

ORDINANCE NO. 6095

AMENDING CHAPTER 6

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE XI OF THE CITY CODE,
ENTITLED "TOWING AND BOOTING BUSINESSES"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH
CAROLINA THAT:

Section 1: Article XI. Towing and Booting Business of the City Code is
amended as follows:

Sec. 6-561. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Booting service includes any person or other entity, whether licensed or not, that engages in or who owns or operates a business which engages, in whole or in part, in the booting or immobilization of motor vehicles for compensation.

Completed trespass tow means a trespass tow resulting in the complete removal of the motor vehicle from a private parking lot or private property.

Motor Vehicle means a Class A, B, or C Motor Vehicle as defined in G.S. 20-4.01(23).

Private parking lot means any parking lot or area owned by a private entity or individual that provides parking spaces for a fee or requires the permission of the owner, lessee or agent before a person may park at that location. A private parking lot includes vehicle parking spaces in an apartment or condominium complex. A private parking lot does not include the driveway, lawn or what is commonly referred to as the yard, of property owned or leased as a family residence.

Tow means to haul, carry, pull along, or otherwise transport or remove a motor vehicle by means of another vehicle.

Towing or tow service includes any person or other entity, whether licensed or not, that engages in or who owns or operates a business which engages, in whole or in part, in the towing or removal of motor vehicles for compensation.

Trespass towing or trespass tow means the towing or removal of a motor vehicle, without the consent of the motor vehicle's owner or operator, that is parked on a private parking lot without the property owner's or agent's consent.

Wheel lock means a boot, wheel lock or any other device that is attached to a motor vehicle that is manufactured and designed to immobilize the motor vehicle.

Sec. 6-562. Towing of vehicles for compensation.

No towing service shall conduct a trespass tow of a motor vehicle from a private parking lot for compensation when the point of origin of the tow is within the jurisdictional limits of the city without complying with the provisions of this article.

Sec. 6-563. Trespass towing of vehicles from private parking lots; Signs required.

(a) It shall be unlawful to tow or remove or immobilize by use of any wheel lock or other method, a motor vehicle that is parked on private property or private parking lot without the permission of the owner or lessee of the motor vehicle unless notice is posted in accordance with the provisions of this section on the private property from which the towing, removal, or immobilization occurs. The notice shall meet the following requirements:

(1) The notice must be in the form of a sign structure and not less than 24 inches by 24 inches and not larger than 6 square feet and constructed of metal, plastic or other type of material that is enduring in nature. The notice shall be prominently posted on the private property at each access or curb cut allowing vehicle access to the property and within five feet of the street right of way line. If there are no curb or access barriers, notices shall be posted not less than every 50 feet facing the frontage of the public street and facing the private parking lot. In addition, a sign not less than 12 inches by 18 inches in size may be posted with lettering on both sides at each parking space from which an unauthorized vehicle could be towed, removed, or immobilized.

(2) The notice shall clearly display the following:

a. In not less than one and one-half inch high letters red in color on a contrasting white background, the words "tow-away-zone" or "towing enforced."

b. In not less than one inch high letters red in color on a contrasting white background, a statement that parking is never authorized by stating "private property - no parking" or where parking is permitted under limited circumstances, by stating "authorized parking only" or "leased parking only", or "parking for _____ customers only", or "parking for residents only", or a similar phrase that specifically identifies the conditions under which someone may park on the property. If parking is only allowed for a specified time, then the sign shall specifically state the days and hours when parking is permitted.

c. In not less than one-half inch high letters red in color on a contrasting white background, the phone number that a person can call to retrieve the towed vehicle and the name and address of the storage facility where the vehicle is stored.

d. In not less than one-half inch high letters red in color on a contrasting white background, the maximum fees and charges for booting or immobilizing a vehicle by use of a wheel lock, securing a vehicle to a tow truck by a hook, chain, cable or similar device, a completed trespass tow, and storing a towed vehicle; a statement that credit and debit cards may be used for payment; and the amount or percent of additional fees and charges which may be added for the use of credit and debit cards.

(3) The sign displaying the required notices shall be permanently installed with the bottom of the sign not less than 3 feet above ground level and the top of the sign not more than 8 feet above ground level.

Sec. 6-564. Booting service; Fees.

