

**CHARLOTTE CITY COUCIL  
RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF CHARLOTTE AND MECKLENBURG COUNTY  
FOR THE CONTINUED CONSOLIDATION OF THE  
CHARLOTTE-MECKLENBURG POLICE DEPARTMENT**

WHEREAS, North Carolina General Statute §160A-460, *et seq.* and North Carolina General Statute §153A-445 authorize units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, in 1993, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated through an interlocal agreement between the City of Charlotte and Mecklenburg County; and

WHEREAS, in 1996, the City of Charlotte and Mecklenburg County entered into an updated consolidation agreement which included a funding mechanism for police services in the extra-territorial jurisdictions in Mecklenburg County; and

WHEREAS, in 2017, Mecklenburg County gave notice of termination of the consolidation agreement effective June 30, 2018; and

WHEREAS, the City of Charlotte and Mecklenburg County now wish to enter into a new interlocal agreement that will continue consolidation of the Charlotte-Mecklenburg Police Department according to the terms set forth therein.

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

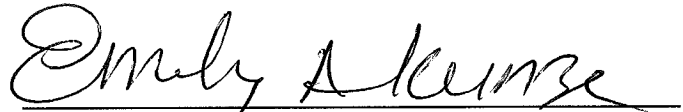
1. Approves and ratifies the attached Interlocal Agreement;
2. Authorizes the City Manager to execute the Interlocal Agreements in substantially the form presented to City Council with technical corrections and minor modifications as he may deem necessary consistent with the spirit and intent of the transactions;
3. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement; and
4. Directs that this resolution be reflected in the minutes of the Charlotte City Council.

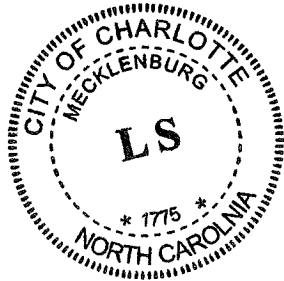
This the 26th day of February, 2018.

**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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 586-599.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.

  
Emily A. Kunze, Deputy City Clerk, NCCMC



**NORTH CAROLINA  
MECKLENBURG COUNTY**

**2018 AGREEMENT BETWEEN THE CITY OF  
CHARLOTTE AND MECKLENBURG COUNTY FOR  
THE CONTINUED CONSOLIDATION OF THE  
CHARLOTTE• MECKLENBURG POLICE  
DEPARTMENT**

This Agreement is effective as of July 1, 2018, by and between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **CITY OF CHARLOTTE** (hereinafter the "City"), a municipal corporation organized under the laws of the State of North Carolina.

**WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the General Statutes and Chapter 1170, Session Laws of 1969, by that agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg Police Departments" (hereinafter "Original Consolidation Agreement"); and

**WHEREAS**, the City and County entered into a subsequent agreement for the continued consolidation of the Charlotte-Mecklenburg Police Department effective July 1, 1996 (hereinafter "1996 Agreement"); and

**WHEREAS**, the County terminated the 1996 Agreement effective June 30, 2018;  
and

**WHEREAS**, the City and County now desire to enter into this new police consolidation agreement, which replaces in its entirety the Original Consolidation Agreement and the 1996 Agreement.

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

**1. Purpose of Agreement.**

The purpose of this Agreement is to specify the details of the continued consolidation of the Charlotte-Mecklenburg Police Department ("CMPD"), which is operated and administered by the City, and to specify the law enforcement services (hereinafter "police services" or "law enforcement services") to be provided by the City within those areas of unincorporated Mecklenburg County as specified herein.

2. **Functions and Facilities to be Consolidated.**

In accordance with the terms of the Original Consolidation Agreement and the 1996 Agreement, certain functions and facilities have remained and will continue to remain with Mecklenburg County. In addition, certain functions have been consolidated and will continue to be consolidated under the CMPD. These functions and facilities are indicated below:

- (a) Functions and facilities that remain with Mecklenburg County

Building Security  
Intake Center/Arrest Processing

- (b) Functions to continue to be consolidated under the City of Charlotte:

All Divisions of the former Mecklenburg County  
Police Department except those noted in (a) above.

3. **Lease of Space for Police Operations.**

The County agrees to continue to work with the City for CMPD use of County park facilities on Mountain Island Lake and Lake Wylie used by CMPD for lake patrol activities. The use of these facilities will be covered by a separate agreement or separate agreements.

