable for any obligations (such as renewal of software maintenance fees) that were incurred after the other party received written notice of unilateral termination under Section 10.2.1. If either party begins using the System again within three (3) years after such mutual termination takes effect, then the party that starts using the System again shall within sixty (60) days after starting to use the System reimburse the other party for any payments made by the other party pursuant to this Section.

**10.3.Material Breach.** Upon the occurrence of a Material Breach as defined in Section 10.3.1 and a failure to cure by the breaching party after receipt of written notice of default as set forth in Section 10.3.2, the non-breaching party shall have the right to exercise the remedies set forth in Section 10.3.3.

**10.3.1. Definition of Material Breach.** Each of the following shall constitute a "Material Breach" for purposes of this Agreement:

**10.3.1.1. County Failure to Pay:** Failure by the County to make any payment to the City required under Sections 4 or 5 within the time period set forth therein;

**10.3.1.2. City Failure to Pay:** Failure by the City to make any payment to the Company required under Sections 4 or 5 of this Agreement within the time required by the Azteca Contract (unless the County has objected to such payment);

**10.3.1.3. Default Under the Azteca Contract:** Breach of the Azteca Contract by either party (other than a failure to pay, which is covered by Section 10.3.1.2); or

**10.3.1.4. Failure to Grant Access:** Failure by either party to grant the other party access to use the System as required by this Agreement.

**10.3.2. Opportunity to Cure.**

**10.3.2.1. Material Breaches that Require Opportunity to Cure.** Upon the occurrence of a Material Breach under Sections 10.3.1.1, 10.3.1.2, 10.3.1.3 or 10.3.1.5, the non-breaching party (if it desires to exercise the remedies set forth in Section 10.4) shall provide written of the Material Breach to the breaching party (the "Notice of Breach"). The Notice of Breach must identify the Material Breach, state what outcomes must occur for the breach to be cured and state that the non-breaching party may exercise its rights under Section 10.4 of this Agreement if the breach is not cured within the applicable cure period set forth herein. The applicable cure periods are:

**10.3.2.1.1. County Failure to Pay:** thirty (30) days after the County's receipt of the Notice of Breach from the City.

**10.3.2.1.2. City Failure to Pay or Other Default Under the Azteca Contract:** the sooner of: (a) thirty (30) days after the breaching party's receipt of the Notice of Breach from the other party to this Agreement; or (b) fifteen (15) days after the breaching party's receipt of a notice of default from the Company under the Azteca Contract. Notwithstanding the forgoing, if the non-breaching party receives no notice of the breach: (a) then on-breaching party shall not be required to provide a Notice of Breach, and (b) the cure period for the breaching party shall be fifteen (15) days after the breaching party's receipt of a written notice of default from the Company under the Azteca Contract.

**10.3.2.1.3. Failure to Grant Access:** three (3) days after the breaching party's receipt of the Notice of Breach from the other party to this Agreement.

**10.4. Remedies for Material Breach.** In the event of a Material Breach and failure to cure within the applicable cure period set forth in Section 10.3 (if any), the non-breaching party shall be entitled to exercise one or more of the following remedies:

**10.4.1.1.** Elect to assume the role of the other party under this Agreement pursuant to Section 11 of this Agreement;

**10.4.1.2.** Terminate this Agreement for default;

**10.4.1.3.** Seek injunctive relief for enforcement of this Agreement; or

**10.4.1.4.** Seek damages or any remedy other than termination available at law or at equity for failure to comply with this Agreement.

Notwithstanding the forgoing, the non-breaching party shall attempt to resolve the matter by proceeding through Step 2 of the dispute resolution process set forth in Section 15 prior to exercising any of the remedies set forth above. Additionally, no termination for default by the City shall be effective unless authorized by the City Manager or an Assistant City Manager, and no termination for default by the County shall be effective unless authorized by the County Manager or a General Manager.

**11. Role Reversal.** In the event of a Material Breach, the non-breaching party to this Agreement shall be entitled to assume the role of the other party in accordance with the following terms:

**11.1.** The party entitled to initiate the role reversal shall provide written notice to the other party at least 60 days before the role reversal shall take effect (the date the role reversal takes effect being the "Role Reversal Date");

**11.2.** At least thirty (30) days prior to the Role Reversal Date, the City and the County will notify the Company that the County will assume responsibility for payment of amounts due under the Azteca Contract;

**11.3.** The City will assume all rights and obligations of the County that accrue on or after the Role Reversal Date under Sections 4, 5, 6, 7, 9, 10 and 14 of this Agreement, and under Exhibits B and C of this Agreement and any Service Level Agreement that may then be in effect;

**11.4.** The County will assume all rights and obligations of the City under that accrue on or after the Role Reversal Date under Sections 4, 5, 6, 7, 9, 10 and 14 of this Agreement, and under Exhibits B and C of this Agreement and any Service Level Agreement that may then be in effect; and

**11.5.** Neither party shall be liable for any obligations of the other party that accrued prior to the Role Reversal Date.

**12. Dispute Resolution.** All disputes and differences that may arise between the City and the County with respect to any matters relating to the System will be resolved in accordance with the dispute resolution procedures set forth below.

**12.1. Step 1:** The first step in resolving a dispute will be to present it in writing to the Executive Sponsorship Committee (the "Dispute Notice"). Either party shall be entitled to submit a Dispute Notice to the Executive Sponsorship Committee, and the Dispute Notice Date shall be the date it is emailed or hand delivered to the members of the Executive Sponsorship Committee. In the event both parties submit a Dispute Notice relating to the same dispute, the two shall be combined into one, and the time periods set forth in this Agreement shall run from the earliest Dispute Notice Date. Upon receipt of a Dispute Notice, the Executive Sponsorship Committee will promptly meet and in good faith, recognizing the City's and County's mutual interests, attempt to reach a just and equitable solution which is acceptable to both parties.

**12.2.Step 2:** If the Executive Sponsorship Committee does not resolve the dispute to the satisfaction of both parties within seven (7) days after the Dispute Notice Date, the next step will be for the Director of the City's Engineering and Property Management Department (the "City Engineering Director") and the Director of the County's Land Use and Environmental Services Department (the "County LUESA Director") to attempt to resolve the matter. The City will be responsible for providing all necessary background information to the City Engineering Director, and the County will be responsible for providing all necessary background information to County LUESA DIRECTOR. Upon receipt of a Dispute Notice, the City Engineering Director and the County LUESA DIRECTOR will promptly consult and negotiate and in good faith attempt to reach a just and equitable solution which is acceptable to both parties.

**12.3.Step 3:** If the City Engineering Director and the County LUESA DIRECTOR do not resolve the dispute within fourteen (14) days after the Dispute Notice Date, then either party shall be entitled to submit the dispute to mediation with the American Arbitration Association ("AAA") by filing a written request for mediation with AAA and simultaneously providing the other party with a copy of such request. The written request will contain a brief statement of the nature of the dispute and the name and telephone numbers of at least two contact persons who represent the City on the Executive Sponsorship Committee and two contact persons who represent the County on the Executive Sponsorship Committee. The mediation will be administered by AAA under its Commercial Mediation Rules, with the following exceptions:

(a) Selection of Mediator. The Commercial Mediation Rule governing selection of the mediator (current Rule 4) is revised as follows: The mediator shall be selected by a listing process. Upon receipt of a request for mediation, AAA shall provide each party with a list of proposed neutral, third party mediators who have the background and experience necessary to understand the technology issues relevant to the dispute. Each party will then be given seven (7) days from the receipt of this list to strike all names deemed unacceptable, number the remaining names in order of preference, and return the list to AAA. AAA will promptly select a mediator from the names remaining on the list, in the designated order of mutual preference and mediator availability. Every effort will be made by the parties and AAA to conduct the mediation within ten (10) days after selection of a mediator.

