

EXTRACTS FROM MINUTES OF CITY COUNCIL

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A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on August 23, 2021:

Members Present: Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Johnson, Newton, Bokhari, Driggs

Members Absent: Watlington

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The City caused to be published on August 10, 2021 in the Mecklenburg Times notice of a public hearing to receive comments on the proposed entering into an installment financing contract (the “Contract”) for the purpose of financing (1) the costs of (a) construction of three new police stations, (b) acquisition of a new police helicopter, (c) improvements and renovations of an animal care and control facility, (d) construction of a new fire station and the acquisition of land for future use, (e) capital building improvements and sustainability related utility systems upgrades, (f) construction of a fleet repair station at the Northeast Maintenance Facility, (g) improvements to other governmental facilities and (h) the acquisition of vehicles and equipment (collectively, the “*Projects*”) and (2) the costs of entering into the Contract. The Contract will be in a principal amount of not to exceed \$125,000,000.

The public hearing notice stated that the City Council would hold a public hearing on August 23, 2021 at 5:00 p.m., or as soon as practicable thereafter, and will be hosted virtually.

The Mayor announced that the City Council would hear anyone who wished to be heard on the Contract and the Projects to be financed thereby. [There being no speakers either for or against, a motion was made by Councilmember Egleston, seconded by Councilmember Driggs and carried unanimously to close the public hearing.]

HELD the 23rd day of August, 2021.

STATE OF NORTH CAROLINA)
) ss:
CITY OF CHARLOTTE)

I, STEPHANIE C. KELLY, the City Clerk of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of an extract of minutes of the meeting held by the City Council of the City of Charlotte, North Carolina, on the 23rd day of August, 2021, the reference having been made in Minute Book 154 and in Resolution Book 52, page 001 -002.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 23rd day of August, 2021.



Stephanie C. Kelly
City Clerk, MMC, NCCMC
City of Charlotte, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

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Members Present: Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Johnson, Newton, Bokhari, Driggs

Members Absent: Watlington

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Councilmember Egleston/Driggs introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AN
INSTALLMENT FINANCING CONTRACT WITH NEW CHARLOTTE CORPORATION TO
FINANCE CERTAIN GOVERNMENTAL FACILITIES AND EQUIPMENT AND RELATED
MATTERS**

WHEREAS, the City of Charlotte, North Carolina (the “City”) is a municipal corporation duly created and validly existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “City Council”) has determined that it is in the best interests of the City to enter into an Installment Financing Contract dated as of October 1, 2021 (the “Contract”) between the City and New Charlotte Corporation (the “Corporation”) in order to finance the costs of (a) construction of three new police stations, (b) acquisition of a new police helicopter, (c) improvements and renovations of an animal care and control facility, (d) construction of a new fire station and the acquisition of land for future use, (e) capital building improvements and sustainability related utility systems upgrades, (f) construction of a fleet repair station at the Northeast Maintenance Facility, (g) improvements to other governmental facilities and (h) the acquisition of vehicles and equipment (collectively, the “Projects”);

WHEREAS, to secure its obligations under the Contract, the City will (1) execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of October 1, 2021 from the City to the deed of trust trustee named therein for the benefit of the Corporation (the “Deed of Trust”), granting the Corporation and its assigns a security interest in certain sites of the Projects;

WHEREAS, to assist the City in the financings of the Projects with the Contract, the Corporation will execute and deliver an Indenture of Trust dated as of October 1, 2021 (the “*Indenture*”) between the Corporation and U.S. Bank National Association, as trustee (the “*Trustee*”) and the Corporation will execute and deliver Certificates of Participation (Governmental Facilities and Equipment), Series 2021B (the “*2021B Certificates*”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the Contract under the Indenture, in an aggregate principal amount not to exceed \$125,000,000;

WHEREAS, in connection with the sale of the 2021B Certificates by the Corporation to BofA Securities, Inc., as managing underwriter (the “*Underwriter*”), the City desires to make certain representations and warranties to the Underwriter in the form of the City’s Letter of Representation to the Underwriter (the “*Letter of Representation*”);

WHEREAS, there has been described to the City Council the following documents (collectively, the “*Instruments*”), copies of are available to the City Council, which the City Council proposes to approve, enter into and deliver, as applicable to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) the Indenture;
- (4) the Contract of Purchase between the Corporation and the Underwriter (the “*Purchase Contract*”);
- (5) the Letter of Representation; and
- (6) the Preliminary Official Statement related to the 2021B Certificates (the “*Preliminary Official Statement*”) containing certain information regarding the City;

WHEREAS, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the City Council conducted a public hearing on August 23, 2021 to receive public comment concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the Projects to be financed thereby; and

WHEREAS, the City has filed with the LGC an application with respect to the Contract and expects to receive approval of the Contract by the LGC at its October meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification of Instruments. All actions of the City officials, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. Authorization of the Official Statement. The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the final Official Statement related to the 2021B Certificates

substantially in the form of the Preliminary Official Statement (the “*Official Statement*”) by the Underwriter and any co-managing underwriters in connection with the sale of the 2021B Certificates is hereby in all respects authorized, approved and confirmed.

Section 3. Authorization to Execute the Contract. The City approves the transactions contemplated by the Instruments in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the City in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Mayor, the City Manager, the Chief Financial Officer and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees (the “*Authorized Officers*”), are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the City Council. From and after the execution and delivery of the Contract, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. Authorization to Execute the Deed of Trust. The form, terms and content of the Deed of Trust are in all respects authorized, approved and confirmed, and the Authorized Officers are hereby in all respects authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust for the City, including necessary counterparts, in substantially the form presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the City Council. From and after the execution and delivery of the Deed of Trust, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. Letter of Representation. The form and content of the Contract of Purchase are hereby in all respects approved, and the City Manager and the Chief Financial Officer, including anyone serving as such in an interim capacity, and their respective designees, individually and collectively, are authorized to execute the Letter of Representation for the purposes stated therein.

Section 6. City Representative. The Authorized Officers are hereby designated as the City’s representatives to act on behalf of the City in connection with the transaction contemplated by the Instruments and the Official Statement, and each is authorized to proceed with the financing of the Projects in accordance with the Instruments in an aggregate principal amount not to exceed \$125,000,000 and to seek opinions as a matter of law from the City Attorney, which City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The City’s representative and their designees are in all respects authorized, individually and collectively, to supply on behalf of the City all information pertaining to the City for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out

the intent and purposes of this Resolution, including the on-going administration of the Instruments and related documents.

Section 7. Severability. If any section, phrase or provision of this Resolution is declared invalid for any reason, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. Effective Date. This Resolution will take effect immediately on its adoption.

Stephanie C. Kelly
City Clerk, CMC, NCCMC
City of Charlotte, North Carolina

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF MECKLENBURG PERTAINING TO THE PROVISION OF YOUTH DIVERSION PROGRAMS BY THE CITY OF CHARLOTTE.

WHEREAS, N.C. General Statute § 160A-461, "Interlocal cooperation authorized," authorizes 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, the County of Mecklenburg and the City of Charlotte wish to enter into an Interlocal Agreement, by which the City has agreed to provide certain youth diversion program services funded by Mecklenburg County's Juvenile Crime Prevention Council through funds received from the North Carolina Division of Juvenile Justice, pursuant to the attached Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify the attached Interlocal Agreement between the City of Charlotte and the County of Mecklenburg. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreement, and any amendments thereto, and this resolution shall be spread upon the minutes.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 9th day of August 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 775.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 9th day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



State of North Carolina
Mecklenburg County

County Funds	<input type="checkbox"/>	
State Funds	<input type="checkbox"/>	
Federal Funds	<input type="checkbox"/>	CFDA # Number(s)
Other Funds	<input type="checkbox"/>	Type of Other Funding.

This Contract, entered into as of the first of July, 2021 by and between the COUNTY OF MECKLENBURG through its Criminal Justice Services Department, hereinafter referred to as "County", and Charlotte Mecklenburg Police Department, hereinafter referred to as "Vendor".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The County and Vendor agree as follows:

1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

1.1 **Purpose**

The County is engaging the Vendor for the purpose of providing an alternative to arrest while maintaining accountability for delinquent acts and providing appropriate support to redirect behavior, as further described in Section 2 and payable as provided in Section 3.

1.2 **Effective and Ending Dates**

This Contract shall be effective 07/01/2021 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on 07/01/2021 or the effective date of this Contract, whichever is later, and shall end at midnight, 06/30/2022.

1.3 **Official Payee and Party Representatives**

1.3.1 The name, address, telephone number and e-mail address of the Vendors' Contract Administrator:

Name: Cara Evans-Patterson
Address: 601 East Trade Street
City: Charlotte State: NC Zip Code: 28202
Phone: 704-574-3186
E-mail: cevpatterson@cmpd.org

mail of the Project Manager for the Department for this Contract:

Name: Amit Patel
Address: 715 E. Fourth Street, Suite 202
City: Charlotte State: NC Zip Code: 28202
Phone: 980-314-1710
E-mail: Amit.Patel@MeckNC.gov

1.3.2 The name, address, telephone number and e-mail of the Vendor's representative responsible for administration of the program under this Contract (and primary point of contact):

Name: same as above
Address:
City: State: Zip Code:
Phone: Ext: E-mail:

1.3.4 The name, address, telephone number and e-mail address of the Procurement Analyst for this Contract:

Name: Barbara Williams
Address: 700 E. Fourth Street, 4th Floor
City: Charlotte State: NC Zip Code: 28202
Phone: 980-314-2412
E-mail: Barbara.Williams@MeckNC.gov

1.3.3 The name, address, telephone number and e-

2. **INCORPORATION**

The following Exhibits are attached to this Contract and incorporated herein and made a part of this Contract by reference:

Exhibit A: Scope of Work

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between the language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract; provided, however, if the parties have executed a Business Associate Agreement, either as an Exhibit to this Contract or as a

separate agreement, any conflict between the Business Associate Agreement and this Agreement shall be resolved in favor of the Business Associate Agreement.