(a) Any booting service engaged in the booting or immobilization of a motor vehicle on a private parking lot shall upon the request of the vehicle owner or operator, display and exhibit a photo identification card issued by the booting service. The photo identification card shall contain a picture of the employee, the first name of the employee, and the name, address and telephone number of the booting service. This subsection shall not apply to booting services in uniform which contains the first name of the employee and the name of the booting service.

(b) Booting service motor vehicles shall be marked with the name and address of the booting service on each side of the vehicle in letters not less than three inches in height. This subsection shall not apply to motor vehicles subject to North Carolina General Statute § 20-101(d) or 49 C.F.R. Part 390.

(c) A booting service must accept cash and at least two major credit and debit cards.

Sec. 6-565. Trespass towing of vehicles from private parking lots; Practices.

(a) Any towing service that has initiated a trespass tow by, securing the motor vehicle to the tow truck by a hook, chain, cable or similar device, but has not completely removed the trespass motor vehicle from the private parking lot, shall upon the request of the vehicle owner or operator, release said vehicle upon payment of the fees and charges noticed pursuant to Sec. 6-563(a)(2)d.

(b) Any towing service that is engaged in a trespass tow shall, upon request of the owner or operator of the motor vehicle, permit the owner or operator access to the trespass vehicle for the purpose of retrieving personal property from the vehicle. If

personal items are removed from the motor vehicle by the towing service, then upon request those items will be returned to the owner or operator.

(b) Any towing service that engages in a trespass tow or any storage facility that receives motor vehicles that have been towed as a result of a non-consensual tow from private property shall accept cash and at least two major credit cards and any debit card for all fees and charges required to be noticed pursuant to this article. Upon request, the employee for the towing service or storage facility will provide a receipt to the owner or operator of the towed motor vehicle.

(d) Any towing service that engages in a trespass tow or any storage yard that receives motor vehicles that have been towed as a result of a non-consensual tow from private property shall have a person on call 24 hours every day who acknowledges requests to retrieve a towed motor vehicle within 15 minutes of receiving an inquiry from the owner or operator of the towed motor vehicle. If the owner or operator wishes to retrieve the motor vehicle, then the towing service or storage facility must make the vehicle available within 45 minutes of the request.

(e) The lot or facility to which a trespass towed vehicle is removed shall be located within the city limits of the City of Charlotte.

(f) No towing service shall remove a motor vehicle from a private lot from the hours of 7:00 a.m. to 7:00 p.m. unless the owner or agent of the private lot signs a contemporaneous specific written authorization for such removal which is presented to the wrecker driver of the towing service. The agent must be someone other than an employee of the towing service. The written authorization shall contain the reason for the tow, the make, model, year, color, vehicle identification number (VIN) and license plate number. The wrecker driver shall contact the non-emergency number for the Charlotte-Mecklenburg Police Department and provide the above information. The motor vehicle will not be removed from the private lot until the driver has been advised of a complaint number.

(g) Subject to the express limitations described in this Article, towing services and owners, lessees and agents of private parking lots shall be entitled to pursue all rights and remedies available at law regarding the enforcement and collection of past due charges for parking violations.

Sec. 6-566. Interference with a towing service.

(a) It shall be unlawful for anyone to obstruct or interfere with a towing service that is carrying out a trespass tow on private property or a tow conducted pursuant to a contract with the City of Charlotte except:

(1) When the owner or operator verbally requests the towing service to release the motor vehicle pursuant to this Article;

(2) When the owner or operator verbally requests the towing service to release the motor vehicle pursuant to the provisions of a towing contract with the City of Charlotte; or

(3) When the owner or operator verbally requests the towing service to retrieve personal property from their motor vehicle.

Sec. 6-567. Penalty.

Any person who violates a provision of this article shall be guilty of a misdemeanor as provided by G.S. 14-4, and subject to a maximum fine of five hundred dollars (\$500.00).

Section 2: This ordinance shall become effective January 22, 2016.

Approved as to form:

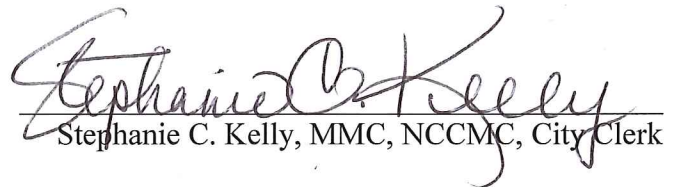


City Attorney

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 627-631.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.