(b) Written Memorandum: Despite any provisions to the contrary in the Commercial Mediation Rules, neither party shall be required to submit a written memorandum to the mediator prior to mediation. Either party shall be entitled to submit a memorandum if it so desires. The parties will be expected to bring to each mediation session all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement its information if the mediator reasonably deems such supplemental information to be necessary or desirable for purposes of resolving the dispute.

(c) Authority of the Mediator. The Commercial Mediation Rule governing the authority of the mediator (currently Rule 10) is revised as follows: The mediator does not have the authority to

impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral recommendations to them regarding settlement. The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties. In the event mediation is terminated without resolution of the dispute, the mediator will prepare and submit to the parties a brief written report setting forth: (i) a summary of the final position of each party with regard to the dispute; and (ii) a proposed resolution which in the mediator's judgment best serves the needs of the customers of the System as a whole.

**12.4. Step 4:** If the parties do not resolve the dispute within forty-five days after the Dispute Notice Date, then either party shall be entitled to submit the dispute to arbitration with the American Arbitration Association ("AAA") by filing a written request for arbitration with AAA and simultaneously providing the other party with a copy of such request. The written request will contain a brief statement of the nature of the dispute and the name and telephone numbers of at least two contact persons who represent the City on the Executive Sponsorship Committee and two contact persons who represent the County on the Executive Sponsorship Committee. The arbitration will be administered by AAA under its Commercial Arbitration Rules, with the following exception:

- (a) **Selection of Arbitrator.** The Commercial Arbitration Rule governing selection of the arbitrator is revised as follows: The arbitrator shall be selected by a listing process. Upon receipt of a request for arbitration, AAA shall provide each party with a list of proposed neutral, third party arbitrators who have the background and experience necessary to understand the technology issues relevant to the dispute. Each party will then be given seven (7) days from the receipt of this list to strike all names deemed unacceptable, number the remaining names in order of preference, and return the list to AAA. AAA will promptly select an arbitrator from the names remaining on the list, in the designated order of mutual preference and arbitrator availability. Every effort will be made by the parties and AAA to conduct the mediation within thirty (30) days after selection of an arbitrator.
- (b) **Expenses.** Notwithstanding anything contained in the contrary to the Commercial Arbitration Rules: (i) the expenses of witnesses for either side shall be paid by the party producing such witnesses; and (ii) all other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties.

**12.5. Time is of the Essence.** The parties acknowledge that time is of the essence in resolving disputes relating to the System. Accordingly, each party agrees to use its best efforts and cooperate in good faith to conduct the mediation and arbitration of all such disputes as expeditiously as possible.

**12.6. Representatives at Mediation and Arbitration.** Each party shall be entitled to have up to eight (8) representatives at a mediation or arbitration conducted in accordance with this

Section.

**12.7. Mutual Agreement as to Mediator or Arbitrator.** In the event the parties are able to mutually agree upon a mediator or arbitrator on their own without going through AAA, they shall be entitled to do so. In such event, the mediation or arbitration shall be governed by AAA's Commercial Mediation Rules or Commercial Arbitration Rules, with the exceptions set forth above, and excluding all references to AAA unless otherwise agreed to by the parties.

**13. Miscellaneous**

**13.1. Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the Business Project Managers for the respective parties, except that any notice relating to a breach or default by either party under this Agreement shall also be sent to the following:

**For The City**  
Jeb Blackwell  
City Engineering Director  
Engineering and Property Management  
City of Charlotte  
600 E Fourth Street  
Charlotte, NC 28202  
Phone: 704-336-3656  
FAX: 704-336-6586  
Email: [jblackwell@ci.charlotte.nc.us](mailto:jblackwell@ci.charlotte.nc.us) Email:

**For The County**  
Dave Canaan  
Director, County Water & Land Resources  
Water & Land Resources  
Mecklenburg County  
700 North Tryon Street  
Charlotte, NC 28202  
Phone: 704-336-3725  
FAX: 704-336-3846

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax shall also be simultaneously sent by mail deposited with the U.S. Postal Service, personal delivery or by overnight courier. 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.

**13.2. Amendment.** No Amendment to this Agreement shall be valid unless in writing and approved by the Charlotte City Council and the Mecklenburg County Board of Commissioners except for amendments authorized by this Agreement to be approved and executed by the City Manager and County Manager.

**13.3. Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for the exercise of any remedies hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not

attributable to the negligence, misfeasance or malfeasance of the party unable to perform or other acts or circumstances outside such party's reasonable control.

**13.4. Right to Audit.** Either party shall have the right to audit at its own expense any of the other party's records associated with the System, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection in Charlotte on reasonable notice during regular business hours.

**13.5. Waiver.** A waiver or any breach of any provision of the Agreement shall not constitute or operate as a waiver of any other provision, nor shall failure to enforce and provision hereof operate as a waiver of the enforcement of such provision or any other provision.

**13.6. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be invalid or unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.

**13.7. Entirety of 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 with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

**13.8. Survival.** Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

**13.9. Exhibits.** Each of the following Exhibits attached to and incorporated into this Agreement by reference:

**Exhibit A:** License and Maintenance Costs

**Exhibit B:** Parties' Responsibilities

**Exhibit C:** Project Managers and Committees

**Exhibit D:** Service Level Agreement

The parties have caused this Agreement to be executed as of the date first stated in the beginning

of this Agreement by authority duly granted by the Charlotte City Council and the Mecklenburg County Board of Commissioners.

**CITY OF CHARLOTTE**

**COUNTY OF MECKLENBURG**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
General Manager

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

Approved as to form:

\_\_\_\_\_  
County Attorney

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

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

\_\_\_\_\_  
Director of Finance  
City of Charlotte

\_\_\_\_\_  
Director of Finance  
Mecklenburg County

**EXHIBIT A**  
**To**  
**INTERLOCAL AGREEMENT**

**Licensing and Maintenance Costs**

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System (the "Agreement") between Mecklenburg County (the "County") and the City of Charlotte (the "City"). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement, or, if such term is not defined in the Agreement, then in the MASI, and if not in the MASI, then in applicable contract with the vendor referenced below.

Below is a description of the Software and hardware comprising the System as of the Effective Date. The System Costs as of the Effective Date include all licensing and maintenance fees relating the Software licenses. Each party will pay its own hardware costs.

**Description of Current Software Licenses:**

- Site license for Cityworks Server AMS & Desktop, Anywhere, Service Request API, Storeroom, WorkOrder Web Service API and Work Order API, and 10 Server PLL Logins for the City of Charlotte only.
- *Cityworks Site License*: Site license for Cityworks for ArcGIS, Cityworks Standalone, Cityworks Wireless and Cityworks Server

**Description of the System Hardware Currently Maintained by the City:**

- A database server
- 2 ArcGIS Servers
- 2 Application servers
- 1 File/image server

**Description of System Hardware Maintained by the County**

- . A database server
- A web application server
- 2 ArcGIS Servers

**EXHIBIT B**

**To  
INTERLOCAL AGREEMENT**

**City and County Responsibilities Regarding The System**

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System (the "Agreement") between Mecklenburg County (the "County") and the City of Charlotte (the "City"). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement, or, if such term is not defined in the Agreement, then in the MASI or in the Azteca Contract.

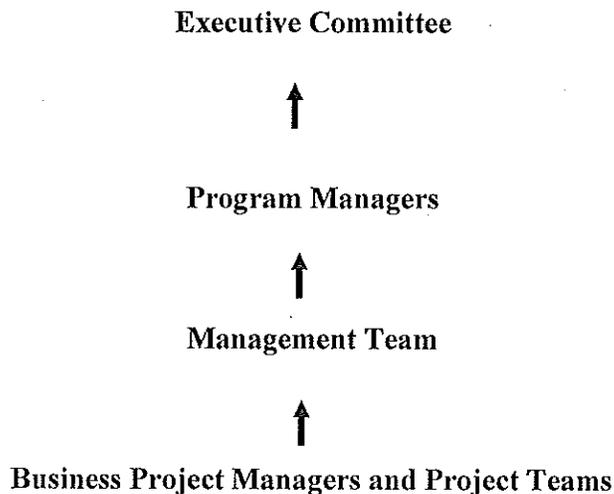
**County Responsibilities:**

- 1.1.1. Maintaining and operating the County Infrastructure; and
- 1.1.2. Managing any databases that are the responsibility of the County.

