

Date \_\_\_\_\_

Resolution Book \_\_\_\_\_, Page \_\_\_\_\_

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA  
ON SEPTEMBER 26, 2022**

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

**WHEREAS**, North Carolina General Statutes Section 160A-280 authorizes the City to donate surplus personal property belonging to the City to nonprofit organizations incorporated within the United States pursuant to a Resolution adopted after the posting of a public notice of such Resolution at least five (5) days prior to its adoption; and

**WHEREAS**, the City of Charlotte owns three (3) vehicles, a gray 2011 Dodge Charger, a gray 2014 Ford Explorer Interceptor, and a black 2011 Ford Crown Victoria which are surplus, obsolete, or unused property and have been determined as eligible for conveyance pursuant to North Carolina law to an eligible nonprofit organization;

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

1. The Chief of the Charlotte-Mecklenburg Police Department, or the Chief's designee, is hereby authorized to create and execute such documents as may be or become necessary in order to convey full legal ownership of said vehicles to Johnson C. Smith University Police Department ("JCSU"). JCSU shall bear and pay any and all costs or expenses which may be incurred in the transfer of ownership of said vehicles to JCSU.

The City shall donate said vehicles to JCSU only upon the conditions and subject to the execution of covenants by JCSU PD that:

- A. it shall at all times use and maintain said vehicles solely for the provision of campus law enforcement services and the pursuit of recognized "public purposes", it performs as a part of its nonprofit activities;
- B. it shall bear and pay any and all costs or expenses which may be incurred as a result of JCSU's ownership or use of the vehicles;
- C. at such time it shall deem the vehicles to be unsuitable for further use, JCSU PD shall dispose of them and shall apply any net proceeds derived from their disposition solely to provide further on campus law enforcement services.

2. JCSU acknowledges that its representatives have heretofore inspected said vehicles to their satisfaction. The City shall convey, and JCSU shall accept, said vehicles in "as is" condition, without restriction or limitation, and without warranty of fitness for a particular purpose or other warranty of any kind.

3. Upon and following the said conveyance, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense, or ownership of said vehicles, and all such expenses shall be the sole responsibility of JCSU.

4. By executing the contractual "Agreement" of conveyance to be provided by the city, JCSU agrees that they have thereupon waived, forgone and forfeited any and all present or future claims against the City arising out of JCSU's ownership and use of said vehicles thereafter.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the forgoing 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 \_\_\_\_ day of \_\_\_\_\_, 2022. The reference having been made in Minute Book \_\_\_\_\_, and recorded in full in Resolution Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Stephanie C. Kelly, City Clerk