3. **METHOD AND CONDITION OF PAYMENTS**

3.1 Rates are determined as follows:

CATEGORY	AMOUNT
I. Personnel Services	\$178,855
120 - Salaries & Wages	\$127,204
180 - Fringe Benefits	\$51,651
III. Current Obligations & Services	\$20,400
390 - Other Services	\$20,400
TOTAL	\$199,255

3.2 Submit monthly detailed invoices via electronic format to the email address below:

Elizabeth.Swann@mecklenburgcountync.gov or
Mecklenburg County Criminal Justice Services
c/o Elizabeth Swann
715 East Fourth Street
Charlotte, NC 28202

3.3 Electronic invoices must be submitted in accordance with the privacy and security requirements set forth in SECTION 7 – SAFEGUARDING CUSTOMER AND COUNTY INFORMATION.

3.4 Payment will be made via electronic funds transfer.

3.5 Prepare and submit with the invoice by the 15th of each month a financial report documenting actual monthly expenses per the line item budget. The total amount paid under the terms of this Contract shall not exceed the actual expenditures incurred by the Vendor.

3.6 Line items in the budget, not to exceed the maximum amount payable under the terms of this contract, may be adjusted by mutual written consent between the Vendor and County. In such case, the Vendor shall provide an updated budget to be placed on file with all parties.

3.7 The first invoice will be due no later than August 15th for services rendered from July 1- 31, 2021 and will be paid providing the contract has been fully executed.

3.8 Upon receipt, the invoice will be validated and verified for accuracy and submitted to finance for payment. Incorrect invoices will be clarified with Vendor with corrections/changes made on a revised invoice.

3.9 The date of the revised invoice will be considered as the original date of the invoice.

3.10 County will authorize approved amounts to be paid to Vendor.

3.11 Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.

3.12 For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.

4. **AUDIT REQUIREMENTS**

4.1 Vendors with total revenue, from all sources, of less than one hundred thousand dollars (\$100,000) in annual funding are required to submit at a minimum an Annual Financial Compilation (AFC) prepared by a Certified Public Accountant. An AFC refers to financial statements that include the following:

4.1.1 A balance sheet, statement of financial position or statement of assets, liabilities and owner's equity.

4.1.2 A statement of income or statement of revenues and expenses.

4.1.3 A statement of cash flows.

4.2 Vendors with total revenue, from all sources, of more than one hundred thousand dollars (\$100,000) in annual funding are required to submit an annual Audited Financial Statement prepared by a Certified Public Accountant. The audited financial statement must include the following:

4.2.1 A balance sheet, statement of financial position or statement of assets, liabilities and owner's equity.

4.2.2 A statement of income or statement of revenues and expenses.

- 4.2.3 A statement of cash flows.
- 4.2.4 An independent auditor's opinion.
- 4.2.5 Notes to the financial statements and supplemental information.
- 4.3 The year-ended date for the financial statements must be no more than twelve (12) months prior to the beginning of the contract term.
- 4.4 Vendor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

5. **LEGAL RESPONSIBILITIES OF BOTH PARTIES**

Compliance with Federal and State Laws and Regulations and Authority to Contract

- 5.1 Have all the requisite power and authority to execute, deliver and perform its obligations under this Contract and to provide the service(s) stipulated in this Contract as described in the Vendor Responsibilities (Exhibit A), in accordance with applicable standards for the service(s);
- 5.2 Furnish financial and program data as required to document that applicable standards have been met;
- 5.3 Certification Regarding Nondiscrimination
 - 5.3.1 To comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Contract.
 - 5.3.2 Vendor agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Contract which are asserted in any claims filed with the Equal Employment Opportunity Commission, the US or NC Departments of Labor or any other federal or state compliance agency.
- 5.4 Comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Vendor further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to: worker's compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA) of 1990; the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Services.
- 5.5 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 5.6 Comply with Section 6032 of the Deficit Reduction Act of 2005 (42 USC 1396(a)(68)) as a condition of enrollment in the North Carolina Medicaid Program by ensuring that the Vendor and any agent of the Vendor are aware of the Federal False Claims Act, 31 USC 3729 et seq., administrative remedies for false claims and Statements established under 31 USC 3801 et seq., and any North Carolina State laws pertaining to civil or criminal penalties for false claims and Statements and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse, if applicable.
- 5.7 Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of Vendor or any of its officers, employees, agents or representatives.

- 5.8 Certify that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Vendor in order for Vendor to enter into and perform obligations under this Contract.
- 5.9 Not violate any contract with any third party by entering into or performing this Contract.
- 5.10 Assure that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Vendor otherwise expends for Contract Services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Vendor's total expenditure of other public funds for such services.
- 5.11 Make disbursements in accordance with the following requirements:
- 5.11.1 Implement adequate internal controls over disbursements;
- 5.11.2 Pre-audit all invoices/vouchers presented for payment to determine:
- Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- 5.11.3 Assure adequate control of signature stamps/plates;
- 5.11.4 Assure adequate control of negotiable instruments; and
- 5.11.5 Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 5.12 Certify that it has identified to the County all jobs related to the Contract that have been outsourced to other countries, if any. The Vendor further agrees that it will not outsource any such jobs during the term of this Contract without obtaining prior written approval from the County.
- 5.13 Agree to make itself aware of and comply with, and cause its subcontractors to comply with all Federal, State, and local laws, regulations and ordinances, to the extent any apply, relating to the performance of this Contract and to the products and Services delivered hereunder, including without limitation, **E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes)**, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). The Vendor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Vendor will to the fullest extent permitted by law indemnify, defend and hold harmless the County from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.
- 5.14 Represent and warrant that neither it nor any of its employees or subcontractors relevant to this Contract are excluded from any State or Federal health care programs. In the event the Vendor is excluded from a State or Federal health care program, Vendor shall promptly notify the Department and this Contract shall immediately terminate. In the event an employee or subcontractor of the Vendor is excluded from a State or Federal health care program, Vendor shall immediately notify the Department and immediately cease using that individual or subcontractor for this Contract.
- 5.15 Make available all services under this Contract to all persons without discrimination on the grounds of race, color, creed, national origin, religion, age, sex, disability or any other status protected by law.
- 5.16 Agrees to notify the County within five (5) days upon the receipt of notification from the North Carolina Secretary of State that the business charter, articles of incorporation, articles of organization, or certificate of authority of the corporation or limited liability company is under suspension pursuant to N.C.G.S. §105-230 for failing to file any report or return or to pay any tax or fee required by the North Carolina Department of Revenue or to sign an agreement for repayment within ninety (90) days after it is due.
- 5.17 Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
- 5.18 Iran Divestment Act Prohibition - Iran Divestment Act Prohibition – Vendor represents that as of the date of this Contract or purchase order, Vendor is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Vendor further agrees to notify the County Procurement Department if at any time during the term of this

agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/lan.

- 5.19 Comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **DIGITAL ACCESSIBILITY COMPLIANCE**

Mecklenburg County has a Digital Accessibility Policy related to all public-facing digital communications initiatives. The policy supports Mecklenburg County's goal of providing equal access to all members of the public, and complying with all applicable digital accessibility laws. Mecklenburg County has obligations under laws including (but not limited to): The Americans with Disabilities Act of 1990 (or "ADA", 28 CFR Parts 35 and 36), Section 508 of the Rehabilitation Act of 1973 (or "Section 508", 36 CFR 1194).

This policy should be used when procuring third-party products, components or services related to the "public-facing digital communications" that are considered to be in scope for accessibility compliance and defined as:

- **Mobile Websites and Applications:** Mobile optimized websites and native applications (e.g. iOS®, Android®) that can be used by the public to interact with any services offered by Mecklenburg County.
- **Websites & Social Media:** Websites and digital content (HTML or non-HTML) that can be accessed by the public via internet browser or social media platform (e.g. Facebook, etc.).
- **Other Public Facing Websites:** Other Mecklenburg County public-facing sites such as: E-Parks, EastwayRec.com, and other department websites.
- **Any other digital communications** effort towards public recipients.

To ensure compliance with this policy, a **Voluntary Product Accessibility Template (VPAT)** must be submitted to Public Information's Web Services Manager prior to any product public implementations.

7. **SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**

- 7.1 Both parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files or communications in addition to the terms of this Contract.
- 7.2 Both parties agree to secure privacy, confidentiality and integrity of customer, employee, and administrative data on automated systems and to install antivirus protection and a firewall as well as any other industry standard security measures.
- 7.3 Electronic exchange of confidential information, including any email which will include invoices, customer billing information, employee or administrative data, or any information regarding the delivery of services to customers/clients/patients, must be sent and received via encrypted methods. Vendor is responsible for determining how to send encrypted emails to the County.
- 7.4 Vendor agrees to keep confidential any information about a customer or the County pursuant to the Confidentiality and Non-Disclosure Agreement which is incorporated herein as part of this Contract as follows:

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Vendor has obtained or may need to obtain confidential information from the County or its licensors, contractors or suppliers in connection with the provision of Services to the County or the discussions of such a proposed relationship.