**City Responsibilities:** The City shall be responsible for:

- 1.1.3. Maintaining and operating the City Infrastructure; and
- 1.1.4. Managing any databases that are the responsibility of the City.

**2. Team and committee roles:** The roles of the Project Team, Management Team, Program Managers and Executive Sponsorship Team are as follows:



**3. Duties of the Program Managers:** The City and County Program Managers shall have the following responsibilities:

- 3.1. Coordinating to fulfill the City's and County's obligations under the Azteca Contract, this

- Agreement and any other applicable contracts relating to the System;
- 3.2. Promptly responding to the Company's Project Manager when consulted in writing or by e-mail with respect to System issues;
  - 3.3. Acting as the Department's point of contact for all aspects of the System, including contract administration and coordination of communication with the Department's staff;
  - 3.4. Coordination of the Department's resources whenever required in connection with System updates and enhancements;
  - 3.5. Be responsible for the overall schedule, cost (budget) and quality of EDMS;
  - 3.6. Monitor System performance and approve changes to plans and schedules previously approved;
  - 3.7. Resolve any policy, procedural or operational concerns in a timely fashion, as required.

In the event of vacation, illness or training, the Program Manager shall appoint a designee to serve in his or her temporary absence.

**4. Duties of the Project Managers.** The Project Managers will have the following responsibilities:

- 4.1.1. Serving as the liaison with the Customer Sponsors;
- 4.1.2. Leading the Project Team and serving as an ex officio member of the Management Team;
- 4.1.3. Developing, maintaining and publishing schedules as may be required from time to time for implementing updates and enhancements, etc;
- 4.1.4. Establishing and communicating Project Team member roles and responsibilities;
- 4.1.5. Communicating plans and activity statuses regarding the System to the Project Team, the Management Team, and others
- 4.1.6. Developing and reviewing action items regularly and maintain team accountability;
- 4.1.7. Identifying problems proactively and correct them;
- 4.1.8. Negotiating overall technical decisions for the Project;
- 4.1.9. Managing the overall System operation through cooperation with other Project Team members;

- 4.1.10. Providing direction to team members on completion of task assignments and responsibilities;
  - 4.1.11. Promoting teamwork among all Project Team and Management Team members; and
  - 4.1.12. Scheduling and conducting status meetings and issuing appropriate communication and documentation in support of decisions.
5. **Duties of the Management Team.** The Management Team will have the following responsibilities
- 5.1. Establish EDMS goals and objectives;
  - 5.2. Establish EDMS Project priorities as business needs dictate;
6. **Duties of Customer Sponsor(s):** All projects relating the System will be assigned a uniquely identifiable and accountable Customer Sponsor who will initiate and spearhead the formulation of resources and activities to support the project's objectives. The Customer Sponsor will be the person who can give direct insight as to why the proposed project is needed, what is required to facilitate the project, and how the project will assist in achieving City and County goals. In addition, the Customer Sponsor will be a direct link to the Project Team for direction during problem resolution and at key project milestones. The Project Manager will have explicit access to the Customer Sponsor at all times to ensure key Project milestones are met and problems are resolved through timely decision making and appropriate communication. The Customer Sponsor will be the lead decision-maker of the Management Team and will also be an ex officio member of the Project Team.
7. **Duties of the Project Team** The Project Team will have the following responsibilities:
- 7.1.1. Ensuring that the City and the County meet their obligations under the Azteca Contract and all other contracts relating to the System;
  - 7.1.2. Developing and reviewing action items regularly;
  - 7.1.3. Identifying problems proactively and correct them;
  - 7.1.4. Participating in overall technical decisions relating to the System;
  - 7.1.5. Helping to manage the overall System activities through cooperation with the Program Managers and the Business Project Managers; and
  - 7.1.6. Performing and monitoring task assignments and responsibilities.
8. **Duties of the Executive Sponsorship Committee:** The Executive Sponsorship Committee

will:

- 8.1.1. Resolve consensus issues between the Program Managers;
- 8.1.2. Provide and/or determine project direction when requested.

**EXHIBIT C**  
**To**  
**INTERLOCAL AGREEMENT**

**Project Managers and Committees**

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System between Mecklenburg County (the "County") and the City of Charlotte (the "City"). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement.

**1. PROGRAM MANAGERS:**

**COUNTY**

County Program Manager  
For EDMS  
Mecklenburg County  
Water & Land Resources  
700 North Tryon Street  
Charlotte, NC 28202  
Phone: 704-432-0083

**CITY**

Cityworks Business Systems Manager  
City of Charlotte  
Engineering / CMUD  
600 East 4<sup>th</sup> Street  
Charlotte, NC 28202  
Phone: 704-336-2946  
Phone: 704-432-4740

**2. BUSINESS PROJECT MANAGERS:**

Work Asset Management Specialist  
City of Charlotte  
Engineering / Utilities  
600 East 4<sup>th</sup> Street  
Charlotte, NC 28202  
Phone: 704-336-8997  
Phone: 704-432-4739

Cityworks Business Project Manager  
Mecklenburg County  
Water & Land Resources  
700 North Tryon Street  
Charlotte, NC 28202  
Phone: 704-432-0083

3. **THE PROJECT TEAM.** The Project Team will consist of personnel appointed by the Executive Sponsorship Team. Member appointments will be based on qualification, likely interaction with the System and resource availability. The Executive Sponsorship Team will maintain control over Project Team members for scheduling and administrative matters.
4. **THE COUNTY/CITY MANAGEMENT TEAM.** As of the Effective Date, the County/City Management Team shall consist of the following individuals:

Silvio Conte	County Water Quality – IT Project Manager
Keith Jefferson	County Water & Land Resources – IT Project Manager
William Haas	City Engineering - Buildings
Jennifer Smith	City Engineering - Stormwater
John Lojko	City Engineering – Landscape Management
TBD	City Utilities
TBD	City Utilities
Joe Hack	LUESA Solid Waste (County)
Bruce Smith	GIS
Lisa Corbitt	LUESA Groundwater and Wastewater (County)
TBD	County IST
TBD	County IST

5. **THE EXECUTIVE SPONSORSHIP COMMITTEE.** The current members of the Executive Sponsorship Committee are:

The	Dave Canaan	Director, County Water & Land Resources
	Gwen Simmons	Director, County IST Applications and Data Division
	Jeb Blackwell	Director, City Engineering
	Barry Gullet	Director, City Utilities
	Bruce Gledhill	Director, County Solid Waste Services

City and the County shall each be entitled to change Project Managers or the members of the City/County Management Team at any time upon 3 days prior written notice to the Company and the Business Project Managers for each Department. The individuals serving on the Executive Sponsorship Committee are the Department Directors, and in the event of a personnel change among the Department Directors membership on the Executive Sponsorship Committee shall automatically transfer in that event to the new Director.

**CHARLOTTE CITY COUNCIL**

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**Resolution Authorizing Donation of Personal Property**

Whereas, North Carolina G.S. 160A-280 allows a city to donate any personal property that the governing board deems to be surplus, obsolete, or unused to a nonprofit organization and;

Whereas, the City Manager has recommended that the property listed on the attached Exhibit A (the "Property") be declared as surplus; and

Whereas, the City Manager recommends that the Property be donated to Goodwill Industries of the Southern Piedmont; and

Whereas, City staff posted a public notice of the proposed donation at least five days prior to the adoption of this resolution;

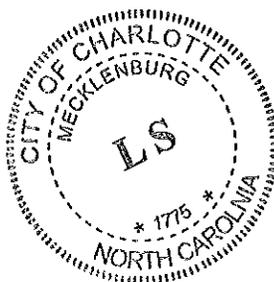
Be it resolved, by the Charlotte City Council that the Property described on Exhibit A is declared surplus and that the City Manager or his designee is authorized to donate such Property to Goodwill Industries of the Southern Piedmont.