4. **Personal Property.**

All personal property previously transferred by the County to the City pursuant to the Original Consolidation Agreement shall remain the property of the City to be used or disposed of as the City sees fit.

5. **Police Services.**

- (a) The County is contracting with the City to provide law enforcement services within the extra-territorial jurisdiction areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located (each an "ETJ Area" and collectively the "ETJ Areas") The ETJ Areas as of the date of execution of this Agreement are shown in Attachment A. The ETJ Areas will change from time to time as annexation and de-annexation occurs.
- (b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ Areas will be established by the Chief of Police of CMPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the Department's mission to be responsive to those needs.

- (c) The CMPD will comprehensively police the ETJ Areas with levels of service that are seamless and consistent with the adjoining areas of the City. All of the police resources provided in the City limits will be provided to the ETJ Areas as crime and crime trends dictate to include; routine patrols, 911 response, criminal investigations, logistics and administrative services. The CMPD will utilize a holistic policing approach within the ETJ Areas with a focus on community service and crime suppression by working together with the community to solve problems.
- (d) Any dispute involving police services or costs thereof will be resolved by consultation between the City and County Managers as provided in Section 13.
- (e) The CMPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data, broken out into the ETJ Areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located:
  - i. Total number of citizen generated calls for service responded to by on-duty CMPD officers in the ETJ Areas including total Events, Units, and Service Time (hours), type of call, response times from dispatch to arrival, and priority of calls.
  - ii. Historical Response Times and Calls for Service data for Huntersville, Pineville, and Cornelius for the previous five years in the ETJ Areas for those respective towns, to be provided upon commencement of this Agreement.
  - iii. Number and type of officer initiated activities across the ETJ Areas.
  - iv. Special Operations Division Deployment in the ETJ Areas.
  - v. Traffic Related Incidents in the ETJ Areas including traffic stop and traffic accidents with separate count of fatalities and DWIs across Mecklenburg County outside the corporate City limits of Charlotte.
  - vi. Description and number of Community Events in Patrol Divisions.
  - vii. Description of any additional assistance provided to the towns including training.

- viii. Description of non-sensitive special police initiatives that occurred in the ETJ Areas and abutting CMPD Patrol Divisions as captured by the computer aided dispatch system.
  - ix. Number of adult arrests in the ETJ Areas and statistics for comparative purposes.
  - x. Number of items of evidence and property seized, collected, processed and stored in the ETJ Areas by CMPD.
- (f) Twice a year, the CMPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in the ETJs for Mint Hill, Davidson and the City of Charlotte, including explanations for any apparent crime trends.
- (g) The CMPD may continue to pursue the geographic decentralization service delivery model.
- (h) With respect to the ETJ Area where the McGuire Nuclear Plant is located, the City agrees to provide both emergency response and routine primary patrol coverage, including zone checks, for this area. Specifically:
- i. The CMPD will be the primary agency to patrol infrastructures related to security on Lake Norman and its shoreline and Duke Energy property as authorized by Duke Energy
  - ii. CMPD will participate and be the lead Law Enforcement Agency for all drills required by Federal and/or State regulations for Lake Norman and its shoreline.
  - iii. CMPD will be the lead Law Enforcement Agency within the Incident Command System and Unified Command System for any declared State of Emergency involving Lake Norman and/or its respective shoreline.
  - iv. CMPD will be the lead Law Enforcement Agency and be part of the existing Charlotte-Mecklenburg Emergency Operations Plan (EOP) for any natural or man-made disasters affecting Lake Norman and assist other agencies as requested under State or Regional Mutual Assistance Agreements.

- v. CMPD will be the lead Law Enforcement Agency contact for any natural or man-made disaster affecting Lake Norman and will assist other agencies as requested under State or Regional Mutual Assistance Agreements.
  - vi. CMPD will be the lead Law Enforcement Agency and coordinate all law enforcement activities and associated events and exercises on Lake Norman associated with the Duke Energy – McGuire Nuclear Station. In addition, CMPD will be the lead Law Enforcement Agency within the Radiological Emergency Preparedness (REP) Program for real events and exercises on Lake Norman.
- (i) CMPD shall grant the Towns who use Charlotte’s dispatch system increased access to CMPD’s individual CAD and RMS data to include access to historical data over the previous five years. The CMPD will ensure that the ETJ’s are mapped with specific ETJ response areas and as a whole to allow the Towns to view and extract ETJ data. CMPD will consult with each Town’s police department to resolve technical implementation issues.
  - (j) Lake Patrol responsibilities as referenced in Attachment C