The County and Vendor desire to stipulate and agree that any disclosure of confidential information in connection with the provision of Services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the Services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known is obtained from the County or Vendor or any of its suppliers, contractors or licensors which falls within any of the following general categories:

(1) Trade Secrets. For purposes of this Contract, trade secrets consist of information of the County or Vendor or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

(2) Highly Restricted Information. The parties acknowledge that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the parties will also comply with any more restrictive instructions or written policies that may be provided by County or Vendor from time to time to protect the confidentiality of Highly Restricted Information, as defined below:

- i. Information of the parties or their suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- ii. Information relating to criminal investigations conducted by the parties, and records of criminal intelligence information compiled by the parties.
- iii. Information contained in the parties' personnel files, as defined by N.C. Gen. Stat. 153A-198 or 160A-168. This consists of all information gathered by the parties about employees, except for that information which is a matter of public record under North Carolina law.
- iv. Citizen or employee social security numbers collected by the parties.
- v. Computer security information of the parties, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- vi. Local tax records of the parties that contain information about a taxpayer's income or receipts.
- vii. Any attorney/client privileged information disclosed by either party.
- viii. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- ix. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- x. Protected health information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), and any other health information that is designated as confidential under Federal or State law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

2. RESTRICTIONS. The parties shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- i. The parties shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the other party in writing.

- ii. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or Vendor of the County or Vendor having a need to know such Confidential Information for purpose of performing work contemplated by this Contract between the County and Vendor, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. The parties shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
 - iii. The parties shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written Contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - iv. The parties shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - v. The parties shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - vi. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, The parties shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - vii. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the other party or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - viii. The parties shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - ix. The parties shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.
3. EXCEPTIONS. The parties agree that they shall have no obligation with respect to any Confidential Information that the other party can establish:
- i. was already known to the other party prior to being disclosed;
 - ii. was or becomes publicly known through no wrongful act of the other party;
 - iii. was rightfully obtained by the other party from a third party without similar restriction and without breach hereof;
 - iv. was used or disclosed by a party with the prior written authorization of the other party;
 - v. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the party shall first give to the other party notice of such requirement or request;
 - vi. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the party shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
4. REMEDIES. The parties acknowledge that the unauthorized disclosure of the Confidential Information will diminish the value of the other party's proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

7.5 Data Security

The Vendor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

The Vendor shall report a suspected or confirmed security breach to the Procurement Analyst listed in Section 1.3.4 and the Department Project Manager listed in Section 1.3.3 within twenty-four (24) hours after the breach is first discovered, provided that the Vendor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the Vendor to give written notice of a security breach to affected persons, the Vendor shall bear the cost of the notice.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) alleging violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the County pursuant to this Contract ("infringement claims"); (ii) seeking payment for labor or materials purchased or supplied by the Vendor or its subcontractors in connection with this Contract; or (iii) arising from the Vendor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Vendor or any of its agents, employees or subcontractors relating to the performance of this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any Federal, State or local law, regulation or ordinance by the Vendor or any of its subcontractors, including without limitation E-Verify or other immigration laws; or (v) arising from any claim that the Vendor or an employee or subcontractor of the Vendor is an employee of the County, including but not limited to claims relating to workers' compensation, failure to withhold taxes, and the like. For purposes of this section: (a) the term "Indemnitees" means the County and each of the County's officers, officials, employees, agents and independent contractors, excluding the Vendor; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.

9. TREATMENT OF ASSETS

Treatment of assets acquired under this Contract shall be subject to the following:

9.1 Ownership of property purchased by Vendor under the terms of this Contract shall be governed by N.C. Gen. Stat. 160-265, *et. seq.*

9.2 Vendor shall provide an annual accounting to County of available property and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.

9.3 Property purchased under the terms of this Contract shall be used only for the performance of this Contract. A fixed assets inventory must be kept current by the Vendor.

10. RECORDS AND REPORTS

Vendor agrees to maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents and other evidence which reflect program operations.

10.1 Furnish information to County, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Vendor agrees to submit requested changes to the contract, or approved supporting information, for prior review, as needed or required.

10.2 Maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits continued beyond this period are completed or longer if required by funding source. A fixed assets inventory must be kept current by the Vendor.

- 10.3 Maintain an accounting system, including ledgers and journals, which clearly identify income, expenditures, assets and liabilities for this contracted service. Federal, State and County auditors and any other persons authorized by Department shall have the right to examine any of these materials. In the event Vendor dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the County.

11. **SUBCONTRACTING**

Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the County. Any approved subcontract shall be subject to all conditions of this Contract. Vendor shall be responsible for the performance of any subcontractor.

12. **MONITORING AND EVALUATION**

12.1 Vendor agrees to participate in program, fiscal and administrative audits, making records and staff time available to Federal, State, and County staff.

12.2 Vendor agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this Contract.

12.3 During the term of this Contract and for a period of five (5) years after termination or expiration of this Contract for any reason, in addition to the County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Vendor in connection with this Contract, to ensure Vendor's compliance with all the terms and conditions of this Contract.

13. **AMENDMENT**

This Contract may be amended at any time with mutual consent of the parties hereto, but any amendment shall be in writing and signed by the parties hereto.

14. **SEVERABILITY**

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, the remaining provision or requirement shall continue to be enforced to the extent they are not in violation of law or not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15. **WAIVER**

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

16. **NOTICES**

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the Procurement Analyst the address set forth in Section 1.3.4.

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

17. **SALES/USE TAX REFUNDS AND TAXES**

Vendor shall pay all applicable federal, state and local taxes chargeable against the performance of the services.

N.C. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by

media-assisted, media-facilitated, or media-solicited means. The Vendor certifies that it and all of its affiliates (if any) collect all required taxes.

If eligible, the Vendor and all subcontractors shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

18. REDUCTION OR NON-APPROPRIATION OF FUNDS

The parties to this Contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the County. In the event that Federal, State, Local or Grant funding is no longer available or has been reduced, the County shall notify the Vendor and shall not be obligated to continue this Contract or any part thereof.

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Contract for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will notify Vendor of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.

Any unexpended grant funds shall revert to the County Department upon termination of this Contract.

19. CHANGE IN CONTROL

In the event of a change in "Control" of Vendor (as defined below), the County shall have the option of terminating this Contract by written notice to Vendor as specified under the terms of Section 20. Vendor shall notify the County within ten (10) days after it becomes aware that a change in Control is imminent or has occurred. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either: (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Vendor; or (ii) the power to direct or cause the direction of the management and policies of Vendor whether through the ownership of voting securities, by Contract or otherwise; or (iii) the position of Executive Director, Board Chairman or more than 25% of the Board of Directors.

The Vendor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

20. TERMINATION

20.1 Termination Without Cause

The County or Vendor may terminate this Contract at any time without cause by giving thirty (30) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contract Administrator/Analyst for each party as set forth in Section 1.3. In the event the County terminates this Contract, the Vendor shall continue performing the service or work on the deliverable item until the termination date designated by the County in its termination notice. The County shall pay the Vendor for satisfactory work completed through the date of termination under the terms of this Contract.

20.2 Termination With Cause

20.2.1 If, through any cause, the Vendor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the County, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Contract, and the County may withhold any payment due the Vendor for the

purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to it, County may procure the contract services from other sources and hold the Vendor responsible for payment of any excess cost occasioned thereby.

20.2.2 The filing of a petition for bankruptcy by the Vendor shall be an act of default under this Contract, and the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof.

20.2.3 The County shall have shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof if the Vendor takes or fails to take any action which constitutes grounds for termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract. County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

20.3 Obligations Upon Expiration or Termination

Upon expiration or termination of this Contract, Vendor shall promptly return to the County all computer programs (with the exception of software that Vendor provided as part of the equipment requirements), files, files in storage, documentation, data, media, related material and any other material and equipment and/or any other property acquired as referenced in Section 9 that is owned by the County. The return of files relative to the delivery of services in storage will be at no cost to the County. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section 7.

20.4 Authority to Terminate

The County Manager or the County Manager's designee, including but not limited to the Director and the Assistant County Manager for the Consolidated Human Services Agency, is authorized to terminate this Contract on behalf of the County. The City Manager, the City Manager's designee, including but not limited to an Assistant City Manager, or the Chief of Police is authorized to terminate this Contract on behalf of the City.

20.5 Cancellation of orders and subcontracts

In the event this Contract is terminated by the County for any reason prior to the end of the term, Vendor shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Vendor shall submit a Statement to the County showing in detail the services performed under this Contract to the date of termination.

20.6 No Effect on Taxes, Fees, Charges, or Reports

Any termination of this Contract shall not relieve Vendor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Vendor from any claim for damages previously accrued or then accruing against Vendor.

21. **INSURANCE REQUIREMENT** – Not required.

22. **GOVERNING LAW AND JURISDICTION**

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the terms and provisions, as well as the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).

Each party consents to the exclusive jurisdiction of the State and Federal courts located in Charlotte, Mecklenburg County, North Carolina in any proceeding arising out of or relating to this Contract, and waives any defense related to venue or inconvenient forum.

23. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God constituting a Force Majeure Event.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, Vendor shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) Vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, Vendor shall immediately notify the County through its designated Program Manager by telephone or email as identified in Section 1.3.4 (to be confirmed by written notice within two (2) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Vendor from performing its obligations for more than five (5) business days, the County shall have the right to terminate this Contract by written notice to Vendor.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse Vendor from the performance of its obligations under this Contract.