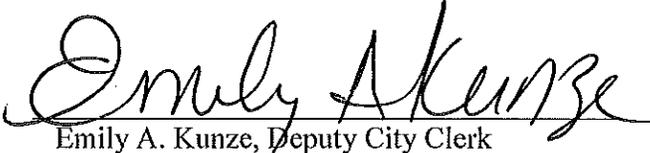
Adopted on this 8th day of September, 2014

**CERTIFICATION**

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 318-319.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk

**Exhibit - A (September 8, 2014 Council meeting)**

computers =	376	
laptops =	75	
monitors =	190	
other =	201	
printers/copiers/scanners =	97	
servers =	29	
tv's =	29	
	<u>997</u>	items

**CHARLOTTE CITY COUNCIL**

**Resolution Authorizing Sale of Personal Property by Public Auction**

Whereas, North Carolina G.S. 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached Exhibit A be declared as surplus and sold at public auction; now therefore,

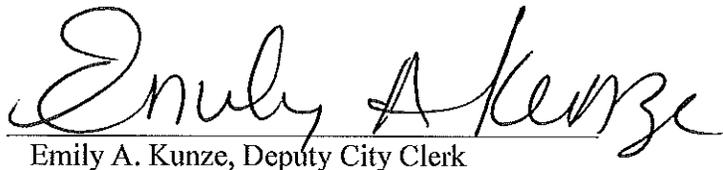
Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 20, 2014 at 10:00 a.m. the surplus property described on Exhibit A, and on September 27, 2014 at 10:00 a.m. the police unclaimed property items, at the City-County Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by this City Council and in accordance with G.S. 160A-270(b) . The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

**CERTIFICATION**

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 320-329.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk

SharedServices\_090814\_Public Auction

Property List

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
46001	1967	Clark	190M	Pan/Dozer	62668	882 H	Age, mileage, and repairs
61262	1988	JCB	1700B	Backhoe	17BT2059/345023/7	8455 H	Age, mileage, and repairs
66399	1992	Ford	F250	Pickup Truck	1FTHF25H1NNA79734	124261	Age, mileage, and repairs
66400	1992	Ford	F250	Pickup Truck	1FTHF25H3NNA79735	88988	Age, mileage, and repairs
66657	1992	Ford	7000	Sweeper Truck	1FDXH70P5NVA34684	6148 H	Age, mileage, and repairs
70268	1995	Chevrolet	Astro	Van	1GNDM19W8SB197324	131153	Age, mileage, and repairs
70393	1995	Chevrolet	Box Van	Box Van	1GBGP222SS316366	48696	Age, mileage, and repairs
70588	1996	Ford	F-350	Utility Truck	1FDJF37H5TEB22324	127576	Age, mileage, and repairs
70605	1996	Ford	E250	Van	1FTHF24H1TB49485	95150	Age, mileage, and repairs
71119	1997	Ford	E250	Van	1FTEE24LVHB95424	11615	Age, mileage, and repairs
72475	2000	Chevrolet	2500	Pickup Truck	1GCGC24U2YZ268473	111417	Age, mileage, and repairs
72645	2001	Chevrolet	Astro	Van	1GNDM19W41B128225	15135	Age, mileage, and repairs
74749	2004	Eldor, National	EZRider II	Bus (Odometer replaced mileage not correct)	1N9FMA064C084008	40353	Age, mileage, and repairs
74750	2004	Eldor, National	EZRider II	Bus	1N9FMA0624C084010	309741	Age, mileage, and repairs
74752	2004	Eldor, National	EZRider II	Bus	1N9FMA0604C084006	330619	Age, mileage, and repairs
74753	2004	Eldor, National	EZRider II	Bus (Odometer replaced mileage not correct)	1N9FMA0664C084009	109680	Age, mileage, and repairs
75469	2005	Eldor, National	EZRider II	Bus	1N9FMA0665C084075	235148	Age, mileage, and repairs
76479	1993	Snorkel	AS0RDZ	80' Personnel Lift	9309600493	4578 H	Age, mileage, and repairs
76559	2007	Eldor, National	EZRider II	Bus	1N9FMA0677C084242	272294	Age, mileage, and repairs
77450	2007	Designline	MKI Hybrid	Bus	7DL2200297A006046	123309	Age, mileage, and repairs
77451	2007	Designline	MKI Hybrid	Bus	7DL2200207A006047	113943	Age, mileage, and repairs
79704	2010	Designline	MKV Hybrid	Bus	1D9352T34AC665027	68084	Age, mileage, and repairs
79705	2010	Designline	MKV Hybrid	Bus	1D9352T36AC665028	60981	Age, mileage, and repairs
79706	2010	Designline	MKV Hybrid	Bus	1D9352T38AC665029	31282	Age, mileage, and repairs
79707	2010	Designline	MKV Hybrid	Bus	1D9352T34AC665030	70377	Age, mileage, and repairs
79708	2010	Designline	MKV Hybrid	Bus	1D9352T36AC665031	61555	Age, mileage, and repairs
80163	2009	Designline	MKV Hybrid	Bus	1D9422T389C665007	64277	Age, mileage, and repairs
80164	2009	Designline	MKV Hybrid	Bus	1D9422T319C665009	78147	Age, mileage, and repairs
80165	2009	Designline	MKV Hybrid	Bus	1D9422T389C665010	45527	Age, mileage, and repairs
ACB047	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U951249464	182428	**Scheduled for Decommission
ACB049	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U951247080	201204	**Scheduled for Decommission
ACB051	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U851249391	204541	**Scheduled for Decommission
ACB052	2006	Chevrolet	G-2500	Cargo Van	1GCGG25U761167203	178797	**Scheduled for Decommission
ACB055	2006	Chevrolet	G-2500	Cargo Van	1GCGG25U761166911	141605	**Scheduled for Decommission
ACB058	2007	Chevrolet	G-2500	Cargo Van	1GCGG25U071157999	148093	**Scheduled for Decommission
ACB063	2008	Chevrolet	G-2500	Cargo Van	1GCGG25K081162636	146029	**Scheduled for Decommission