6. **Police Services Funding Formula.**

- (a) The amount that the County shall pay the City for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.
- (b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the City one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County’s adopted Budget for that fiscal year. A reconciliation will occur following the end of each fiscal year based on actual amounts as determined by the County’s audited Comprehensive Annual Financial Report (CAFR) pursuant to the Funding Formula. Settlement amounts as finally mutually determined to be due will be paid in the month following the published CAFR.

7. **Jurisdiction of Charlotte-Mecklenburg Police Department Officers.**

By its approval of this Agreement, the Board of County Commissioners, pursuant to Chapter 1170 of the 1969 Session Laws, as amended, has authorized and

hereby reaffirms its authorization and empowerment of all law enforcement officers of the Charlotte-Mecklenburg Police Department to exercise throughout the County the same jurisdiction, authority, powers and rights, including arrest and service of criminal and civil process, which they are authorized by law to exercise within the City. But it is understood that the City shall not be obligated to exercise the powers referenced in this section in those portions of the County that the County has authorized another municipality to provide police services for **except** with respect to the fulfillment of mutual aid agreements by the City.

**8. Changes to City and County Ordinances.**

The City and County agree to make such changes or amendments to ordinances, rules, regulations and policies as may be required to further the interests of police consolidation and the police services to be provided by the City pursuant to this Agreement.

**9. Responsibility for Claims.**

The City will continue to be solely responsible for any and all claims and actions arising from the operation of the consolidated Charlotte-Mecklenburg Police Department on an occurrence basis from and after October 1, 1993, including but not limited to claims by third parties as well as former County employees who are employed by the City and arising out of their employment with the City. Each agrees to indemnify and hold the other harmless with respect to the claims for which it is responsible.

**10. Revenues.**

All funds related to police operations, such as the Forfeiture and Assets Fund, Police Donations Expendable Trust and Agency Fund, and Seized Assets Trust and Agency Fund have been transferred by the County to the City. Any monies received in the future by the County that would have been placed in these funds will be remitted to the City.

**11. Term of Agreement.**

In light of the terms, conditions and mutually beneficial purpose of this Agreement, and to ensure that the residents of the ETJ Areas served under this Agreement are never without quality law enforcement services, the duration of this Agreement shall be five (5) years, but subject to termination only as hereinafter set forth. To ensure continuity of service, the County and City will adhere to the terms of this Agreement until formal termination is rendered.

This Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) fiscal year by either the City or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least twenty-four (24) months prior to the July 1 effective date of termination.



Both parties agree to begin negotiations on possible renewable of this Agreement at the beginning of the fourth fiscal year should such Agreement be in effect at that time.

**12. Termination of Agreement for Default.**

Failure of the County to provide the funds to the City as required by this Agreement is an event of default which would allow the City to terminate this Agreement as provided herein.

Failure of the City to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall have a right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice is given, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have, within thirty (30) days after written notice is given, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. Further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than twenty-four (24) months after the date of the notice.

**13. Dispute Resolution Process.**

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the City and County Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

**14. Amendments and Mutual Extension of Term.**

Any amendments to this Agreement must be in writing, approved by the City Council and the Board of County Commissioners and signed by the Mayor of the City and Chairman of the Board of County Commissioners. This term of this Agreement may be extended only by action of both the City Council and the Board of County Commissioners by a written agreement signed by the Mayor of the City and Chairman of the Board of County Commissioners.