Stephanie C. Kelly, MMC, NCCMC, City Clerk



ORDINANCE NO. 6096-X O-45

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$292,029 FOR THE PURCHASE OF A DEICING TRUCK TO INCREASE THE CAPACITY OF THE AIRPORT'S DEICING OPERATION DURING INCLEMENT WEATHER

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$292,029 is hereby appropriated from the Aviation Discretionary Fund for the contract with Wasau Everest Equipment, Inc. for the purchase of a truck mounted deicer and truck chassis.
- Section 2. That the sum of \$292,029 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:
- | | |
|---------|------------|
| Fund | 6064 |
| Project | 4020901650 |
| Source | 6000 |
| Type | 60006001 |
| Year | 0000 |
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:




City Attorney

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 632.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.




Stephanie C. Kelly, MMC, NCCMC, City Clerk

ORDINANCE NO. 6097-X O-46

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$108,856.60 FOR THE PURCHASE OF A DUMP TRUCK CAB/CHASSIS TO REPLACE A 1984 MODEL THAT CURRENTLY EXISTS IN THE AIRPORT'S FLEET

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$108,856.60 is hereby appropriated from the Aviation Discretionary Fund for the contract with TransSource, Inc. for the purchase of 2017 Mack GU713 dump truck cab/chassis.
- Section 2. That the sum of \$108,856.60 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:
- | | |
|---------|------------|
| Fund | 6064 |
| Project | 4020901651 |
| Source | 6000 |
| Type | 60006001 |
| Year | 0000 |
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:



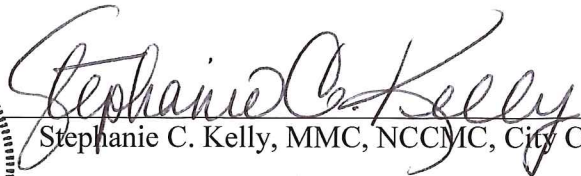
City Attorney

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 633.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.




Stephanie C. Kelly, MMC, NCCMC, City Clerk

ORDINANCE NO. 6098-X

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY
OF CHARLOTTE AND THE TOWN OF MIDLAND**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on November 23, 2015 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

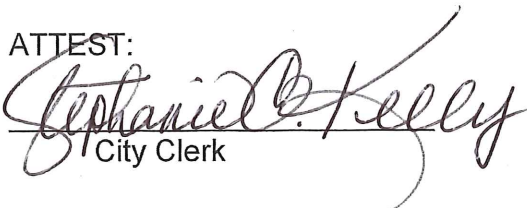
Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Midland is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

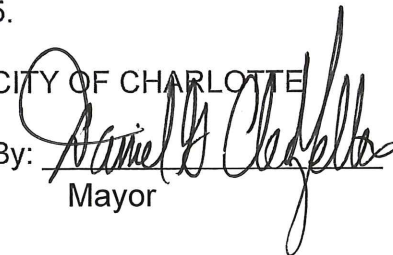
Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2016.

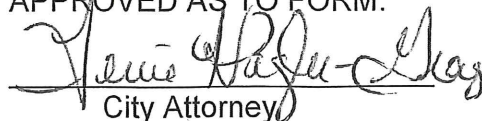
Adopted this 23rd day of November, 2015.

ATTEST:


City Clerk

CITY OF CHARLOTTE
By: 
Mayor

APPROVED AS TO FORM:


City Attorney



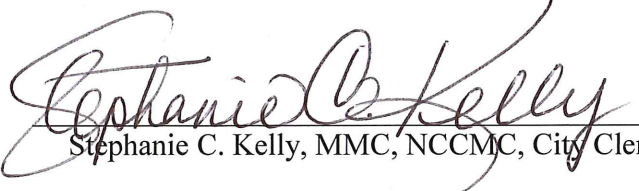
November 23, 2015
Ordinance Book 59, Page 635
Ordinance Number: 6098-X

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 634-640.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.




Stephanie C. Kelly, MMC, NCCMC, City Clerk

NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") and the Town of Midland (hereinafter "Midland"), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Midland.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2016.
5. At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation, under the following circumstances:
 - i. if Charlotte is considering annexation within the area described as Exhibit A, notification shall be given to Midland.

- ii. if Midland is considering annexation within the area described as Exhibit B, notification shall be given to Charlotte
- iii. if the proposed annexation is not located in either of the areas described as Exhibit A or Exhibit B then notification will not be required.

6. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 5 above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 6(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Midland waives the notice requirements of Paragraph 5. Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Midland may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Midland does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5. Under no circumstances may this Paragraph be construed to relieve Midland of the obligation to give notice of any proposed annexation of any portion of the area described in

Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Midland, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. a) If Midland lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Midland to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Midland.

b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Midland, Midland will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

10. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Midland, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Midland and spread upon their respective minutes.

11. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with

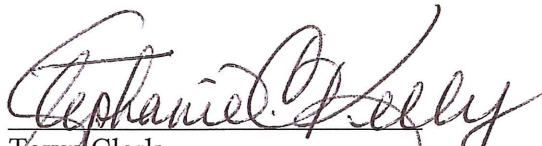
similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Midland to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE



Mayor

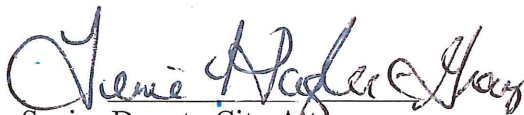
ATTEST:



Town Clerk



APPROVED AS TO FORM:




Senior Deputy City Attorney

TOWN OF MIDLAND



Mayor, Kathy Kitts





Nancy E. Boyden, CMC Town Clerk

APPROVED AS TO FORM:



Anthony Fox, Town Attorney

EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County (“Charlotte Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County (“Midland Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Midland Area is formed by the line between Midland and Harrisburg described in the annexation agreement between Midland and Harrisburg (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The easterly boundary of the Midland Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Midland Area is formed by the Cabarrus/Stanly County Line. The westerly boundary of the Midland Area is formed by the County Line.

ORDINANCE NO. 6099-X

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY
OF CHARLOTTE AND THE TOWN OF HARRISBURG**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on November 23, 2015 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

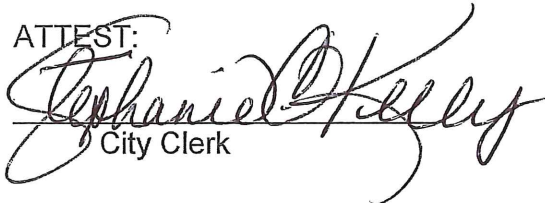
Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Harrisburg is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2016.

Adopted this 23rd day of November, 2015.

ATTEST:

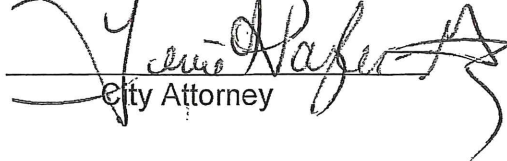

City Clerk

CITY OF CHARLOTTE

By: 

Mayor

APPROVED AS TO FORM:


City Attorney



November 23, 2015
Ordinance Book 59, Page 642
Ordinance Number: 6099-X

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 641-648.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.


Stephanie C. Kelly, MMC, NCCMC, City Clerk



NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") the Town of Harrisburg, being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Harrisburg.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2016.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads,

streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Harrisburg waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Harrisburg may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Harrisburg does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Harrisburg of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Harrisburg, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. a) If Harrisburg lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Harrisburg to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Harrisburg.

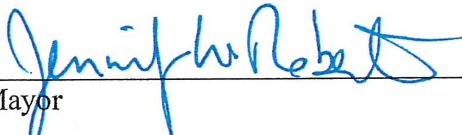
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Harrisburg, Harrisburg will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Harrisburg, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Harrisburg and spread upon their respective minutes.

10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Harrisburg to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all

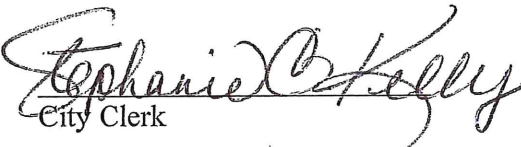
remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

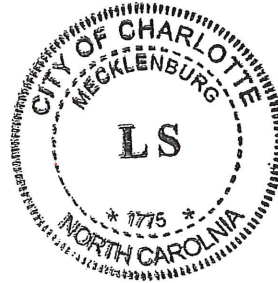


Mayor


ATTEST:



City Clerk




APPROVED AS TO FORM:



Senior Deputy City Attorney
Assistant

TOWN OF HARRISBURG



Mayor

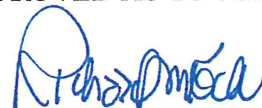
ATTEST:



Town Clerk



APPROVED AS TO FORM:



Town Attorney

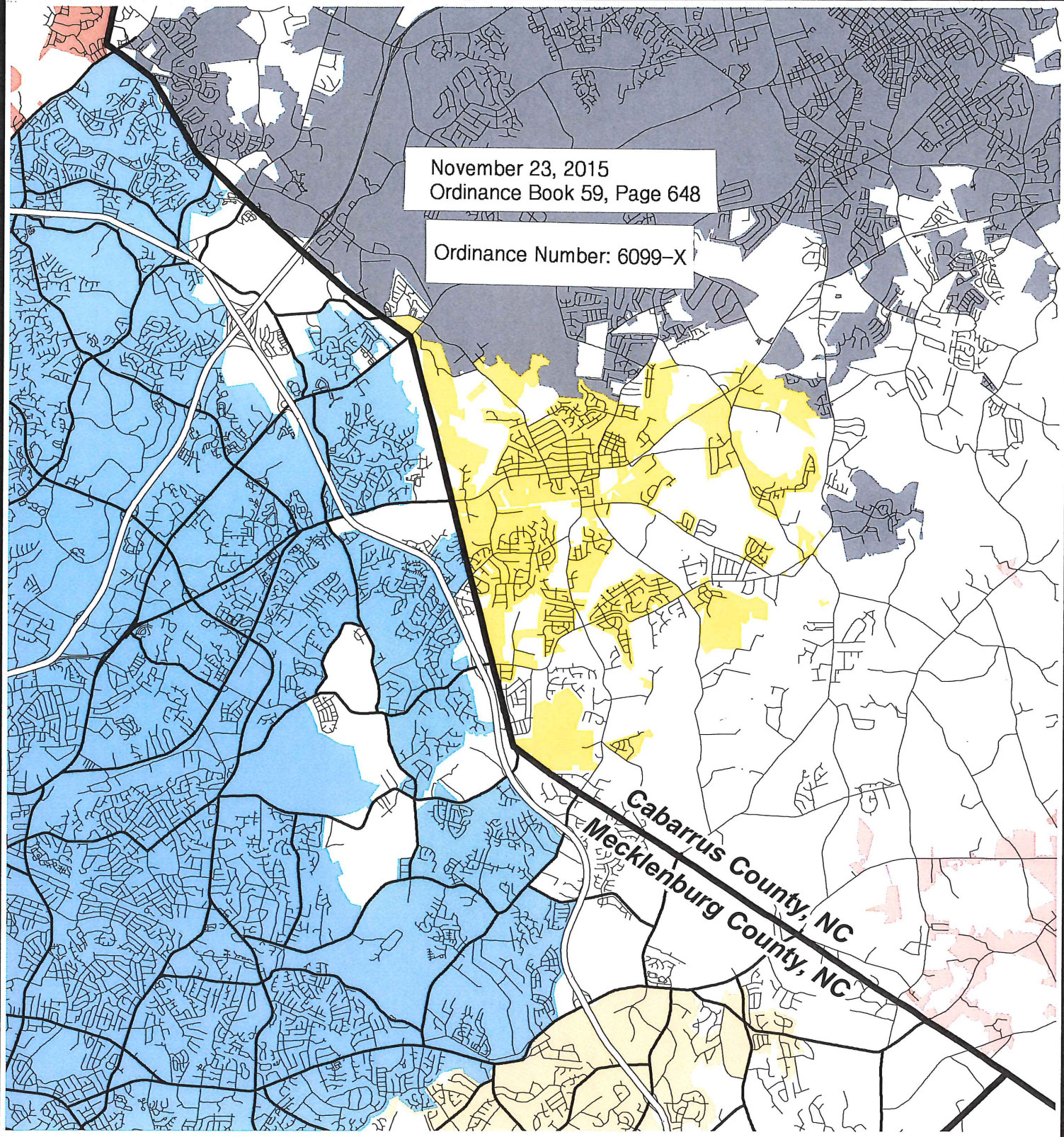
EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County ("Charlotte Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

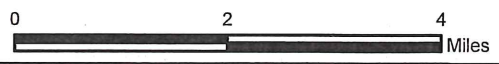
EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County ("Harrisburg Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

Mecklenburg County / Cabarrus County, NC Municipal Boundaries



- | | |
|--|--|
|  Charlotte City Limits |  Concord City Limits |
|  Huntersville Town Limits |  Harrisburg Town Limits |
|  Mint Hill Town Limits |  Midland Town Limits |



ORDINANCE NO. 7000-X

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY
OF CHARLOTTE AND THE CITY OF CONCORD**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on November 23, 2015 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the City of Concord is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2016.