24. CERTIFICATION REGARDING LOBBYING

- 24.1** No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal Contract, continuation, renewal, amendment or modification of any Federal Contract, grant, loan or cooperative Contract.
- 24.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative Contract, Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 24.3** Vendor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and Contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.
- 24.4** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG-FREE WORKPLACE

- 25.1** The County is a drug-free workplace employer. For any employee assigned by the Vendor to provide services under this contract, on behalf of the County, the following shall be required:
 - 25.1.1** Notifying assigned employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and the actions that will be taken against employees for violations of such prohibition;
 - 25.1.2** Notifying each assigned employee that as a condition of the assignment, the employee will be expected to (i) abide by the terms of this provision and (ii) notify the Vendor of any criminal drug statute conviction not later than five (5) days after such conviction;
 - 25.1.3** Notify the County within ten days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
 - 25.1.4** As a condition of continued assignment with the County provide to the County any measures implemented by the Vendor to address the issues of rehabilitation, counseling or participation in a drug treatment program; and

25.1.5 Requiring any party to which it subcontracts any portion of the Services under the Contract to comply with these provisions.

25.2 Failure to comply with the above drug-free requirements for assigned employees during the performance of this Contract shall be grounds for suspension, termination or debarment

26. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER**

26.1 By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

26.2 The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

26.3 The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

26.4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

26.5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

26.6 The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

26.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

26.8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

26.9 Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

27. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Contract, Vendor certifies that it will comply with the requirements of the Act. Vendor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify accordingly

28. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT – HIPPA**

Vendor agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the [Health Insurance Portability and Accountability Act of 1996, P.L. 104-91](#), as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such contracts and practices as the County may require to ensure compliance.

29. **BUSINESS ASSOCIATE AGREEMENT** – Not Applicable

30. **CONCLUSION**

- 30.1 It is understood and agreed that the provisions of services to the Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines and plans cited in this Contract, and that this Contract is subject to re-negotiation or revision to meet any new or revised rules, regulations or policies that may be issued by the Federal, State or County government, or any agency thereof. In the event of any new or revised rules, regulations or policies that prohibit the continuation of this Contract, or are otherwise in conflict with any provision of this Contract or any activity hereunder, the parties shall use their best efforts during a thirty (30) day period to mutually agree to amend the Contract so as to permit its valid and legal continuation. If after such thirty (30) day period, the parties are unable to amend this Contract, the Contract shall automatically terminate.
- 30.2 The parties agree that this Contract, with any Attachments incorporated herein, is the entire Contract between the parties with respect to its subject matter and there are no other representations, understandings, or contracts between the parties relative to such subject matter.
- 30.3 It is expressly understood and agreed that the Services provided to eligible customers/clients/patients pursuant to this Contract shall consist exclusively of those services specified in the program description incorporated into this Contract.
- 30.4 To the extent applicable, nothing in this Contract shall be construed as payment by either party to the other for patient referrals. Notwithstanding the anticipated effect of any of the provisions herein, neither party shall intentionally conduct itself under the terms of this Contract in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 USC 1395nn(b), 1396h(b), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 USC 1320a-7 et seq.)) or any other applicable state or federal laws

In WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this contract.

Vendor	Charlotte Mecklenburg Police Department
Name	
Title	
Signature	
Date	

**MECKLENBURG COUNTY AUTHORIZED OFFICER SIGNATURES TO FOLLOW ON
SEPARATE PAGE**

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Exhibit A – Scope of Work

A-1. FOCUS AREA

Youthful Offender Diversion Program

The North Carolina Department of Public Safety-Division (NCDPS) of Juvenile Justice has awarded Mecklenburg County funding for the implementation of this project. The Juvenile Crime Prevention Council (JCPC) mission is to address gaps in youth services by promoting prevention, intervention, treatment, and aftercare strategies and programs that strengthen families and support community safety. JCPC monitors and evaluate the performance of programs for juveniles and the services they provide, work to increase public awareness of the causes of delinquency and of strategies to reduce the problem, develop strategies to intervene and appropriately respond to and treat the needs of juveniles at risk of delinquency and provide funds for services for treatment, counseling, or rehabilitation for juveniles and their families.

A-2. PROGRAM RESPONSIBILITIES OF BOTH PARTIES

A. COUNTY RESPONSIBILITIES

1. Provide a Project Manager who will manage the programmatic area of the contract.
 - i. The Project Manager will:
 1. Be the point of contact for the Vendor.
 2. Maintain communication with Vendor and Procurement Analyst
 3. Keep Vendor and Procurement Analyst informed of any policy changes.
 4. Monitor the Contract. Monitoring includes, but not limited to: review of monthly progress reports forwarded by provider or project manager, review of quarterly expenditures, random sampling of invoices and payments, may randomly conduct announced and unannounced site visits, annual monitoring to include review of customer records, eligibility, attendance/participation, expenditures and review of contract procedures.
 5. Attend scheduled meetings with Procurement Analyst and Vendor to discuss Contract programmatic and/or administrative matters.

B. VENDOR RESPONSIBILITIES

1. The target population consists of boys and girls 6-17 years of age, who are engaging in delinquent or undisciplined behavior, involved with the Juvenile Justice system or at-risk for involvement, and their parent/guardian. Participants who are 18 years of age can participate in programming if the incident occurred when they were 17 years of age.
2. Referrals will be received from NCDPS, the CMPD, School Resource Officers assigned to CMS elementary, middle, and high schools, Huntersville PD, Matthews PD, Mint Hill PD, and Pineville PD.
3. The Diversion program provides an alternative to arrest for first time minor offenses such as simple assault, larceny, trespassing, public affray, communicating threats, disorderly conduct, damage to property, undisciplined, truant, and runaways.
4. Youth accepted in the program will participate in 8-hours of program workshops that will focus on topics such as interpersonal skill building, substance awareness, conflict, theft, and academics.
5. The program expects to serve up to 400 juveniles and 340 parents/guardians.
6. Intake/Admission Process:
 - i. Referrals are received and reviewed for assignment.
 - ii. Vendor will follow up with the referred youth and their parent/guardian to schedule an intake meeting within five days of receiving the referral.
 - iii. During the intake, an assessment is conducted and used to assign youth to specific workshops.
7. Termination: CMPD will make decisions of termination.
 - i. Successful termination – clients who participate in all workshops associated with their assigned program and completes all contacts with their SRO. (95%+)
 - ii. Satisfactory termination – clients who participate in all workshops associated with their assigned program but fail to complete all contacts with their SRO. (80 - 95%)
 - iii. Unsuccessful completion – clients who participate in less than two of the workshops associated with their assigned program and fail to complete all contacts with their SRO, or a client who moves away and is unable to complete the program. (79% and below)
 - iv. Non-compliant – clients who refuse to participate in the programs, commit an offense, or is classified as a runaway and unavailable for participation.
8. Vendor will communicate directly with the referral source and keep them involved with every aspect of the youth initiated the mentoring process.
9. Ensure that funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of funds received. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all funds provided and properly document services rendered and outcomes. Also maintain an ability to send and receive electronic communication
10. Make a good faith effort to include environmental considerations supporting waste reduction, recycling purchase recycled and other environmentally preferable products whenever practical.
11. Employees and/or volunteers of Vendor performing services under this contract must undergo a criminal background check and may be required to submit to drug screening at time of employment and/or random drug screening.

12. Comply with the Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Vendor, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes, etc.) in County, City and Town Buildings; County, City and Town Grounds; County, City and Town Vehicles; the County Park System; and Buildings located within the County Park System.

C. PERFORMANCE STANDARDS

Performance standards are a set of expectations that County has for Vendors. The purpose of performance standards is to state what results are expected for performance to be considered satisfactory. These are expectations that County has for Vendors in addition to the description of services agreed to by the Vendor in each Contract. The additional expectations include tracking outcomes, monitoring progress and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the County's Customer Service Standards which include: Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

- Vendor will employ sufficient and qualified persons to ensure all services are provided at all times and in all respects in accordance with the background and context, specification and terms and conditions of the contract.
- Time is of the essence of this Contract and each of its terms.
- Vendor will assure that its employees and subcontractors interact with County employees and with the public in a courteous, helpful, and impartial manner. All employees and subcontractors of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the County.
- Vendor shall communicate clearly to the County on any matters relating to this Contract.
- Vendor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest.

County is committed to providing technical assistance to Vendors for the achievement of continuous quality improvement. By agreeing to the terms and conditions of the Contract, Vendors are required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of County to give Vendors sufficient opportunity to improve performance as it relates to the following Performance Standards and avoid the need to impose the consequences in each Contract.

1. Provide by the 5th of each quarter data supporting the measurable objectives outlined below to CJS Project Manager.
 - 80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.
 - 80% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.
 - 80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.
 - 80% Clients will have no new complaints with an offense date after the admission date.
 - 70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.
 - 80% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.
 - 80% Clients will have no new adjudications for a complaint with an offense date after the admission date.
2. The final quarterly report shall contain information for the quarter and the entire year.
3. In addition to the above, CJS may require narrative status reports concerning program activities and any other report relative to program activities.
4. Program success is measured by the number of juveniles referred to the program and the subsequent reduction in first time lower level Juvenile Arrest. Success is also measured by the number of juveniles accepted into the program, the number of juveniles successfully or satisfactorily completing the program, positive interpersonal skill building program outcomes, and low rates of recidivism.

D. Issue Tracking and Escalation:

Noncompliance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, terms and conditions of this contract. In the event of noncompliance issues, resolution shall be sought in accordance with the following escalation mechanisms to ensure that the appropriate level of management can resolve the issue:

1. Project Manager should attempt to resolve the problem by working with the Vendor's onsite supervisor/lowest possible management level.
2. Project Manager should attempt to resolve the problem by working with the Vendor's next level manager
3. Vendor submits a corrective action that includes the set of actions to correct an issue with the specified timeframe for performance improvement.
4. If the issues still persist, the contract shall be terminated based on the termination language above.