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/H RS	REMOVAL REASON
BMB633	2001	Ford	E-250	Cargo Van	1FTNE24L01HA73296	96140	Age, mileage, and repairs
BMLU114	2000	Ford	RANGER	Pickup Truck	1FTFR10V07TA23587	88137	**Scheduled for Decommission
CTA007	2004	Ford	TAURUS SW	Mid Size Station Wagon	1FAFP58U24A179836	147933	**Scheduled for Decommission
CTA008	2004	Ford	TAURUS SW	Mid Size Station Wagon	1FAFP58U44A179837	149716	**Scheduled for Decommission
CTA009	2004	Ford	TAURUS	Mid Size Sedan	1FAFP52U54A179838	147671	**Scheduled for Decommission
CTA065	2005	Ford	TAURUS	Mid Size Sedan	1FAFP53U75A267807	101583	**Scheduled for Decommission
CTA092	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W66X103604	130693	**Scheduled for Decommission
CTA101	2006	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU96H26K636373	88831	**Scheduled for Decommission
CTA105	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WB58K869233176	136797	**Scheduled for Decommission
CTA107	2007	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU59H97KA49656	159909	**Scheduled for Decommission
CTA110	2006	Ford	EXPLORER	Mid Size SUV	1FMEU73955UB70176	221083	**Scheduled for Decommission
CTB159	2004	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP54L24R534219	131323	**Scheduled for Decommission
CTB163	2005	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP54L75R313376	130630	**Scheduled for Decommission
DTB183	2003	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP44L03R279316	117849	**Scheduled for Decommission
DTB214	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P76HA93344	190596	**Scheduled for Decommission
DTB216	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P16HA93338	178908	**Scheduled for Decommission
DTB223	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P56HA97845	213388	**Scheduled for Decommission
DTB233T	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P16HB01633	170130	**Scheduled for Decommission
DTB241	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1939F406098	205548	**Scheduled for Decommission
DTB247	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1939F406145	197317	**Scheduled for Decommission
DTB249	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1908F406278	191358	**Scheduled for Decommission
DTB253	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1958F415977	179444	**Scheduled for Decommission
DTB254	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1968F415874	179236	**Scheduled for Decommission
DTB257	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV19X8F415912	198014	**Scheduled for Decommission
DTB260	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1968F415891	200511	**Scheduled for Decommission
DTB261	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1998F416405	179180	**Scheduled for Decommission
DTB265	2008	Chevrolet	C-4500	Paratransit Bus	1GBEAV1918F406936	156919	**Scheduled for Decommission
F71463	1998	Spartan	GLADIATOR	Fire Ladder Truck	4S7AW4399WC024078	20009	Age, mileage, and repairs
F71837	1999	Freightliner	RESRV ENGINE 81	Fire Pumper Truck	4Z36E5EB4XA61866	159751	Age, mileage and repairs
F72022	2000	Spartan	RESRV ENGINE 86	Fire Pumper Truck	4Z36E5EBXYRG64225	165183	Age, mileage, and trans
F72051	2000	Spartan	RESERVE ENGINE 80	Fire Pumper Truck	4Z36E5EB5YRG64228	159121	**Scheduled for Decommission
F72052	2000	Freightliner	RESRV ENGINE 84	Fire Pumper Truck	4Z36E5ZB0YRG69735	128046	Age, mileage, and repairs
F72053	2000	Freightliner	RESERVE ENGINE 85	Fire Pumper Truck	4Z36E5ZB2YRG69736	117487	**Scheduled for Decommission
F72877	2001	Freightliner	RESERVE ENGINE 82	Fire Pumper Truck	4Z3AACA0Y0RH89036	147281	**Scheduled for Decommission
F74283	2003	Smeal	LADDER 32	Fire Ladder Truck	4S7AW2F923C044393	119943	**Scheduled for Decommission
FDA148	2003	Ford	TAURUS	Mid Size Sedan	1FAFP52U03A209973	77808	Age, mileage, and repairs

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/h rs	REMOVAL REASON
FDA167	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W86X134840	128191	**Scheduled for Decommission
FDA173	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W17X140108	145789	**Scheduled for Decommission
FDB671	2002	Ford	E-350	Cargo Van	1FTSE34F92HA04093	133166	**Scheduled for Decommission
FDU097	2004	Chevrolet	K-2500 C/C	Pickup Truck	1GGHK2322AF214867	160046	**Scheduled for Decommission
FDU103	2005	Chevrolet	K-3500 C/C	Pickup Truck	1GGHK33255F907391	163543	**Scheduled for Decommission
LMA153	2006	Honda	CIVIC HYBRID	Small Sedan Hybrid	JHMF3A8206S000173	158472	**Scheduled for Decommission
LMA468	2005	Ford	F-250	Pickup Truck	1FTNF20055E5B40096	114443	**Scheduled for Decommission
LMA469	2005	Ford	F-150 EXT	Pickup Truck	1FTPX145X5FA33274	41675	Wrecked-Front End
NDU005	2005	Ford	F-150	Pickup Truck	1FTRF12245NA47116	130851	**Scheduled for Decommission
NDU009	2001	Chevrolet	C-1500	Pickup Truck	1GGEC14WX22157972	146190	Age, mileage, and repairs
NDU010	2002	Chevrolet	C-1500	Pickup Truck	1GGEC14W622158505	140848	Age, mileage, and repairs
PDA001	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BVXAX134450	102392	Age, mileage, and trans
PDA007	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BVXAX105711	135406	**Scheduled for Decommission
PDA016	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV1AX105712	128445	**Scheduled for Decommission
PDA023	1999	Chevrolet	TAHOE	Full Size SUV	1GNEK13R8XJ371449	131800	**Scheduled for Decommission
PDA027	2003	Ford	EXPEDITION	Full Size SUV	1FMPJ16LX3LC14194	158398	**Scheduled for Decommission
PDA041	2005	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W45X180342	100076	**Scheduled for Decommission
PDA048	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M291196981	126638	Age, mileage, and repairs
PDA055	2007	Ford	EXPLORER	Mid Size SUV	1FMEL63897UB53599	118260	**Scheduled for Decommission
PDA080	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BVOAX135591	114968	Age, mileage, and repairs
PDA090	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57MX91264492	101796	Age, mileage, and repairs
PDA104	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BVAAX117191	144273	Age, mileage, and repairs
PDA110	2004	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W64X178790	92073	Age, mileage, and repairs
PDA130	2004	Ford	EXPLORER	Mid Size SUV	1FMZU73W74UB77319	193421	Age, mileage, and repairs
PDA138	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553189174965	107062	Age, mileage, and repairs
PDA150	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV3AX135598	131864	Age, mileage, and trans
PDA157	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV6AX117192	157197	Age, mileage, and repairs
PDA165	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V59X122252	98225	Age, mileage, and repairs
PDA174	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV1AX135602	110980	Age, mileage, and repairs
PDA185	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V49X140347	102716	Age, mileage, and trans
PDA187	2007	Ford	EXPLORER	Mid Size SUV	1FMEU63817UA97089	91815	Age, mileage, and repairs
PDA214	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M991266377	120209	Age, mileage, and repairs
PDA232	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV9AX135606	127259	Age, mileage, and repairs
PDA236	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71VX9X140353	110211	Age, mileage, and repairs
PDA239	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M491268781	90899	Age, mileage, and repairs
PDA243	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W27X116318	112872	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
PDA266	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553689173052	77754	**Scheduled for Decommission
PDA273	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9BX185178	46548	**Scheduled for Decommission
PDA274	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV2AX135611	151779	Age, mileage, and repairs
PDA278	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W67X116337	107038	Age, mileage, and repairs
PDA289	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M91269700	93568	Age, mileage, and repairs
PDA291	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV8AX135614	71377	**Scheduled for Decommission
PDA294	2003	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W73X192255	123265	Age, mileage, and engine
PDA300	2014	Chevrolet	CAPRICE	Full Size Sedan	6G3NS5U20E1932889	25	**Scheduled for Decommission
PDA389	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9AX117204	132969	Age, mileage, and repairs
PDA402	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV5AX105728	74935	**Scheduled for Decommission
PDA449	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV3AX105730	115917	**Scheduled for Decommission
PDA454	2003	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W43X213949	102193	Age, mileage, and repairs
PDA466	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W37X158934	142513	**Scheduled for Decommission
PDA477	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V58X125622	131131	Age, mileage, and repairs
PDA503	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V19X132111	132541	Wrecked-Front End
PDA503	2002	Ford	TAURUS	Mid Size Sedan	1FAFP52U12A189554	115388	**Scheduled for Decommission
PDA506	2002	Chevrolet	IMPALA	Mid Size Sedan	2G1WF55K529366327	128560	Age, mileage, and repairs
PDA511	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV0AX105734	116348	**Scheduled for Decommission
PDA517	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K249284121	118202	**Scheduled for Decommission
PDA5125	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K049284621	145000	**Scheduled for Decommission
PDA5131	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K849267752	165441	Age, mileage, and repairs
PDA5133	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149261548	134606	Age, mileage, and repairs
PDA5136	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K849272045	136653	Age, mileage, and repairs
PDA5137	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149265339	127079	**Scheduled for Decommission
PDA5139	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149279456	159917	Age, mileage, and repairs
PDA515	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V79X132114	104917	Age, mileage, and repairs
PDA5155T	2005	Ford	TAURUS	Mid Size Sedan	1FAFP53U75A219501	95635	**Scheduled for Decommission
PDA5170	2005	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K259374569	101906	**Scheduled for Decommission
PDA5176	2006	Toyota	PRIOUS HYBRID	Small Sedan Hybrid	JTDDB22U667061089	95406	**Scheduled for Decommission
PDA5182	2006	Chevrolet	MALIBU	Mid Size Sedan	1G1ZS51886F182404	113038	Age, mileage, and repairs
PDA5199	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551489319508	136945	Age, mileage, and repairs
PDA5208	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551289316753	101579	**Scheduled for Decommission
PDA5224	2007	Chevrolet	IMPALA	Mid Size Sedan	2G1WS55R179251577	141266	**Scheduled for Decommission
PDA5238	2007	Chevrolet	IMPALA	Mid Size Sedan	2G1WS55R879256436	114206	**Scheduled for Decommission
PDA5244	2007	Chevrolet	MALIBU	Mid Size Sedan	1G12T57N07F213821	118239	Age, mileage, and repairs
PDA5245	2007	Chevrolet	MALIBU	Mid Size Sedan	1G12T58N87F314944	141233	Age, mileage, and repairs