Executed as of the day and year first above stated by authority duly granted by the Charlotte City Council and the Mecklenburg County Board of Commissioners.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

\_\_\_\_\_

\_\_\_\_\_

Mayor

Chairman, Board of Commissioners

ATTEST:

ATTEST:

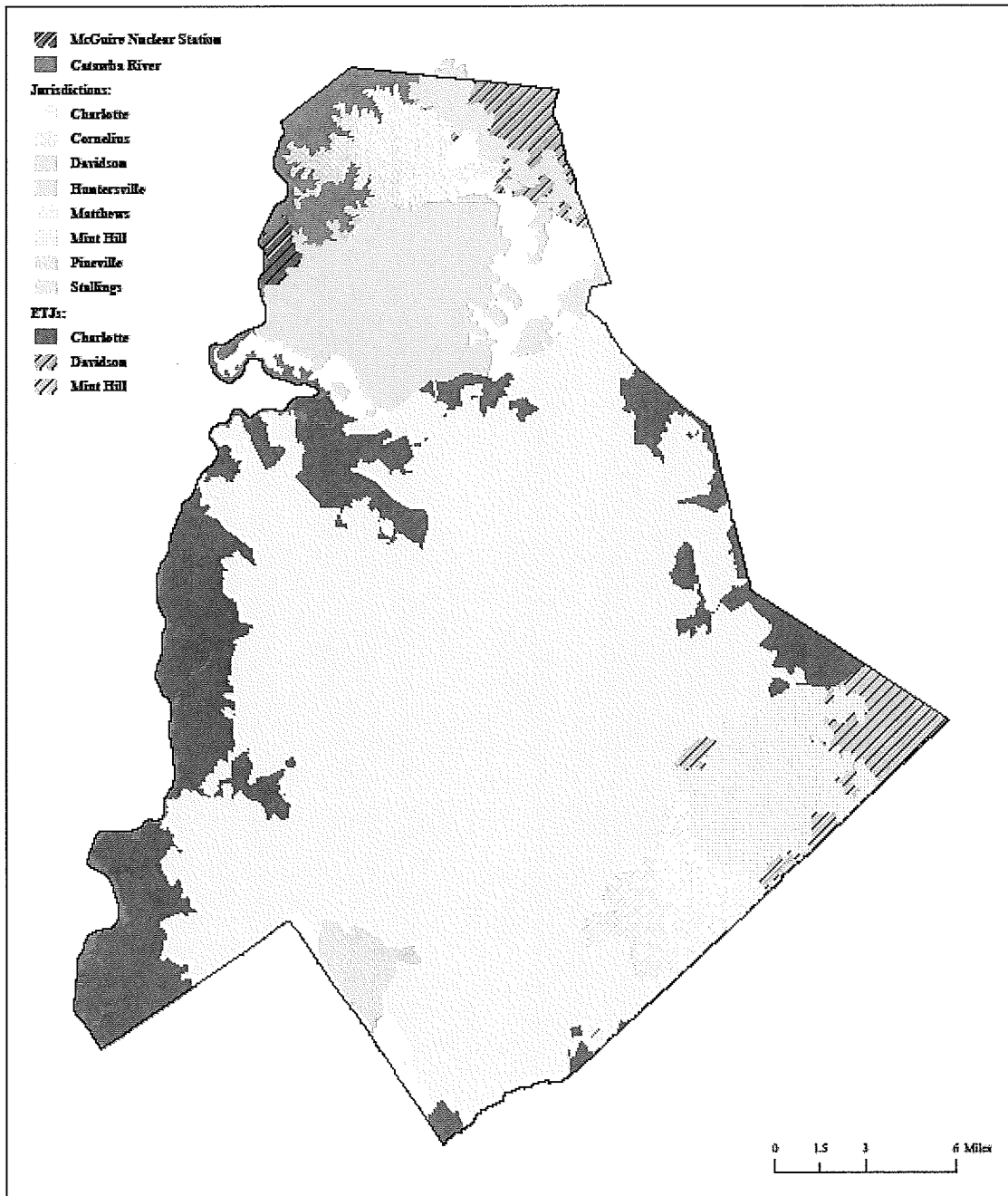
\_\_\_\_\_  
City Clerk



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

APPROVED AS TO FORM.

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

### ATTACHMENT A



 **Charlotte ETJ with Patrol Designation for McGuire Nuclear Station and the Davidson and Mint Hill ETJs** 

Map prepared by Geospatial Information Services - February 3, 2018

## ATTACHMENT B

### Police Services Funding Formula

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ Areas, and if so, in what amount or amounts. However, the parties have agreed that the amount of payment to the City will be partly determined by what such a maximum law enforcement service district tax of 21.46 cents would generate, if levied. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ Areas will not be interpreted in that manner.
2. In Fiscal Year 2019, the County will pay the City a minimum of \$14,000,000 plus an amount calculated as what any additional revenue over \$14,000,000 would be generated by the increase in assessed value in the ETJ Areas; this amount would be calculated as if an assumed law enforcement service district tax of 21.46 cents were levied. The minimum payment of \$14,000,000 will be increased only if the value of the estimated taxable property is such that the assumed tax rate of 21.46 cents would yield more than \$14,000,000 for the ETJ Areas. This will be considered the baseline for all future years.