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

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

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

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 18, 2021 at 9am the surplus property described on (Exhibit A), located at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

Adopted on this 23rd day of August, 2021

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 027-035.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
523	2002	Gilling	Suburban	40ft 1 Door Bus	429,064	MILEAGE	
643	2007	Gilling	Circular	30ft 1 Door Bus	688,051	MILEAGE	
951	2004	Gilling	Local	40ft 2 Door Bus	891,430	MILEAGE	
955	2004	Gilling	Local	40ft 2 Door Bus	896,350	MILEAGE	
957	2004	Gilling	Local	40ft 2 Door Bus	883,497	MILEAGE	
958	2004	Gilling	Local	40ft 2 Door Bus	882,951	MILEAGE	
961	2007	Gilling	Local	40ft 2 Door Bus	645,729	MILEAGE	
AP1	1986	PRODUCTS	680FDR8062GG-M510W	GENERATOR	unknown		from airport
BMA001	2010	TOYOTA	PRIUS HYBRID	SMALL SEDAN HYBRID	129,500	MILEAGE	
CTA110	2006	FORD	EXPLORER	MID SIZE SUV	272,527	MILEAGE	**
DTB320	2014	DODGE	CARAVAN	PARATRANSIT MINIVAN	83,620	MILEAGE	**
EDA158	2008	CHEVROLET	SUBURBAN	FULL SIZE SUV	87,314	MILEAGE	**
F73344	2001	SPARTAN	RESERVE LADDER 82	FIRE LADDER TRUCK	155,928	MILEAGE	**
F73567	2002	SPARTAN	RESERVE LADDER 83	FIRE LADDER TRUCK	223,931	MILEAGE	**
F74513	2003	SPARTAN	RESERVE ENGINE 84	FIRE PUMPER TRUCK	177,308	MILEAGE	**
F74735	1989	INTERNATIONAL	OLD HM5	FIRE HAZ MAT TRUCK	26,920	MILEAGE	
F74825	2004	SPARTAN	RESERVE ENGINE 86	FIRE PUMPER TRUCK	179,987	MILEAGE	**
FDA192	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	113,829	MILEAGE	
FDA215	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	95,237	MILEAGE	
FLT1	1983	CAT	3208	150 KW GENERATOR	unknown		from airport
FMA047R	2013	FORD	C-MAX	SMALL SEDAN ELECTRIC PLUG-IN	106,140	MILEAGE	
LMU470	2006	FORD	F-150	PICKUP TRUCK	105,291	MILEAGE	**
NDU100	2010	FORD	F-150	PICKUP TRUCK	127,396	MILEAGE	**
PDA024	2017	FORD	EXPLORER INTR	MID SIZE SUV	143,347	MILEAGE	**
PDA029	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	135,399	MILEAGE	**
PDA031	2019	FORD	EXPLORER INTR	MID SIZE SUV	33,770	MILEAGE	** wrecked
PDA041	2015	FORD	EXPLORER INTR	MID SIZE SUV	101,976	MILEAGE	**
PDA065	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	95,594	MILEAGE	**
PDA1022	2019	FORD	EXPLORER INTR	FULL SIZE SUV	22,156	MILEAGE	** wrecked
PDA1023	2019	FORD	EXPLORER INTR	FULL SIZE SUV	14,693	MILEAGE	** wrecked
PDA1097	2020	FORD	EXPLORER INTR	MID SIZE SUV	3,645	MILEAGE	** wrecked
PDA1155	2020	FORD	EXPLORER INTR	MID SIZE SUV	5,191	MILEAGE	** wrecked
PDA118	2017	FORD	EXPLORER INTR	MID SIZE SUV	127,732	MILEAGE	**
PDA259	2012	CHEVROLET	TAHOE	FULL SIZE SUV	145,429	MILEAGE	**
PDA286	2014	FORD	EXPLORER INTR	MID SIZE SUV	107,405	MILEAGE	

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
PDA310	2017	FORD	EXPLORER INTR	MID SIZE SUV	141,828	MILEAGE	**
PDA311	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	102,603	MILEAGE	**
PDA314	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	121,445	MILEAGE	**
PDA317	2015	FORD	EXPLORER INTR	MID SIZE SUV	183,380	MILEAGE	**
PDA328	2017	FORD	EXPLORER INTR	MID SIZE SUV	134,217	MILEAGE	**
PDA336	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	49,651	MILEAGE	**
PDA338	2017	FORD	EXPLORER INTR	MID SIZE SUV	106,052	MILEAGE	**
PDA341	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	77,272	MILEAGE	wrecked
PDA383N	1998	TOYOTA	4RUNNER	MID SIZE SUV	262,154	MILEAGE	**
PDA391	2016	CHEVROLET	CAPRICE	FULL SIZE SEDAN	79,728	MILEAGE	** wrecked
PDA416	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	117,936	MILEAGE	**
PDA417	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	96,636	MILEAGE	**
PDA430	2017	FORD	EXPLORER INTR	MID SIZE SUV	65,600	MILEAGE	** wrecked
PDA450	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	100,348	MILEAGE	**
PDA457	2017	FORD	EXPLORER INTR	MID SIZE SUV	102,058	MILEAGE	**
PDA459	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	133,286	MILEAGE	**
PDA463	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	9,768	MILEAGE	**
PDA470	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	123,732	MILEAGE	**
PDA517	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	117,043	MILEAGE	**
PDA5377	2011	DODGE	CHARGER	FULL SIZE SEDAN	153,100	MILEAGE	**
PDA539	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	101,374	MILEAGE	**
PDA5436	2013	CHEVROLET	IMPALA	MID SIZE SEDAN	114,798	MILEAGE	**
PDA5486	2014	FORD	EXPLORER INTR	MID SIZE SUV	124,127	MILEAGE	**
PDA5487	2014	FORD	EXPLORER INTR	MID SIZE SUV	131,047	MILEAGE	**
PDA5492	2014	FORD	EXPLORER INTR	MID SIZE SUV	133,171	MILEAGE	**
PDA5517	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	99,275	MILEAGE	**
PDA5534	2015	FORD	EXPLORER INTR	MID SIZE SUV	109,190	MILEAGE	**
PDA555	2015	FORD	EXPLORER INTR	MID SIZE SUV	129,931	MILEAGE	**
PDA5561	2015	CHEVROLET	IMPALA	MID SIZE SEDAN	93,948	MILEAGE	**
PDA5578	2015	CHEVROLET	IMPALA	MID SIZE SEDAN	70,462	MILEAGE	wrecked
PDA562	2015	FORD	EXPLORER INTR	MID SIZE SUV	122,680	MILEAGE	**
PDA5660	2017	FORD	EXPLORER INTR	MID SIZE SUV	21,030	MILEAGE	** wrecked
PDA5862	2019	CHEVROLET	EQUINOX	MID SIZE SUV	46,353	MILEAGE	** wrecked
PDA589	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	50,432	MILEAGE	wrecked
PDA5917	2020	CHEVROLET	EQUINOX	MID SIZE SUV	13,605	MILEAGE	** wrecked
PDA599	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	109,205	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
PDA605	2016	FORD	EXPLORER INTR	MID SIZE SUV	128,850	MILEAGE	**
PDA618	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN	43,302	MILEAGE	** wrecked
PDA618	2017	CHEVROLET	CAPRICE	FULL SIZE SEDAN	43,302	MILEAGE	** wrecked
PDA656	2016	FORD	EXPLORER INTR	MID SIZE SUV	86,866	MILEAGE	** wrecked
PDA662	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	135,600	MILEAGE	**
PDA670	2014	FORD	EXPLORER INTR	MID SIZE SUV	115,679	MILEAGE	**
PDA687	2019	FORD	EXPLORER INTR	MID SIZE SUV	25,448	MILEAGE	** wrecked
PDA687	2019	FORD	EXPLORER INTR	MID SIZE SUV	25,448	MILEAGE	** wrecked
PDA740	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	71,142	MILEAGE	**
PDA746	2016	FORD	EXPLORER INTR	MID SIZE SUV	156,601	MILEAGE	**
PDA749	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	127,175	MILEAGE	**
PDA774	2017	FORD	EXPLORER INTR	MID SIZE SUV	45,166	MILEAGE	wrecked
PDA789	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	111,142	MILEAGE	**
PDA793	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	95,800	MILEAGE	**
PDA798N	1998	FORD	CROWN VICTORIA	FULL SIZE SEDAN	67,524	MILEAGE	**
PDA805	2012	CHEVROLET	CAPRICE	FULL SIZE SEDAN	100,838	MILEAGE	**
PDA811	2017	FORD	EXPLORER INTR	MID SIZE SUV	41,706	MILEAGE	** wrecked
PDA840	2016	FORD	EXPLORER INTR	MID SIZE SUV	136,791	MILEAGE	
PDA872	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	127,054	MILEAGE	**
PDA907	2012	DODGE	CHARGER	FULL SIZE SEDAN	118,167	MILEAGE	wrecked
PDA942	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	117,614	MILEAGE	**
PDA944	2017	FORD	EXPLORER INTR	MID SIZE SUV	117,830	MILEAGE	**
PDA955	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	82,700	MILEAGE	**
PDA977	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	138,517	MILEAGE	**
PDA980	2017	FORD	EXPLORER INTR	MID SIZE SUV	124,787	MILEAGE	**
PDA983	2017	FORD	EXPLORER INTR	MID SIZE SUV	75,468	MILEAGE	** wrecked
PDA996	2017	FORD	EXPLORER INTR	MID SIZE SUV	88,840	MILEAGE	** wrecked
PDM049	2011	SUZUKI	DRZ400	MOTORCYCLE	34,080	MILEAGE	**
SMD524	2006	INTERNATIONAL	4400	DUMP TRUCK	104,036	MILEAGE	**
SMD526	2006	INTERNATIONAL	4400	DUMP TRUCK	107,354	MILEAGE	**
SMD531	2006	INTERNATIONAL	4400	DUMP TRUCK	130,216	MILEAGE	
SMD534	2006	FORD	F-650 C/C	DUMP TRUCK	112,944	MILEAGE	**
SMD535	2006	FORD	F-650 C/C	DUMP TRUCK	130,267	MILEAGE	**
SMD536	2006	FORD	F-650 C/C	DUMP TRUCK	186,108	MILEAGE	**
SMD537	2006	FORD	F-650 C/C	DUMP TRUCK	181,714	MILEAGE	**
SMD538	2006	FORD	F-650 C/C	DUMP TRUCK	118,816	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
SMD539	2008	INTERNATIONAL	4400	DUMP TRUCK	74,651	MILEAGE	
SMD541	2008	FORD	F-650 C/C	DUMP TRUCK	95,680	MILEAGE	**
SMD542	2008	FORD	F-650 C/C	DUMP TRUCK	93,703	MILEAGE	**
SMD544	2008	FORD	F-650 C/C	DUMP TRUCK	95,150	MILEAGE	**
SMD546	2008	FORD	F-650 C/C	DUMP TRUCK	107,878	MILEAGE	**
SMD704	2011	INTERNATIONAL	4400	DUMP TRUCK	90,809	MILEAGE	
SMD800	2010	FREIGHTLINER	M2106	DUMP TRUCK	88,635	MILEAGE	**
SMD801	2010	FREIGHTLINER	M2106	DUMP TRUCK	90,904	MILEAGE	**
SMD802	2010	FREIGHTLINER	M2106	DUMP TRUCK	81,450	MILEAGE	**
SMD803	2010	FREIGHTLINER	M2106	DUMP TRUCK	70,459	MILEAGE	**
SMD804	2011	FREIGHTLINER	M2106	DUMP TRUCK	68,023	MILEAGE	**
SME618	2005	GRADALL	XL4100	TRUCK MOUNTED EXCAVATOR	6,323	hour	**
SMJ224	2006	FORD	F-750 C/C	DUMP TRUCK	80,603	MILEAGE	**
SMJ301	2009	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	14,507	MILEAGE	**
SMJ304	2009	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	138,486	MILEAGE	**
SMJ400	2011	FORD	F-450 C/C	UTILITY TRUCK	119,080	MILEAGE	**
SMJ800	2010	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	82,442	MILEAGE	**
SML704	2005	JCB	426ZX	WHEELED ARTICULATED LOADER	2,881	hour	**
SMR801	2000	INGERSOL RAND	DD70	RIDING ROLLER	1,001	hour	**
SMU100	2010	FORD	F-150 C/C	PICKUP TRUCK	95,917	MILEAGE	**
SMU117	2009	FORD	F-450 C/C	UTILITY TRUCK	112,229	MILEAGE	**
SMU118	2009	FORD	F-450 C/C	UTILITY TRUCK	133,233	MILEAGE	**
SMU188	2001	FORD	F-350 C/C	UTILITY TRUCK	207,543	MILEAGE	**
SMU190	2005	FORD	F-350 C/C	UTILITY TRUCK	198,006	MILEAGE	**
SMU191	2005	FORD	F-350 C/C	UTILITY TRUCK	171,800	MILEAGE	**
SMU194	2005	FORD	F-450 C/C	UTILITY TRUCK	146,549	MILEAGE	**
SMU196	2005	FORD	F-350 C/C	UTILITY TRUCK	155,053	MILEAGE	**
SMU197	2005	FORD	F-350 C/C	UTILITY TRUCK	181,598	MILEAGE	**
SMU299	2006	FORD	F-450 C/C	UTILITY TRUCK	196,289	MILEAGE	**
SMU306	2008	FORD	F-150 EXT	PICKUP TRUCK	81,832	MILEAGE	**
SMU309	2009	FORD	F-150 EXT	PICKUP TRUCK	128,884	MILEAGE	**
SMU310	2009	FORD	F-150 EXT	PICKUP TRUCK	122,393	MILEAGE	**
SMU311	2010	FORD	F-150 C/C	PICKUP TRUCK	92,987	MILEAGE	**
SMY861	2000	HUDSON	HS 14	FLAT BED TRAILER	0	0	**
SMZ106	2001	LEEBOY	L150	TRAILER MOUNTED TAR KETTLE	0	hour	**
SMZ972	1996	WACKER	DS72Y	TAMPER	0	MILEAGE	**