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PDA5255	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53189225042	133744	**Scheduled for Decommission
PDA5257	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53389223616	123595	**Scheduled for Decommission
PDA5260	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53389226396	113196	**Scheduled for Decommission
PDA5267	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53389222981	131280	**Scheduled for Decommission
PDA5268	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53089221838	134893	Age, mileage, and repairs
PDA5271	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53089224089	122970	**Scheduled for Decommission
PDA5278	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53389222462	132555	**Scheduled for Decommission
PDA5281	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS53789225918	136805	**Scheduled for Decommission
PDA5287	2008	Chevrolet	MALIBU	Mid Size Sedan	1G1ZG57N484200460	120984	Age, mileage, and trans
PDA5320	2009	Chevrolet	MALIBU	Mid Size Sedan	1G1ZG57K094251557	136983	Age, mileage, and repairs
PDA535	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W17X116343	57128	**Scheduled for Decommission
PDA539	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W56X103612	137594	Age, mileage, and repairs
PDA562	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V69X132119	126950	Age, mileage, and repairs
PDA579	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71VZ7X116935	108042	Age, mileage, and repairs
PDA589	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7B79BX118600	60552	**Scheduled for Decommission
PDA592	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71WX7X116942	71065	Age, mileage, and repairs
PDA614	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W76X115289	139577	Age, mileage, and repairs
PDA620	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V29X132134	136750	Age, mileage, and repairs
PDA636	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V89X132137	152169	Age, mileage, and repairs
PDA638	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V98X167372	117643	Age, mileage, and repairs
PDA663	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51869318880	132149	Age, mileage, and repairs
PDA676	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV4AX117224	111815	Age, mileage, and repairs
PDA688	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51269422958	98000	**Scheduled for Decommission
PDA691	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51869426531	111952	Age, mileage, and repairs
PDA692	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51169424670	116312	**Scheduled for Decommission
PDA7004N	2002	Ford	EXPLORER	Mid Size SUV	1FMZU62E72UA66981	207375	**Scheduled for Decommission
PDA7026N	1996	Honda	ACCORD EX	Mid Size Sedan	1HGCD5634TA232083	200586	**Scheduled for Decommission
PDA7035N	1992	Honda	CIVIC	Small Sedan	2HGHEH2362NH516889	178408	**Scheduled for Decommission
PDA705	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51869428148	77267	Wrecked-Front End
PDA712	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51X69423310	102912	Age, mileage, and repairs
PDA721	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V78X170528	105761	Age, mileage, and engine
PDA728	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7B72AX105752	111676	Age, mileage, and repairs
PDA733	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V08X170533	130860	Age, mileage, and repairs
PDA742	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51769425371	93345	Age, mileage, and repairs
PDA746	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WSS51369423391	122094	Age, mileage, and trans
PDA758	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7B79BX118630	115830	Age, mileage, and repairs

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PDA791	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551569423862	97300	Age, mileage, and repairs
PDA814	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV5AX105759	140497	Age, mileage, and trans
PDA822	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHPT1V39X132157	87459	Wrecked-Front End
PDA835	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7VWX7X116925	97913	**Scheduled for Decommission
PDA842	2001	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W7X1137365	74695	Age, mileage, and repairs
PDA843	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551X69427518	107176	**Scheduled for Decommission
PDA855	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1X8X170555	118448	**Scheduled for Decommission
PDA866	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W07X116917	83940	**Scheduled for Decommission
PDA869	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W07X101767	110230	**Scheduled for Decommission
PDA876	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W17X101762	129925	**Scheduled for Decommission
PDA806	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W67X101742	111421	Age, mileage, and repairs
PDA809	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP7V1V39X132160	138412	Age, mileage, and repairs
PDA812	2009	Dodge	CHARGER	Full Size Sedan	2B3KA43T19H608879	126773	**Scheduled for Decommission
PDA814	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV4AX105770	102459	Age, mileage, and repairs
PDA834	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV6BX118635	121738	**Scheduled for Decommission
PDA844	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7V1W07X101736	107874	**Scheduled for Decommission
PDA847	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP7BV1BX118641	86006	**Scheduled for Decommission
PDB128	2002	Chevrolet	G-3500 (CHEV)	Van	1GAHG39R22143680	106135	**Scheduled for Decommission
PDB129	2001	Dodge	RAM 3500 VAN	Van	2B5W635251K516683	96809	Age, mileage, and repairs
PDB135	2003	Chevrolet	G-3500 (CHEV)	Van	1GAHG39UJ31136140	106765	**Scheduled for Decommission
PDB502	1993	Ford	E-350	Cargo Van	1FTJES34H0PHB28256	23055	**Scheduled for Decommission
PDB511	2005	Ford	E-350	Cargo Van	1FTSS34P55HA80772	49761	**Scheduled for Decommission
PDM020	2003	Yamaha	BIG BEAR	Utility Cart	5Y4AH06YX3A044572	549	Age, mileage, and repairs
PDM021	2003	Yamaha	BIG BEAR	Utility Cart	5Y44A06Y43A043983	767	Age, mileage, and repairs
PDM024	2003	Yamaha	BIG BEAR	Utility Cart	5Y4AH06Y738043413	624	Age, mileage, and repairs
PDM025	2003	Yamaha	BIG BEAR	Utility Cart	HE310E67031	759	Age, mileage, and repairs
PDU217	2002	Ford	F-250 C/C	Pickup Truck	1FTNW21S62EB91753	107468	**Scheduled for Decommission
PDU7001N	1995	Chevrolet	K-1500 EXT	Pickup Truck	2GCEK19K2S1305114	130603	**Scheduled for Decommission
PDY122	2003	Triton	UT-88	Flat Bed Trailer	4TCSU10483H883828		**Scheduled for Decommission
PDY123	2003	Triton	UT-88	Flat Bed Trailer	4TCSU10483H883831		Age, mileage, and repairs
SMD424T	2002	Freightliner	FL80	Dump Truck	1FVHBXAKR2HJ59603	84142	**Scheduled for Decommission
SMD296	2003	Freightliner	FL80	Pot Hole Patch Truck	1FVHBXAK73DM02430	116849	**Scheduled for Decommission
SML298CT	2006	International	4400	Pot Hole Patch Truck	1HTMISAAR37H366600	86750	Age, mileage, and repairs
SMT541	1992	CASE	680	Utility Tractor	JJEOO22554	1586 H	**Scheduled for Decommission
SMTU164	2001	Ford	F-350 C/C	Utility Truck	1EDWW36S81EG0606	135532	Age, mileage, and repairs
SMTU186	2001	Chevrolet	C-1500	Pickup Truck	1GCEC14V71Z264483	86119	**Scheduled for Decommission