For purposes ONLY of calculating the payment to the City, the current assumed property tax rate of 21.46 cents will be adjusted in years of revaluation to a revenue neutral rate per the North Carolina General Statutes [G.S. 159-11(e)].

For Fiscal Year 2020 and beyond, the calculation of the payment will be determined by adjusting the prior year's payment by the percentage of change due to natural growth in the value of estimated taxable property, as determined by the County Assessor. Natural growth does not include the increment generated from the equalization of Public Service Companies. Adjustments to increase the payment will only occur if the value of the estimated taxable property is such that the revenue neutral tax rate equivalent to an assumed tax rate of 21.46 cents would yield more than \$14,000,000 for the ETJ Areas. The maximum annual increase will be 5%.

As the property tax base in the ETJ Areas might be modified from time to time as a result of annexation, de-annexation and the addition of new assessed property or the revaluation of currently assessed property, the calculated revenue will be adjusted to reflect the totality of property values in the ETJ Areas.

3. If any portion of the ETJ Areas is annexed by the City or any other municipality after this Agreement is executed, the calculation of payment to the City shall be calculated at a presumed law enforcement service district rate of no greater than 21.46 cents or the equivalent revenue neutral tax rate as provided above, such that the remaining property in the reduced ETJ Areas would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ Areas.

## ATTACHMENT C

### **Lake Patrol Agreement**

1. Situational Awareness conducted by the CMPD lake enforcement officers will focus on the critical infrastructure of Lake Norman. Specifically, McGuire Nuclear Station, Cowan's Ford Dam, and the two water intakes will be patrolled on a daily basis. During these patrols, officers will be checking for suspicious boats, persons, aircraft, or other items in the water near these locations. The officers will ensure that there are no boats or other items in the water near or within the buoyed area of the nuclear station, dam, or water intakes. Specifically, regarding the water intakes, officers will check for any foreign objects attached to the structure such as ropes, wires, or cables.
2. CMPD Lake Enforcement officers will be available to assist Cornelius with any priority one call when they are on Lake Norman. CMPD Lake Enforcement will respond from Mountain Island Lake or from an off-duty status to those incidents involving hostile actions against the nuclear station, the dam, or one of the water intakes. CMPD will assist at other times within existing mutual aid agreements when resources are available. CMPD Lake Officers that are off duty are considered to be "not available". CMPD prefers that all requests for assistance be made by police radio on the "North" talkgroup and that CMPD's 911 communications center be used as a last resort.
3. CMPD will maintain a policing role both Lake Norman and Mountain Island Lake. CMPD officers will have a situational awareness role on Lake Norman and a law enforcement / boating safety role on Mountain Island Lake. CMPD's North Division will have four Lake Enforcement Officers to handle responsibilities on both Lake Norman and Mountain Island Lake. The officers will have a situational awareness role on Lake Norman and a law enforcement/boating safety role on Mountain Island Lake. The peak season schedule- May through September will be 7 days a week. Officers will be scheduled during late afternoon and evening hours on Friday, Saturday, and Sunday. This will be to perform their boating safety role on Mountain Island Lake. On Mondays through Thursdays, they will be scheduled during daytime hours and will split their time between both lakes. The off-peak season schedule, October through April, will be 7 days a week and will be daytime hours. The officers will split their time between both lakes each day.
4. CMPD will perform all policing responsibilities on Lake Wylie.