Adopted this 23rd day of November, 2015.

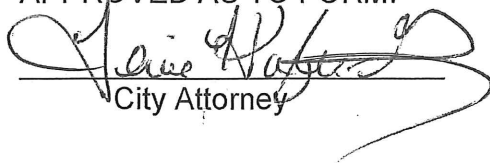
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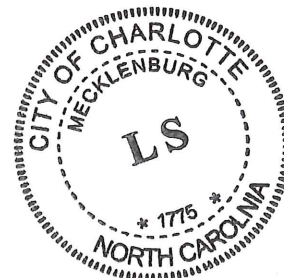

City Clerk

CITY OF CHARLOTTE

By: 
Mayor

APPROVED AS TO FORM:


City Attorney



CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 649-655.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.




Stephanie C. Kelly, MMC, NCCMC, City Clerk

NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the City of Concord (hereinafter “Concord”), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Concord.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2016.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads,

streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Concord waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Concord may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Concord does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Concord of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. a) If Concord lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Concord to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Concord.

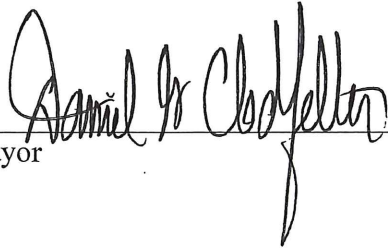
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Concord, Concord will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Concord, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Concord and spread upon their respective minutes.

10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Concord to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all

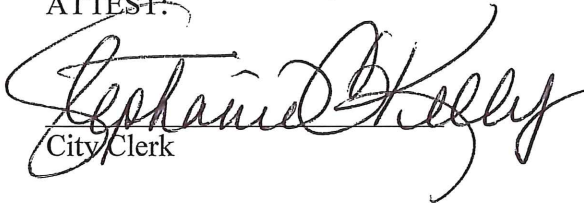
remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE



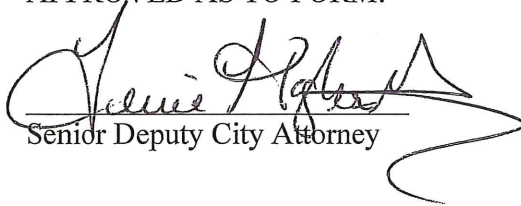
Mayor

ATTEST:

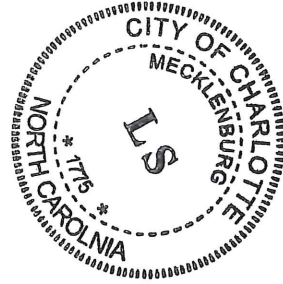


City Clerk

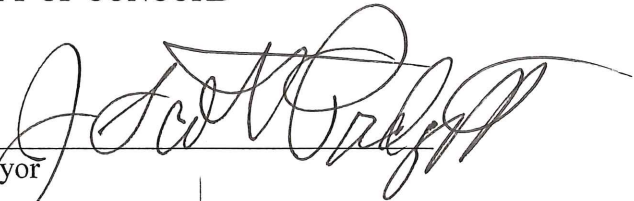
APPROVED AS TO FORM:



Senior Deputy City Attorney

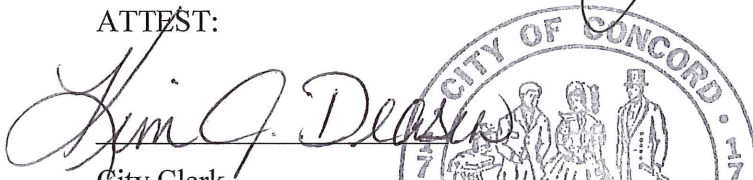


CITY OF CONCORD



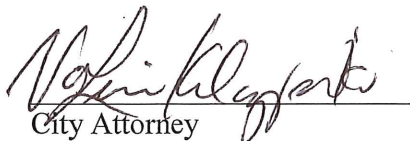
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney



EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County (“Charlotte Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County (“Concord Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends from the County Line in a generally easterly direction into Cabarrus County for a distance of three miles. The southerly boundary of the Concord Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Concord and Harrisburg (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Concord Area is formed by a line which is generally east of, parallel to and 3 miles distant from the County Line. The northerly boundary of the Concord Area is formed by the center of the rights-of-way of N.C. 73. The westerly boundary of the Cabarrus Area is formed by the County Line.