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SNP124	2007	Freightliner	CONDOR	Automated Refuse Truck	5SXHANCY77RZ20429	162627	**Scheduled for Decommission
SNP581	2001	Crane Carrier	LET40-E	Rearload Refuse Truck	1CYCCA484YT044716	149578	Age, mileage, and repairs
SNP603	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4892T045660	94795	Age, mileage, and repairs
SNP604	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4802T045661	151164	Age, mileage, and repairs
SNP606	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4842T045663	160051	Age, mileage, and repairs
SNP633	2005	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC15HV07807	134587	**Scheduled for Decommission
SNP635	2005	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC55HV07809	140013	**Scheduled for Decommission
SNP648	2006	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC56HV90064	120697	**Scheduled for Decommission
SNP649	2006	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC76HV90065	127822	**Scheduled for Decommission
SNP660	2008	Freightliner	CONDOR	Automated Refuse Truck	5SXHANCY28RZ61830	131089	**Scheduled for Decommission
SNP700CT	2007	AMERICAN LAFFAN	CONDOR(KALF)	Automated Refuse Truck	5SXHANCY58RZ61840	130311	**Scheduled for Decommission
SNU062	2000	Ford	F-150	Pickup Truck	1FTRF17W5YNA58013	186799	Age, mileage, and repairs
SNU065	2005	Ford	F-150	Pickup Truck	1FTRF12WZ5NA35582	180282	**Scheduled for Decommission
SPU803	1993	Chevrolet	C-3500	Pickup Truck	1GCHC34J7PE156387	99309	**Scheduled for Decommission
SSD462	1999	International	4700	Dump Truck	1HTSCAAL9XH596304	20340	Age, mileage, and repairs
SSD466	1999	International	4700	Dump Truck	1HTSCAAL2XH211245	62667	Age, mileage, and repairs
SSJ457	2001	Freightliner	FL80	Roll Off Truck	1FVHBXAK41HJ18887	148618	Age, mileage, and repairs
SSJ458	2002	Freightliner	FL80	Roll Off Truck	1FVHBXAK22HJ85375	138078	Age, mileage, and repairs
SSS276	2004	Freightliner	FC80	Vacuum Street Sweeper Truck	1FVAB6BV74DM92250	61340	**Scheduled for Decommission
SSU036	2002	Ford	F-150	Pickup Truck	1FTRF17L62NB24243	133655	Age, mileage, and repairs
TEA054	2000	Ford	TAURUS	Mid Size Sedan	1FAFP5228YA172337	71757	**Scheduled for Decommission
TEB250	2005	Dodge	CARAVAN	MINIVAN	1D8GP24R25B3838545	128251	**Scheduled for Decommission
TEB266	2005	Dodge	CARAVAN	MINIVAN	1D4GP24R25B3838545	133765	**Scheduled for Decommission
TEB301	2009	Ford	E-350	Van	1FTSS34L19DA87163	155045	**Scheduled for Decommission
TEB334	2011	Ford	E-350	Van	1FBSS3BL2BDA60776	178233	**Scheduled for Decommission
TSJ419	2008	Ford	F-250 EXT	Pickup Truck	1FD5X21588EE57059	51821	**Scheduled for Decommission
UAA013	1997	Chevrolet	CAVALIER	Small Sedan	1G1CS24L7V7279365	40160	**Scheduled for Decommission
UAA031	2003	Ford	TAURUS	Mid Size Sedan	1FAFP52UX3A181155	30707	Age, mileage, and repairs
UCA080	2009	Ford	ESCAPE	Compact SUV	1FMCU92709KB31104	139585	Age, mileage, and repairs
UCJ209	2000	Chevrolet	C-3500	Utility Truck	1GBK34F0YF492686	157366	Age, mileage, and repairs
UCJ210	2002	Chevrolet	C-3500	Utility Truck	3GBK34F31M106199	155607	**Scheduled for Decommission
UCJ263	2003	Ford	F-150	Pickup Truck	1FTRF17Z79NA77409	136755	Age, mileage, and repairs
UCJ272	2003	Ford	F-150	Pickup Truck	1FTRF17Z33NB19140	123476	Age, mileage, and repairs
UCJ274	2004	Ford	F-150	Pickup Truck	2FTRF17Z74CA13376	121255	**Scheduled for Decommission
UCJ275	2004	Ford	F-150	Pickup Truck	2FTRF17Z9CA13377	113844	Age, mileage, and repairs
UCJ276	2004	Ford	F-150	Pickup Truck	2FTRF17Z2CA14936	122439	Age, mileage, and repairs

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/H <sup>rs</sup>	REMOVAL REASON
UCU282	2004	Ford	F-150	Pickup Truck	2FTRF17254CA13375	113684	Age, mileage, and repairs
UCU287	2004	Ford	F-150	Pickup Truck	2FTRF17234CA21751	163309	Age, mileage, and repairs
UCU296	2004	Ford	F-150	Pickup Truck	2FTRF17W74CA29533	132320	Age, mileage, and repairs
UCU297	2004	Ford	F-150	Pickup Truck	2FTRF17284CA69651	159677	Age, mileage, and repairs
UCU500	2005	Ford	F-150	Pickup Truck	1FTRF12W95NA62648	191459	Age, mileage, and repairs
UCU502	2005	Ford	F-150	Pickup Truck	1FTRF12W75NA62650	129949	Age, mileage, and repairs
UDC938	2002	Sullivan	250 CFM	Trailer Mounted Compressor	21711	938 H	Age, mileage, and repairs
UDD204	2002	Freightliner	FL70	Dump Truck	1FVABTAK23HL00293	159405	**Scheduled for Decommission
UDD316	2003	Freightliner	M2106	Dump Truck	1FVACXAK93HL88067	149785	**Scheduled for Decommission
UDD321T	2004	Freightliner	M2106	Dump Truck	1FVACXAK94HN08435	144556	**Scheduled for Decommission
UDD323	2004	Freightliner	M2106	Dump Truck	1FVACXAK24HN08437	57003	**Scheduled for Decommission
UDD504	2006	Ford	F-650	Dump Truck	3FRWF55S16V372116	126184	**Scheduled for Decommission
UDH617	1998	Ford	555E (FORD)	Wheeled Loader/Backhoe	31019277	6658 H	Age, mileage, and repairs
UDJ819	1989	Ford	FT900	Crane Truck	1FDY190A1LVA08506	51078	**Scheduled for Decommission
UDJ827	2000	Freightliner	FL70	Utility Truck	1FV6HJAA4YHG23335	13880	**Scheduled for Decommission
UDJ833	2001	International	4700	Utility Truck	1HTSCAAN41H832903	83887	**Scheduled for Decommission
UDJ835T	2001	International	4700	Utility Truck	1HTSCAAN81H832905	116261	**Scheduled for Decommission
UDJ851	2005	Ford	F-450	Utility Truck	1FDXE46P55EA87165	140467	Age, mileage, and repairs
UDJ852	2005	Ford	F-450	Utility Truck	1FDXE46P75EA87166	176532	**Scheduled for Decommission
UDJ857	2005	Ford	F-150	Pickup Truck	1FTRF12245NA62652	128236	**Scheduled for Decommission
UDY579	1992	Hudson	HSE16	Flat Bed Trailer	10HHSE163N1000806		**Scheduled for Decommission
UDY581	1993	Hudson	HSE16	Flat Bed Trailer	10HHSE167P1000987		**Scheduled for Decommission
UDY716	2007	MCELRATH	616T5	Flat Bed Trailer	1M9UT12287S284240		Age, mileage, and repairs
UDY928	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D3W1000029		**Scheduled for Decommission
UDY929	1998	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D3W1000232		**Scheduled for Decommission
UDY930	1998	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D3W1000807		**Scheduled for Decommission
UDY931	1997	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D5X1000808		**Scheduled for Decommission
UDY932	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D8X1000809		**Scheduled for Decommission
UDY934	2000	Hudson	HTD18D	Flat Bed Trailer	10HHTD1C3Y1000032		**Scheduled for Decommission
UDY935	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D0X1000108		**Scheduled for Decommission
UEU385	1999	Ford	RANGER	Pickup Truck	1FTYR14V5XTA9177	201423	Age, mileage, and repairs
UEU412	2000	Ford	RANGER	Pickup Truck	1FTYR14V9YTA29575	104815	Age, mileage, and repairs
UEU422	2001	Ford	RANGER	Pickup Truck	1FTYR14U81PA73072	84473	Age, mileage, and repairs
UEB105N	2004	Chevrolet	ASTRO	Cargo Mini Van	1GGDM19X74B109934	98024	**Scheduled for Decommission
UEFJ506N	1990	Chevrolet	C-3500	Utility Truck	1GBHC34K5LE215408	89573	**Scheduled for Decommission
UFT504	1991	Massy Ferguson	1433V	Utility Tractor	2962	599 H	**Scheduled for Decommission