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY KNOWN AS GRIER HEIGHTS SENIORS IN THE CITY OF CHARLOTTE, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$5,000,000

WHEREAS, the City Council of the City of Charlotte (the "City") met in Charlotte, North Carolina at 7:00 p.m. on the 26th day of February, 2018; and

WHEREAS, the Housing Authority of the City of Charlotte, N.C. (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$5,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Grier Heights Seniors, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a multifamily residential rental facility for seniors to be known as Grier Heights Seniors (the "Development"); and

WHEREAS, the Development will consist of approximately 72 units, located in one building on an approximately 1.85 acre site at 2931 Marney Avenue in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on January 24, 2018, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Charlotte, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of Charlotte, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

1. The proposed low income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, Mecklenburg County, North Carolina by the Borrower and the issuance of the Authority's multifamily housing revenue bonds therefor in an amount not to exceed \$5,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute

such approval certificates as may be required to evidence the City's approval of the issuance of the Bonds for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member Ajmera moved the passage of the foregoing resolution and Council member Egleston seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members Ajmera, Eiselt, Mitchell, Winston, Egleston, Harlow, Mayfield, Phipps, Newton, Bokhari, Driggs

Nays: None

Not voting: N/A

\* \* \* \* \*

**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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 600-604.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.



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



Resolution No. 2308

**Authorize the CEO to Provide Preliminary Approval to Issue Revenue Bonds to Finance the Acquisition, Construction and Equipping of a New Affordable Housing Development to be known as Grier Heights Seniors**

WHEREAS, Laurel Street Residential, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Borrower"), has requested that the Housing Authority of the City of Charlotte, N.C. (the "Authority") assist in financing the acquisition, construction and equipping of a 72-unit multifamily housing development for seniors to be known as Grier Heights Seniors located at 2931 Marney Avenue in Charlotte, North Carolina (the "Development"); and

WHEREAS, the Borrower has described to the Authority the benefits of the Development to the City of Charlotte and the State of North Carolina and has requested the Authority to agree to issue its revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing and equipping the Development; and

WHEREAS, the Authority is of the opinion that the Development is a facility which can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.:

1. It is hereby found and determined that the Development will involve the acquisition, construction and equipping of a housing facility to serve persons of low and moderate income, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the Authority agrees to assist the Borrower in every reasonable way to issue bonds to finance the acquisition, construction and equipping of the Development, and, in particular, to undertake the issuance of the Authority's revenue bonds (the "Bonds") in one or more series in an aggregate amount now estimated not to exceed Five Million Dollars (\$5,000,000) to provide all or part of the cost of the Development.
2. The Authority intends that the adoption of this resolution be considered as "official action" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon among the Authority and the Borrower. The Authority and the Borrower shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay all of the expenses of the Authority in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or other agreement between the Authority and a trustee (the "Trustee") or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the Authority's rights to payments under the financing agreement. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency

**Resolution No. 2308**

- thereof, including the Authority and the City of Charlotte, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Borrower.
4. The Authority will proceed, upon the prior advice, consent and approval of the Borrower, bond counsel and the Authority's counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including, without limitation, from the City of Charlotte and, if applicable, the North Carolina Local Government Commission.
  5. It having been represented to the Authority that it is desirable to proceed with the acquisition, construction and equipping of the Development, the Authority agrees that the Borrower may proceed with plans for such acquisition, construction and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Borrower to obligate the Authority without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the Authority's adoption of this resolution. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all qualifying costs so incurred by it as permitted by Internal Revenue Service Regulations Section 1.150-2.
  6. All obligations hereunder of the Authority are subject to the further agreement of the Authority and the Borrower, to satisfactory review by the Authority of the financial capability of the Borrower and satisfactory underwriting of the Development, and mutual agreement to the terms for the Bonds, including the execution of a financing agreement, indenture, or security agreement and other documents and agreements necessary or desirable for the issuance, sale and delivery of the Bonds. The Authority has not authorized and does not authorize the expenditure of any funds or monies of the Authority from any source other than the issuance of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction and equipping of the Development and the issuance of the Bonds, including the reasonable fees and expenses of the Authority, the Authority's counsel, bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Borrower and the Authority shall have no responsibility therefor. It is understood and agreed by the Authority and the Borrower that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or commissioners from time to time of the Authority.
  7. The officers of the Authority are hereby authorized and directed to take all actions in furtherance of the issuance of the Bonds, including calling for a public hearing with respect to the financing of the Development through the issuance of the Bonds.
  8. McGuireWoods LLP, Raleigh, North Carolina, shall act as bond counsel for the Bonds.
  9. This resolution shall take effect immediately upon its passage.

Resolution No. 2308

**RECORDING OFFICER'S CERTIFICATION**

I, A. Fulton Meachem, Jr., the duly appointed Secretary of the Housing Authority of the City of Charlotte, N.C., do hereby certify that Resolution No. 2308 was properly adopted at a regular meeting held September 19, 2017.