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
SNP132	2008	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	109,800	MILEAGE	**
SNP704	2009	MACK	LEU613	AUTOMATED REFUSE TRUCK	60,596	MILEAGE	**
SNP825	2010	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	149,626	MILEAGE	**
SNP832	2011	MACK	LEU613	AUTOMATED REFUSE TRUCK	175,187	MILEAGE	**
SNP833	2011	MACK	LEU613	AUTOMATED REFUSE TRUCK	145,828	MILEAGE	**
SNP835	2011	MACK	LEU613	AUTOMATED REFUSE TRUCK	158,023	MILEAGE	**
SNP837	2012	AUTOCAR	XPEDITOR	AUTOMATED REFUSE TRUCK	157,505	MILEAGE	**
SNP857	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	25,986	MILEAGE	**
SNU101	2010	FORD	F-150	PICKUP TRUCK	121,180	MILEAGE	
SSJ460	2013	FREIGHTLINER	M2106	DUMP TRUCK	74,675	MILEAGE	**
SSP486	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	129,613	MILEAGE	**
SSP488	2009	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	145,884	MILEAGE	**
TEB326	2011	FORD	E-350	VAN	256,806	MILEAGE	**
TOJ494	2003	FREIGHTLINER	FL60	BUCKET TRUCK	112,380	MILEAGE	
TOJ504	2008	FORD	F-250 EXT	UTILITY TRUCK	102,960	MILEAGE	**
TOU043	2000	FORD	F-150	PICKUP TRUCK	102,757	MILEAGE	**
TPA027	2008	FORD	EXPLORER	MID SIZE SUV	80,898	MILEAGE	**
TPB4000	2002	FORD	E-350	CARGO VAN	160,988	MILEAGE	**
TPU102	2010	FORD	F-150	PICKUP TRUCK	96,480	MILEAGE	**
TSA058	2006	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	72,751	MILEAGE	**
TSA060	2008	FORD	ESCAPE HYBRID	COMPACT SUV HYBRID	99,735	MILEAGE	**
TSJ200	2014	FORD	F-250	UTILITY TRUCK	130,257	MILEAGE	**
TSJ204	2010	FORD	F-250 EXT	UTILITY TRUCK	200,717	MILEAGE	**
TSJ417R	2006	CHEVROLET	K-2500 EXT	UTILITY TRUCK	191,521	MILEAGE	**
TSJ418R	2006	CHEVROLET	K-2500 EXT	UTILITY TRUCK	138,244	MILEAGE	**
WCU103	2012	FORD	F-150	PICKUP TRUCK	130,967	MILEAGE	**
WDH903	2012	HYUNDAI	R80CR-9	TRACKED EXCAVATOR	4,552	HOURL	
WDJ831	2001	INTERNATIONAL	4700	UTILITY TRUCK	101,807	MILEAGE	**
WDJ841	2001	INTERNATIONAL	4700	UTILITY TRUCK	90,521	MILEAGE	
WDJ848	2003	INTERNATIONAL	4300 SBA	UTILITY TRUCK	137,381	MILEAGE	**
WDU124	2011	FORD	F-150	PICKUP TRUCK	118,234	MILEAGE	**
WDU814	2008	FORD	F-150 EXT	PICKUP TRUCK	132,576	MILEAGE	**
WDU821	2009	FORD	F-150	PICKUP TRUCK	156,453	MILEAGE	**
WEU159	2009	FORD	F-150 EXT	PICKUP TRUCK	123,265	MILEAGE	**
WEU159	2009	FORD	F-150 EXT	PICKUP TRUCK	123,265	MILEAGE	**
WSJ885	2009	INTERNATIONAL	7400	SEWER JETTER TRUCK	116,423	MILEAGE	

EQUIP #	YEAR	MAKE	MODEL	DESCRIPTION	Meter Reading	Meter Type	Notes
WSU812	2008	FORD	F-150 EXT	PICKUP TRUCK	177,040	MILEAGE	**
WSV976	2008	HARBEN	SEWER TRL	TRAILER MOUNTED SEWER JETTER	597	HOUR	**
WWJ308	2005	FORD	F-450	UTILITY TRUCK	81,025	MILEAGE	
WWU049	2003	FORD	F-150	PICKUP TRUCK	147,593	MILEAGE	**
WWU104	2014	FORD	F-150	PICKUP TRUCK	47,237	MILEAGE	
WWU117	2011	FORD	F-150	PICKUP TRUCK	160,052	MILEAGE	**
WWZ005	2005	JCB	940 RTFL	FORKLIFT	2,169	HOUR	**

Footnotes"

Various other small tools and equipment.

Some on the list (*) are "scheduled for decommission", but may not make the delivery deadline. Vehicles that do not make the delivery deadline will be included in the next rolling stock auction Exhibit - A listing for approval to dispose".

This list of vehicles and equipment are no longer necessary for the conduct of City business due to age, mileage, repair, or accident.

The vehicles/equipment on this list (excluding Airport and CATS) are provided by City Fleet Management. They manage when vehicles and equipment go to surplus for disposal.