SharedServices\_090814\_Public Auction

Property List

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
USJ1710	2008	Ford	F-550	Utility Truck	1FDAF57R08EB07340	149110	**Scheduled for Decommission
USJ1877	2002	Freightliner	FL80	Combination Sewer Truck	1FVHBJAK03HK42531	112417	**Scheduled for Decommission
USJ1879	2005	Sterling	L17500	Combination Sewer Truck	2FZHATDC05AN95419	84746	**Scheduled for Decommission
USJ1881	2005	Chevrolet	K-2500	Utility Truck	1GBHK24U15E281343	140978	Age, mileage, and repairs
UST1854	1985	Kubota	L1720	Utility Tractor	50681	941 H	**Scheduled for Decommission
USU211	2005	Ford	F-150	Pickup Truck	1FTRF1228NB64147	176642	**Scheduled for Decommission
USU603	2006	Chevrolet	K-1500 EXT	Pickup Truck	1GCEK19VX6Z116055	121609	**Scheduled for Decommission
USV882	1999	Harben	JETTING	Trailer Mounted Sewer Jetter	1U9FS1312XA044503	29 H	Age, mileage, and repairs
USV884	1999	Jetway	JAJ-800R	Tracked Reel Extension	1639	1422 H	Age, mileage, and repairs
UWMA028	2006	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU96H56KC44194	79023	**Scheduled for Decommission
UWUJ301	1990	Chevrolet	C-3500	Utility Truck	1GBHC34K5LEZ06434	48779	Age, mileage, and repairs
UWT593	1981	N/A	N/A	Utility Tractor	52429	3730 H	**Scheduled for Decommission
UWU049	2003	Ford	F-150	Pickup Truck	1FTRF17223NB39086	102646	Age, mileage, and repairs
UWU054	2003	Ford	F-150	Pickup Truck	ZFTRF17258CB00059	155798	**Scheduled for Decommission
UWU059	2005	Ford	F-150	Pickup Truck	1FTRF12265NA62653	161626	Age, mileage, and repairs
UWUJ110	2000	Ford	RANGER	Pickup Truck	1FTYR14V4YTA29564	104276	**Scheduled for Decommission
				Various other small tools and equipment			
**Note: Listed vehicles and equipment are scheduled for disposal, pending final decommissioning.							

**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:

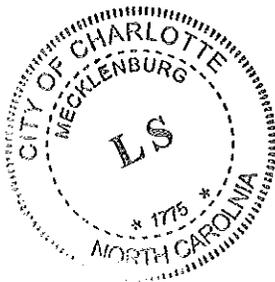
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

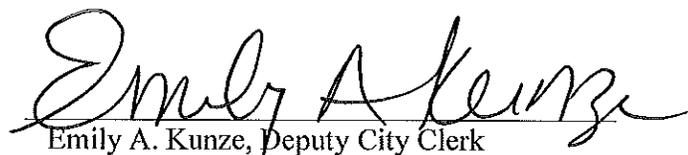
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 8th day of September 2014 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s)330-331.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk

**Property Tax Refund Requests**

AGNEW, WILLIAM CALDWELL	\$	86.65
BB&T MORTGAGE		9.56
DRG PROPERTIES LLC		2,265.65
DRG PROPERTIES LLC		177.02
DRG PROPERTIES LLC		177.02
EDWARDS, MARTHA		5.62
ESKINAZI, ELA		89.19
ESKINAZI, ELA		87.47
FREEMAN, MICHAEL		51.21
FREEMAN, MICHAEL		48.08
HAYES, KEVIN E		50.26
HESTIKIND, JAMES D		14.06
LOIS INDY LLC		3,479.05
LOIS INDY LLC		3,538.64
LOIS INDY LLC		1,372.69
MALLARD CREEK CAFE		167.97
MATTHEWS GROVE HOMEOWNERS ASSOCIATION INC		183.44
MUNN, ALBERT R		206.01
STREETS OF TORINGDON LLC		27,475.52
STREETS OF TORINGDON LLC		27,946.08
STREETS OF TORINGDON LLC		5,566.37
STREETS OF TORINGDON LLC		24,190.39
TAYLOR, STEVEN JAMES		78.86
TRIPLE C BREWING COMPANY LLC		429.01
TURNER, CRANDALL		522.64
YOURSPACE LLC		832.88
	<u>\$</u>	<u>99,051.34</u>

**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 8th day of September 2014 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, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 332-333.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



*Emily A. Kunze*  
Emily A. Kunze, Deputy City Clerk

**Business Privilege License Tax Refund Requests**

ADAMS MART #2	\$	69.00
ASBILL COMMUNICATIONS		50.00
BRYANT ELECTRIC OF CHARLOTTE INC		50.00
CHAMPION CONCRETE CUTTING		10.00
DIVISIONS CONTRACTORS LLC		15.00
EDWARD JONES INVESTMENTS #14493		163.38
ELAINES COLORS & DESIGNS		50.00
EXECUTIVE RESTORATION		50.00
J L'S		50.00
JOHNNY B'S LIMOUSINE SERVICE INC		95.19
KANGAROO EXPRESS 828 - THE PANTRY INC		4.00
LITTLE ROCK AUTOMOTIVE INC		25.00
MATRIX CAD DESIGN INC		347.58
SOUTHERN STATE LANDSCAPES LLC		50.00
SPICK & SPAN CLEANING		50.00
	<u>\$</u>	<u>1,079.15</u>

**RESOLUTION AUTHORIZING THE SALE OF 1.495 ACRES ON BEAUMONT AVENUE (TAX PARCELS 080-201-14, 080-201-15, 080201-17) BY THE UPSET BID PROCESS**

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

WHEREAS, the City has received an offer to purchase the property described above in the amount of \$781,466.00, submitted by Carolina Capital Investment Partners, LLC, a North Carolina limited liability company, and/or its assigns ("Carolina Capital"); and

WHEREAS, Carolina Capital has paid the required five percent (5%) deposit on its offer:

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

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

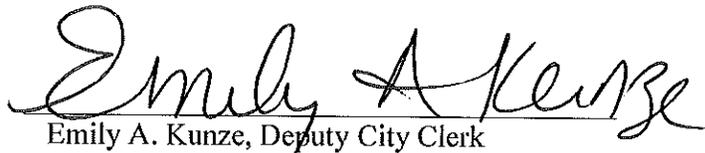
Adopted September 8, 2014

CERTIFICATION

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 334-335.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk

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 **BRIAR CREEK RELIEF SEWER-PH. III 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 **BRIAR CREEK RELIEF SEWER-PH. III PROJECT** and estimated to be **4,213 square feet (.097 acre) of sanitary sewer easement and 5,477 square feet (.126 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.: 097-051-35, said property currently owned by **CLARENCE CARITHERS and GLENDA Y. CARITHERS; WELLS FARGO FINANCIAL NORTH CAROLINA I, INC., Beneficiary; DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE; MECKLENBURG COUNTY TAX COLLECTOR, 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.

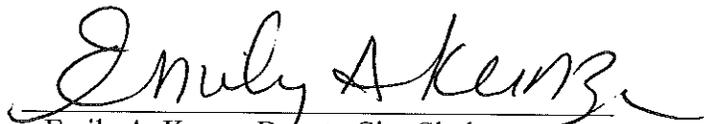
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Emily A. Kunze, 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 8<sup>th</sup> day of September, 2014 the reference having been made in Minute Book 137 and recorded in full in Resolution Book 46, Page(s) 336.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 8th day of September, 2014.



  
Emily A. Kunze, Deputy City Clerk