(SEAL)

By: \_\_\_\_\_



A. Fulton Meachem, Jr., Secretary

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE  
CITY OF CHARLOTTE, NORTH CAROLINA ON FEBRUARY 26, 2018**

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

WHEREAS, the Charlotte Regional Transportation Planning Organization allocated Congestion Mitigation and Air Quality (CMAQ) funding for the construction 2.82 miles of sidewalk on Pineville-Matthews Road, and

WHEREAS, this sidewalk project is part of the City of Charlotte Sidewalk and Pedestrian Safety Program, and

WHEREAS, this project will construct 2.82 miles of sidewalk along three segments of Pineville-Matthews Road, and

WHEREAS, a municipal agreement between the City and the State will provide \$3,101,240 in CMAQ funding, and the City's match for construction is \$1,744,447, and

WHEREAS, the format and cost sharing philosophy is consistent with past municipal agreements.

NOW, THEREFORE, BE IT RESOLVED that a Municipal Agreement with the North Carolina Department of Transportation for the City to receive \$3,101,240 in CMAQ funding is hereby formally adopted by City Council of the City of Charlotte, and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

**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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 605.

WITNESS my hand and the Corporate Seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.



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

**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:

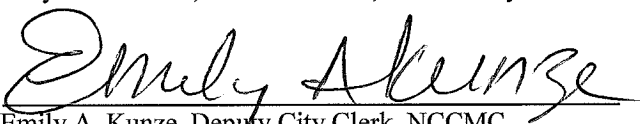
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 26th day of February 2018 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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 606-607.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.

  
Emily A. Kunze, Deputy City Clerk, NCCMC



**Taxpayers and Refunds Requested**

BUTLER, SCOTT L	\$	39.00
EXECUTIVE AVIATION LLC	\$	4,474.79
FAMILY HEALTH AND HUMAN SERVICES INC	\$	430.83
FAMILY HEALTH AND HUMAN SERVICES INC	\$	430.83
FAMILY HEALTH AND HUMAN SERVICES INC	\$	469.83
HAWSE, JACQUELYN K	\$	387.74
OATES, LIMUEL	\$	215.42
PEREZ, GILBERTO	\$	37.39
PIEDMONT PLASTICS	\$	2.63
RAVANBAKHT, JASON	\$	25.00
RAVANBAKHT, JASON	\$	33.00
WARNER, SAMMY D	\$	346.82
	<u>\$</u>	<u>6,893.28</u>

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 **RIVERHAVEN-PHASE 2 WATER MAIN 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 **RIVERHAVEN-PHASE 2 WATER MAIN PROJECT** and estimated to be **715 square feet (.016 acre) of waterline easement, and 14 square feet 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. 031-212-02, said property currently owned by **LADDIE VAN HILL and spouse, if any; SHERRY HILL (a/k/a "Sherrie Cooper Hill") and spouse, if any, 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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 608.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Emily A. Kunze, Deputy City Clerk, NCCMC



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 **RIVERHAVEN-PHASE 2 WATER MAIN 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 **RIVERHAVEN-PHASE 2 WATER MAIN PROJECT** and estimated to be **1,312 square feet (.03 acre) of waterline easement, and 884 square feet (.02 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. 031-212-01, said property currently owned by **LADDIE VAN HILL and spouse, if any; SHERRY HILL (a/k/a "Sherrie Cooper Hill"), and spouse, if any, 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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 609.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC



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 **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS 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 **LINCOLN HEIGHTS DRAINAGE IMPROVEMENTS PROJECT** and estimated to be **767 square feet (.018 acre) of storm drainage easement and 1,628 square feet (.037 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. 077-043-01, said property currently owned by **OLIVETTE MYERS (f/k/a Olivette S. Patterson) and spouse, if any; MONIQUE L. PATTERSON and spouse, if any; ANY AND ALL HEIRS AT LAW OF BUDDY PATTERSON; ANY AND ALL HEIRS OF RUBY NELL PATTERSON; LINDA P. ROSS and spouse, if any,** 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 26<sup>th</sup> day of February, 2018, the reference having been made in Minute Book 144, and recorded in full in Resolution Book 48, Page(s) 610.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of February, 2018.



  
Emily A. Kunze, Deputy City Clerk, NCCMC