NORTH CAROLINA

MECKLENBURG COUNTY

**DELEGATION OF AUTHORITY
TO TRANSFER TITLES**

Rex E. Dye and/or Kay Elmore are hereby authorized to execute on behalf of City of Charlotte such documents as may be necessary to evidence the transfer of titles for the specific vehicles declared as surplus by the City Manager upon the sale of said vehicles at the date and time set forth below:

Date: September 18, 2021 at 9am

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the _____ day of _____, 2021.

Signature: _____

Title: _____

Virtual Rolling Stock Auction: 9/18/2021

With the success of our virtual only live on-line auctions over the past year, we will continue to have live on-line only auctions moving forward :

- No live on-site preview or auction.
- On-line auction process will be performed at the Rogers Auction Company office.

The auction process - With a virtual auction only (no live on-site auction bidders):

- The virtual auction can be found at www.rogersauctiongroup.com.
- Pictures and videos for each surplus asset and will be on auction website several weeks before auction date (for review, questions, and pre-bidding).
- The auction will start a 9am on 9/18/2021.
- The bidding will be (on-line only) and each item will be auctioned in real time (live auction).
- Bidders will be bidding on-line against each other and the auctioneer will auction each item live.
- The winning bidder will pay Rogers Auction Company (electronic payment only).
- Bidders will have one week after auction to pick up their item (same as live on-site process).
- Rogers auction company will pay City via Automated Clearing House (ACH) payment (just like they do for on-line items sold during our live on-site auctions).

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS EAST SIDE FLATS IN THE CITY OF CHARLOTTE, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$22,300,000

WHEREAS, the City Council (the “City Council”) of the City of Charlotte (the “City”) met in Charlotte, North Carolina at 5:00 p.m. on the 23rd day of August 2021; and

WHEREAS, INLIVIAN (the “Issuer”) has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$22,300,000 (the “Bonds”), for the purpose of financing the acquisition, construction and equipping by WCO East Side Flats, LP, a North Carolina limited partnership, or an affiliated or related entity (the “Borrower”), of a multifamily residential rental facility to be known as East Side Flats (the “Development”); and

WHEREAS, the Development will consist of approximately 159 units in four residential buildings and related facilities, located on an approximately 7.35-acre site at 6601 Executive Circle 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 Council of the City following a public hearing with respect to such plan; and

WHEREAS, on August 4, 2021, 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 Council 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 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 \$22,300,000 are hereby approved for purposes of Section 147(f) of the Code.

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

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

Ayes: Council members Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Johnson,
Newton, Bokhari, Driggs

Nays: None

Not voting: Watlington

* * * * *

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 027-035.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Exhibit A

Certificate and Summary of Public Hearing

(Attached)

CERTIFICATE AND SUMMARY

The undersigned Executive Vice President of Development and the designated hearing officer of INLIVIAN hereby certifies as follows:

1. Notice of a public hearing (the "Hearing") to be held on August 4, 2021, with respect to the issuance of bonds by INLIVIAN for the benefit of WCO East Side, LP, a North Carolina limited partnership, or an affiliate or subsidiary thereof (the "Borrower") was published on July 26, 2021, in *The Charlotte Observer*.
2. I was the hearing officer for the Hearing.
3. The following is a list of names and addresses of all persons who spoke at the Hearing:

None

4. The following is a summary of the oral comments made at the Hearing:

None

IN WITNESS WHEREOF, my hand this 4th day of August, 2021.



Connie Staudinger, Hearing Officer

RESOLUTION

PROVIDE PRELIMINARY APPROVAL TO ISSUE REVENUE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN AFFORDABLE HOUSING DEVELOPMENT TO BE KNOWN AS EAST SIDE FLATS

WHEREAS, WCO East Side, LP, a North Carolina limited partnership, or another affiliated or related entity of Woodbine Community Organization, Inc. (the "Borrower"), has requested that INLIVIAN (the "Authority") assist it in financing the acquisition, construction and equipping of a 159-unit multifamily housing development to be known as East Side Flats and located at 6601 Executive Circle 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 INLIVIAN:

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 Twenty-Three Million Dollars (\$23,000,000) 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

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.

* * * * *

RECORDING OFFICER'S CERTIFICATION

I, A. Fulton Meachem, Jr., the duly appointed Secretary of INLIVIAN, do hereby certify that the foregoing Resolution was properly adopted at a regular meeting held April 20, 2021.

By: 
A. Fulton Meachem, Jr., Secretary

Resolution – Brooklyn McCrorey Branch YMCA

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the property known as the “Brooklyn McCrorey Branch YMCA” (listed under Tax Parcel Number 12506401 and including the exterior of the building and the footprint of the building within Tax Parcel Number 12506401 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021, but excluding the remainder of the land comprising Tax Parcel Number 12506401) as an Historic Landmark. The property is located at 334 South Caldwell Street in Charlotte, North Carolina, and is owned by SLT-Brevard, LLC.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160D, Article 9, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160D-945.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a virtual public hearing on September 27, 2021 at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the “Brooklyn McCrorey Branch YMCA” (listed under Tax Parcel Number 12506401 and including the exterior of the building and the footprint of the building within Tax Parcel Number 12506401 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021, but excluding the remainder of the land comprising Tax Parcel Number 12506401) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be advertised as required.

August 23, 2021

Resolution Book 52, Page 044

Resolution – Brooklyn McCrorey Branch YMCA

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 043-044.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Resolution – Kimberlee Apartments

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the property known as the “Kimberlee Apartments” (listed under Tax Parcel Number 17518102 and including the common areas within the interior of the building, the exterior of the building, the building’s landscape and hardscape elements and associated auxiliary structures, including without limitation the elevated walkway, and the land listed under Tax Parcel Number 17518102 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021, but excluding the interior of the building’s individual residential units) as an Historic Landmark. The property is located at 1300 Reece Road in Charlotte, North Carolina, and is owned by The Kimberlee, Incorporated.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160D, Article 9, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160D-945.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a public hearing on September 27, 2021 at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the “Kimberlee Apartments” (listed under Tax Parcel Number 17518102 and including the common areas within the interior of the building, the exterior of the building, the building’s landscape and hardscape elements and associated auxiliary structures, including without limitation the elevated walkway, and the land listed under Tax Parcel Number 17518102 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021, but excluding the interior of the building’s individual residential units) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be advertised as required.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 045-046.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



A handwritten signature in cursive script that reads 'Stephanie C. Kelly'. The signature is written in dark ink and is positioned above a horizontal line.

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Resolution – Stafford-Holcombe Farm

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the property known as the “Stafford-Holcombe Farm” (listed under Tax Parcel Number 10521107 and including the interior and exterior of the main house, the interior and exterior of the log slave quarter-tenant house, and the land listed under Tax Parcel Number 10521107 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021) as an Historic Landmark. The property is located at 12215 Plaza Road Extension in Charlotte, North Carolina, and is owned by Leslie Mursch Freeman.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160D, Article 9, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160D-945.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a public hearing on September 27, 2021 at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the “Stafford- Holcombe Farm” (listed under Tax Parcel Number 10521107 and including the interior and exterior of the main house, the interior and exterior of the log slave quarter-tenant house, and the land listed under Tax Parcel Number 10521107 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of June 1, 2021) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be advertised as required.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 047-048.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
NORTHLAKE CENTRE PARKWAY APARTMENTS AREA ANNEXATION**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held during a virtual meeting that is accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 5:00 p.m. on September 27, 2021.

Section 2. The area proposed for annexation is described as follows:

LEGAL DESCRIPTION

BEING ALL OF THAT CERTAIN PARCEL OF LAND LYING IN LONG CREEK TOWNSHIP,
MECKLENBURG COUNTY,
NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND #4 REBAR ON THE RIGHT-OF-WAY OF NORTHLAKE CENTRE PARKWAY, HAVING A NC NAD 83/2011 GRID COORDINATE OF: NORTHING: 589,931.73 FEET, EASTING: 1,447,216.60 FEET AND AVERAGE COMBINED FACTOR OF: 0.999842833; THENCE SOUTH 41-23-33 EAST, 86.88 FEET TO A FOUND #4 REBAR ON THE SOUTHERN RIGHT-OF-WAY OF NORTHLAKE CENTRE PARKWAY AND ON THE COMMON LINE OF METROLINA PROPERTIES PARTNERSHIP, LLC PROPERTY (DEED BOOK: 5809, PAGE: 855), SAID REBAR BEING THE **POINT OF BEGINNING**, THENCE WITH THE METROLINA PROPERTIES PARTNERSHIP, LLC PROPERTY AND A NEW CITY LIMIT LINE SOUTH 41-23-33 EAST, 168.85 FEET TO A FOUND 1 INCH PIPE; THENCE CONTINUING WITH THE METROLINA PROPERTIES PARTNERSHIP, LLC PROPERTY AND A NEW CITY LIMIT LINE SOUTH 20-28-44 EAST, 139.59 FEET TO A FOUND #5 REBAR, SAID REBAR BEING A COMMON CORNER WITH THE FCD-REAMS ROAD LIMITED PARTNERSHIP PROPERTY (DEED BOOK: 10990, PAGE: 932 & PORTION OF TRACT 5, MAP BOOK: 10, PAGE: 17); THENCE WITH THE COMMON LINE OF THE FCD-REAMS ROAD LIMITED PARTNERSHIP PROPERTY AND A NEW CITY LIMIT LINE SOUTH 49-20-03 WEST, 622.94 FEET TO A COMPUTED POINT; THENCE WITH THE COMMON LINE OF THE MECKLENBURG COUNTY PROPERTY (DEED BOOK: 20054, PAGE: 289 & LOT 1, MAP BOOK: 41, PAGE: 766), TM NORTHLAKE MALL LIMITED PARTNERSHIP PROPERTY (DEED BOOK: 29517, PAGE: 261 & LOT 1, MAP BOOK: 41, PAGE: 766) AND THE EXISTING CITY LIMIT LINE SOUTH 49-20-03 WEST, 433.92 FEET TO A COMPUTED POINT ON THE EASTERN RIGHT-OF-WAY OF NORTHLAKE CENTRE PARKWAY; THENCE CONTINUING WITH SAID RIGHT-OF-WAY AND THE EXISTING CITY LIMIT LINE SOUTH 49-20-03 WEST, 3.47 FEET TO A SET #5 REBAR ON THE EASTERN RIGHT-OF-WAY OF NORTHLAKE CENTRE PARKWAY; THENCE WITH SAID RIGHT-OF-WAY AND THE EXISTING CITY LIMIT LINE THE NEXT SEVEN (7) COURSES AND DISTANCES: 1) ON A CURVE TO THE RIGHT HAVING AN RADIUS OF 633.61 FEET AND ARC DISTANCE OF 255.80 FEET (CHORD BEARING & DISTANCE:

NORTH 01-42-18 EAST, 254.07 FEET) TO A FOUND #4 REBAR; 2) CONTINUING ON A CURVE TO THE RIGHT HAVING AN RADIUS OF 633.61 FEET AND ARC DISTANCE OF 60.25 FEET (CHORD BEARING & DISTANCE: NORTH 15-59-43 EAST, 60.23 FEET) TO A FOUND #4 REBAR; 3) CONTINUING ON A CURVE TO THE RIGHT HAVING AN RADIUS OF 633.61 FEET AND ARC DISTANCE OF 30.17 FEET (CHORD BEARING & DISTANCE: NORTH 20-05-01 EAST, 30.17 FEET) TO A FOUND #4 REBAR; 4) CONTINUING ON A CURVE TO THE RIGHT HAVING AN RADIUS OF 633.61 FEET AND ARC DISTANCE OF 30.17 FEET (CHORD BEARING & DISTANCE: NORTH 22-48-43 EAST, 30.17 FEET) TO A FOUND #4 REBAR; 5) CONTINUING ON A CURVE TO THE RIGHT HAVING AN RADIUS OF 633.61 FEET AND ARC DISTANCE OF 150.41 FEET (CHORD BEARING & DISTANCE: NORTH 30-58-36 EAST, 150.05 FEET) TO A FOUND #4 REBAR; 6) NORTH 40-32-30 EAST, 23.36 FEET TO A FOUND #4 REBAR; 7) NORTH 49-20-02 EAST, A TOTAL DISTANCE OF 665.99 FEET (PASSING THRU A FOUND #4 REBAR AT 25.11 FEET) TO THE **POINT OF BEGINNING**. CONTAINING 6.526 ACRES MORE OR LESS. AS SHOWN ON AN UNRECORDED SURVEY PREPARED BY JIMMY N. FAIRES, GEOMATIC CONCEPTS, PLLC, DATED OCTOBER 19, 2020.

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 049-050.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE THE ALLEYWAY
BETWEEN 1825 AND 1831 ROZZELLES FERRY ROAD in the City of Charlotte,
Mecklenburg County, North Carolina.**

Whereas, Period Design Concepts, LLC has filed a petition to close the Alleyway between 1825 and 1831 Rozzelles Ferry Road in the City of Charlotte; and

Whereas, the Alleyway between 1825 and 1831 Rozzelles Ferry Road containing 1,396 square feet or 0.032 acres as shown in the map marked “Exhibit A” and are more particularly described by metes and bounds in the document marked “Exhibit B” all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 23, 2021, that it intends to close the Alleyway between 1825 and 1831 Rozzelles Ferry Road and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on Monday, the 27th day of September 2021, to be conducted at 5:00 p.m., or as soon thereafter as practicable, on the closure of the Alleyway between 1825 and 1831 Rozzelles Ferry Road at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202, by such method, including in a virtual manner, necessary in response to the COVID-19 pandemic. The meeting will be accessible via the Government Channel, the City’s Facebook page, or the City’s YouTube page. All interested parties are invited to present comments at the public hearing regarding the closure of the Alleyway between 1825 and 1831 Rozzelles Ferry Road. To speak at the public hearing, please call the City Clerk’s office (at 704-336-2248) or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>. Alternatively, comments of 350 words or less on the subject of the public hearing may be submitted to the City Clerk’s Office at cityclerk@charlottenc.gov, between publication of this notice and 24 hours prior to the scheduled time for the beginning of the public hearing.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299. **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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 051.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, 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 23rd day of August 2021 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, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 052-054.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Taxpayers and Refunds Requested

500 EAST MOREHEAD ST STE 200 STE 250	2,172.46
ARAMARK MANAGEMENT SERVICES LP # 2574 ATTN: TAX DEPT	194.04
ARAMARK MANAGEMENT SERVICES LP # 2574 ATTN: TAX DEPT	156.37
ARAMARK MANAGEMENT SERVICES LP # 2574 ATTN: TAX DEPT	388.18
ARAMARK MANAGEMENT SERVICES LP # 2574 ATTN: TAX DEPT	220.44
ARAMARK MANAGEMENT SERVICES LP #3918	1.31
ARAMARK MANAGEMENT SERVICES LP #3918	1.23
ARAMARK MANAGEMENT SERVICES LP #3918	1.15
ARAMARK MANAGEMENT SERVICES LP #3918	1.03
ARAMARK MANAGEMENT SERVICES LP #3918	0.76
BOSCH REXROTH CORPORATION	258.32
BOSCH REXROTH CORPORATION	337.36
BOSCH REXROTH CORPORATION	584.07
BOSCH REXROTH CORPORATION	514.39
BOSCH REXROTH CORPORATION	617.17
BOSCH REXROTH CORPORATION CHARLOTTE I	229.46
BOSCH REXROTH CORPORATION CHARLOTTE I	177.49
BOSCH REXROTH CORPORATION CHARLOTTE I	199.77
BOSCH REXROTH CORPORATION CHARLOTTE I	151.95
CAROLINA VETERINARY SPECIALISTS CHARLOTTE	97.23
CAROLINA VETERINARY SPECIALISTS CHARLOTTE	98.88
CAROLINA VETERINARY SPECIALISTS CHARLOTTE	79.11
CAROLINA VETERINARY SPECIALISTS CHARLOTTE	21.08
FEREBEE CORPORATION	34.87
FEREBEE CORPORATION	20.34
FEREBEE CORPORATION	19.75
FEREBEE CORPORATION	14.62
FEREBEE CORPORATION	59.71
FEREBEE CORPORATION	29.29
LANE, PAMELA KAY	22.48
LONG ANIMAL HOSPITAL AND EMERGENCY CENTER PC	523.62
LONG ANIMAL HOSPITAL AND EMERGENCY CENTER PC	98.03
SELECT PHYSICAL THERAPY #40853	17.85
SELECT PHYSICAL THERAPY #40853	7.75
SELECT PHYSICAL THERAPY #40856	7.36
STERIGENICS US LLC	733.01
STERIGENICS US LLC	555.79
STERIGENICS US LLC	486.63
STERIGENICS US LLC	429.79
STERIGENICS US LLC	199.51
STERIGENICS US LLC ION BEAM	33.48
STERIGENICS US LLC ION BEAM	162.07
STERIGENICS US LLC ION BEAM	169.45
STERIGENICS US LLC ION BEAM	118.70
STERIGENICS US LLC ION BEAM	51.47
SUMMERS, DAVID N	29.68
VONLEHMDEN, EMILY ELIZABETH	67.85

Taxpayers and Refunds Requested

VONWILLER, SHARON A	318.33
WEWORK - 615 S TENANT LLC	2,739.31
WEWORK - 615 S TENANT LLC	2,843.56

16,297.55

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 **BROWN GRIER ROAD IMPROVEMENT PROJECT**;

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 **BROWN GRIER ROAD IMPROVEMENT PROJECT** and estimated to be **896 sq. ft. (0.02 acre) of fee-simple area; 609 sq. ft. (0.014 acre) of utility easement; 416 sq. ft. (0.01 acre) of storm drainage easement; 240 sq. ft. (0.006 acre) of sidewalk utility easement, and 8,882 sq. ft. (0.204 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. **201-043-01**, said property currently owned by **M2WHITEHALL LLC; WESTERN ALLIANCE BANK, Beneficiary**, or their owners' successors 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, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 055.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, 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 **JW CLAY BOULEVARD STREETSCAPE**; 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 **JW CLAY BOULEVARD STREETSCAPE** and estimated to be **8,618 sq. ft. (.20 acre) of fee-simple area; 6,306 sq. ft. (0.145 acre) of sidewalk utility easement, and 11,001 sq. ft. (0.253 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. **047-201-01**, said property currently owned by **NC LAND LLLP; UP RETAIL LLLP; BRANCH BANKING AND TRUST COMPANY, Beneficiary**, or their owners' successors 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, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 056.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, 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 **JW CLAY BOULEVARD STREETSCAPE**; 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 **JW CLAY BOULEVARD STREETSCAPE** and estimated to be **2,552 sq. ft. (0.059 acre) of sidewalk utility easement, and 2,959 sq. ft. (0.068 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. **047-291-46**, said property currently owned by **LJW LAND LLC**, or their owners' successors 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, 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 a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of August 2021, the reference having been made in Minute Book 154 and recorded in full in Resolution Book 52, Page(s) 057.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of August 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC