

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON JUNE 28, 2021**

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

WHEREAS, The North Carolina Department of Transportation (NCDOT) has conducted an evaluation of crash history at the intersection of South Tryon Street (NC 49) and General Drive; and,

WHEREAS, The North Carolina Department of Transportation (NCDOT) has conducted an evaluation of crash history at the intersection of South Tryon Street (NC 49) and Nevada Boulevard; and,

WHEREAS, there is a history of crashes resulting in three fatalities; and,

WHEREAS, the NCDOT proposes a new traffic signal at the intersection of South Tryon Street and General Drive including pedestrian signals and accessible ramps; and,

WHEREAS, the NCDOT proposes the conversion of the intersection of South Tryon Street and Nevada Boulevard to a left turn directional crossover; and

WHEREAS, the NCDOT will construct these improvements in accordance with the approved concept and at their cost; and,

WHEREAS, these infrastructure improvements to mitigate fatal crashes support the City's Vision Zero Action Plan; and,

NOW, THEREFORE, BE IT RESOLVED, by the Charlotte City Council that the City of Charlotte will work in partnership with the North Carolina Department of Transportation to achieve the following project goals: 1.) Improve safety for motorists and pedestrians traveling on South Tryon Street at the General Drive and Nevada Boulevard intersections and 2.) Improve local connectivity.

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 690.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON
JUNE 28, 2021**

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

WHEREAS, PetCo Love ("PetCo") wishes to provide a sponsorship in the amount of \$150,000 to support the City of Charlotte (the "City"), specifically the Charlotte-Mecklenburg Police Department Animal Care & Control's ("CMPD-ACC") treatment of heartworm positive pets made available for adoption through CMPD-ACC's Foster to Adopt Program (the "Program"); and

WHEREAS, heartworm disease is a fatal disease for pets if left untreated, and 12% of the canines entering the care of CMPD-ACC are testing positive for heartworm disease; and

WHEREAS, the City and CMPD-ACC value the human animal bond and wish to give every animal entering the CMPD-ACC shelter a chance to see a positive outcome; and

WHEREAS, in accordance with the City's Sponsorship Policy sponsorships projected to generate more than \$100,000 must be approved by the City Council;

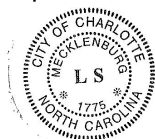
NOW, THEREFORE, BE IT RESOLVED by the Charlotte City Council that:

1. The City Manager, or the City Manager's designee, is hereby authorized to execute such documents as may be or become necessary in order to accept the sponsorship of \$150,000 from PetCo in support of the treatment of heartworm positive pets entering the care of the shelter for the Program.
2. The City shall enter into a sponsorship agreement upon the conditions and subject to the execution of covenants by PetCo that:
 - A. the City will exercise full editorial control over the placement, content, appearance, and wording of sponsorship acknowledgment and recognition messages on City property or through City communications medium;
 - B. they may truthfully and accurately publicize its sponsorship relationship with the City in print, video, Internet, broadcast, or display items, but may not use the City's marks or logos in conjunction with such publication without the prior written approval of the City;
 - C. that under no circumstances shall PetCo issue materials or communications that state or imply that the City has endorsed PetCo or its products or services.

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 691-702.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



A handwritten signature in cursive script, reading 'Stephanie C. Kelly'.

Stephanie C. Kelly, City Clerk, MMC, NCCMC



Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

~~June 16, 2021~~ ~~June 15, 2021~~ ~~April 16, 2021~~

City of Charlotte
Charlotte-Mecklenburg Police Department
~~Charlotte~~ Charlotte-Mecklenburg Animal Care and Control
600 East Fourth Street
Charlotte, NC 28202

Dear Josh Fisher:

I am pleased to inform you that Petco Love, a nonprofit changing lives, has decided to make a grant investment (the "Investment") in Grantee identified above to support the non-profit mission and/or charitable purpose of Grantee.

This grant letter (the "Grant Letter") and Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

A. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Investment shall be for the Investment Purpose stated below.

Investment Terms	
Investment amount	\$150,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	04/30/2022



Payment Schedule:

Payment:

Due on or before:

\$150,000.00	04/30/2021
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Reporting Schedule:

Name:

Due on or before:

Final Report	01/31/2022
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B. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

- a. Issue a press release announcing the Investment using best efforts to assure wide dissemination of such press release for promotion of the Investment.
- b. Prominently display Petco Love's logo on Grantee's website during the Grant Investment Period.
- c. Prominently display the Investment celebration check and other assets, if provided, in Grantee's lobby or other prominent location during the investment period.
- d. Promote Acknowledge and recognize the Investment on social media and other public ~~promotional~~ opportunities in conjunction with the announcement of the Investment, and monthly thereafter during the Grant Investment Period.
- e. Identify Petco Love as *the primary sponsor* of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with valuable solutions, social activations, and benefits in addition to grant investments.

Partnership is a key component of your relationship with Petco Love. Partner organizations should participate in the following:

- f. Key staff members of the organization (including the CEO or Executive Director) will sign up for, receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.



- g. Integrate with ~~and actively promote~~ Petco Love Lost, our national lost and found database, to help lost pets reunite with their families through various methods including social media, website, adoption paperwork, and other opportunities, including prominent placement of the Petco Love Lost widget on your website and Facebook page.
- h. Actively participate in the public launch of Petco Love Lost in April 2021.
- i. Participate in our Partnership Activations including Love Stories (Holiday Wishes), Lost Dog and Cat Awareness (April), National Foster A Pet Month (June), and others to be determined, by sharing the information publicly via social media, website, and other methods used by your organization to communicate with your adopters and supporters.
- j. Utilize Petco Love marketing toolkits available on our website to ~~promote~~ acknowledge and recognize Petco Love initiatives, adoption events, and other lifesaving promotions.
- k. Share post-adoption support materials when made available by Petco Love to adopters.
- l. If Grantee is an approved Petco Love adoption partner, Grantee shall:
 - i. Designate a representative of Grantee to receive all Petco Love communications, including newsletter and email notifications.
 - ii. Utilize Petco Love branded adoption, social media recommendations and hashtags, and other outreach materials.
 - iii. Coordinate with the manager of the Petco store to assure all adoptions are communicated to onsite Petco staff and recorded appropriately
 - iv. Participate in such adoption events in a manner that encourages the greatest number of adoptions possible.
 - v. Participate in the Petco Love's annual foster program awareness and recruitment event (Be A Foster) in Petco stores to recruit foster parents and increase lifesaving efforts.
- m. If Grantee is not an approved Petco Love adoption partner, Grantee shall complete the application to become an adoption partner on the grant application portal within sixty (60) days of executing this agreement, unless otherwise exempted by Petco Love.
- n. Complete all follow up reports as assigned in the grant application portal.
- o. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
- p. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love ~~with prominent logo placements on three sides of the vehicle used or purchased.~~



If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE

By: _____
Name: Susanne Kogut
Title: President

Accepted and agreed to this date: _____

By: _____
Name: Josh Fisher
Title: Director



Appendix A

Petco Love Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

Section 1. Investment generally

A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is Lifesaving Investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

B. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, Petco Love agrees to make the Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without Petco Love's prior written approval.

C. Investment Amount and Use

Petco Love agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The Investment will be payable as set forth in the Grant Letter.



If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein.

If Grantee is a governmental entity, division, or department, Grantee agrees that the Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

Section 2. Representation and Warranties of Grantee

- A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Investment described herein solely for the exempt purposes stated in Section 1 above.
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.
- C. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.
- E. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

Section 3. Additional Covenants of Grantee

- A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love. In addition to the specific sponsorship acknowledgments described in this Agreement, Grantee may acknowledge and recognize Petco Love and its contribution in whatever manner that Grantee, in its sole discretion, determines is appropriate. Grantee



will exercise full editorial control over the placement, content, appearance, and wording of all sponsorship acknowledgment and recognition messages on City property or through City communications medium. Recognition messages shall not promote or endorse Petco Love or its products or services.

- B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.
- C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

~~Grantee hereby grants to Petco Love a worldwide, royalty free, non-exclusive, non-transferrable licenses to copy, distribute, display, perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B), any photographs, videos, text, images, and other content provided by the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.~~

~~If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.~~

Petco Love may truthfully and accurate publicize its sponsorship relationship with the City in print, video, Internet, broadcast, or display items. Notwithstanding the foregoing, Petco Love



may not use the City's marks or logos in conjunction with such publication without the prior written approval of the City. Under no circumstances shall Petco Love issue materials or communications that state or imply that the City has endorsed Petco Love or its products or services.

Grantee may promote-acknowledge and recognize itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed uses of Petco Love name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.

Section 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product



~~formulas, business or marketing plans, and other information of a nonpublic or proprietary nature is defined in N.C.G.S. § 132-1.2.~~ Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to Petco Love as required herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

~~The terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent Petco Love.~~

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

Section 8. Termination of Investment

~~Either party may terminate this Agreement at any time, with or without cause. Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement.~~ In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.



Section 9. Future Funding

Grantee acknowledges that Petco Love is not making any representations regarding future funding of Grantee, other than as specified herein.



Section 10. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

Section 11. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

Section 12. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

Section 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 14. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

[This Agreement is non-exclusive, and Grantee retains all rights to enter into sponsorship agreements with third parties.](#)

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of ~~California~~North Carolina, exclusive of its choice of law rules.

The address for notifications to Petco Love is:

Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.

A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE, MATTHEWS, MINT HILL, AND PINEVILLE.

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

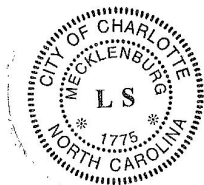
WHEREAS, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, 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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 703-744.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the TOWN OF CORNELIUS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
9. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF CORNELIUS

Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Cornelius, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF CORNELIUS**

Resolution No.:

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Cornelius ("Town") and City of Charlotte ("City") entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Cornelius, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Cornelius, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Cornelius, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. **Ordinance Enforcement:** When providing service within the Town, the Animal Care & Control shall enforce the Town of Cornelius Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance but shall report such violations to the Town animal control officer for enforcement action.
2. **Sheltering:** The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council's approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. **Requests/Calls for Service:** The Animal Care & Control shall provide services to the Town in response to requests from the Cornelius Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Cornelius Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the TOWN OF DAVIDSON, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Board of Commissioners of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. Term: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. Services: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. Compensation: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care &

Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
9. Entirety of Agreement; No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF DAVIDSON

Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING
TO THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Davidson, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING
TO PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF DAVIDSON**

**Resolution
No.:**

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Davidson ("Town") and City of Charlotte ("City") entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Davidson, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Davidson, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Davidson, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. **Ordinance Enforcement:** When providing service within the Town, the Animal Care & Control shall enforce the Town of Davidson Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance but shall report such violations to the Town animal control officer for enforcement action.
2. **Sheltering:** The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council's approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. **Requests/Calls for Service:** The Animal Care & Control shall provide services to the Town in response to requests from the Davidson Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Davidson Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the TOWN OF HUNTERSVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. Term: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. Services: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. Compensation: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
9. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Huntersville, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF HUNTERSVILLE**

**Resolution No.:
R-2021-31__**

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Huntersville (“Town”) and City of Charlotte (“City”) entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Huntersville, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Huntersville, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Huntersville, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. **Ordinance Enforcement:** When providing service within the Town, the Animal Care & Control shall enforce the Town of Huntersville Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance but shall report such violations to the Town animal control officer for enforcement action.
2. **Sheltering:** The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council's approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. **Requests/Calls for Service:** The Animal Care & Control shall provide services to the Town in response to requests from the Huntersville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Huntersville Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the TOWN OF MATTHEWS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
9. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF MATTHEWS

Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Matthews, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF MATTHEWS**

**Resolution No.:
R-2021-31__**

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Matthews (“Town”) and City of Charlotte (“City”) entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Matthews, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Matthews, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Matthews, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. **Ordinance Enforcement:** When providing service within the Town, the Animal Care & Control shall enforce the Town of Matthews Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance but shall report such violations to the Town animal control officer for enforcement action.
2. **Sheltering:** The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council's approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. **Requests/Calls for Service:** The Animal Care & Control shall provide services to the Town in response to requests from the Matthews Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up. All requests for service

from the Town animal control officer during his/her vacation, sick leave, etc., shall be in writing or transmitted via electronic mail.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Matthews Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between the TOWN OF MINT HILL, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. Term: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 6, “Termination of Agreement,” herein.
2. Services: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. Compensation: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 6, "Termination of Agreement," herein.

4. Citations: Animal Care & Control will issue citations for ordinance violations that occur in the Town. The money for payment of citation will be sent directly to the City. The City will keep separate records of money received for the citations issued within the Town. Such money shall belong to the City.
5. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
6. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
7. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send

the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

9. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
10. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
11. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____(SEAL)
City Manager

ATTEST:

TOWN OF MINT HILL

Town Clerk

By: _____(SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Mint Hill, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF MINT HILL**

Resolution No.:

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Mint Hill ("Town") and City of Charlotte ("City") entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Mint Hill, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Mint Hill, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Mint Hill, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, Animal Care & Control shall enforce the Mecklenburg County Animal Control Ordinance, as adopted by the Town by resolution.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town.
3. Licensing: Animal Care & Control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.
4. Requests/Calls for Service: Animal Care & Control shall respond to all calls for service originating within the Town.
5. Dispatch: Animal Care & Control shall receive, and dispatch all calls for service originating within the Town.
6. Calls for Service Reports: Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents within the Town involving animal bites.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the TOWN OF PINEVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. Term: The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 6, “Termination of Agreement,” herein.
2. Services: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. Compensation: The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 6, "Termination of Agreement," herein.

4. Citations: Animal Care & Control will issue citations for ordinance violations that occur in the Town. The money for payment of citation will be sent directly to the City. The City will keep separate records of money received for the citations issued within the Town. Such money shall belong to the City.
5. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
6. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
7. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send

the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

9. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
10. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
11. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____(SEAL)
City Manager

ATTEST:

TOWN OF PINEVILLE

Town Clerk

By: _____(SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, 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 ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20____.

**ATTACHMENT II
(Town Resolution)**

Town of Pineville, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF PINEVILLE**

Resolution No.:

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Pineville (“Town”) and City of Charlotte (“City”) entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Pineville, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Pineville, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Pineville, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Pineville Animal Control Ordinance, as adopted on January 11, 2005, and as subsequently amended by the Town of Pineville.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council's approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Licensing: Animal Care & control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.
4. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Pineville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the

services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

5. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Pineville Police Department.
6. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents with the Town involving animal bites. The City shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA
ON JUNE 28, 2021**

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

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

WHEREAS, the City of Charlotte owns seven (7) sets of communication gear, which are surplus, obsolete, or unused property and have been determined as eligible for conveyance pursuant to North Carolina law to an eligible governmental unit;

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

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

The City shall donate said communication gear to GPD only upon the conditions and subject to the execution of covenants by GPD that:

A. they shall at all times use and maintain said communication gear solely for the provision of public services and the pursuit of recognized "public purposes", specifically "criminal justice purposes", they perform as a part of their activities;

B. at such time as they shall deem the communication gear to be unsuitable for further use, GPD shall seek to have them used for criminal justice purposes elsewhere in the State prior to disposing them and shall apply any net proceeds derived from their disposition solely to provide further criminal justice services.

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

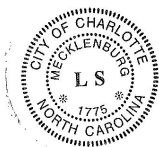
3. Upon and following the said conveyance, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense or ownership of said communication gear, and all such expenses of ownership shall be the sole responsibility of GPD.

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

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 745-746.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION TO CLOSE A PORTION OF GLORYLAND AVENUE IN THE CITY OF CHARLOTTE,
MECKLENBURG COUNTY, NORTH CAROLINA

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a portion of Gloryland Avenue which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a portion of Gloryland Avenue to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, an easement shall be reserved in favor of the City of Charlotte over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the Charlotte Water utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, an easement shall be reserved in favor of the City of Charlotte over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, construct and install, and/or replace the sidewalk/utility improvements as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, the public hearing was held on the 14th day of June 2021, and City Council determined that closing a portion of Gloryland Avenue is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

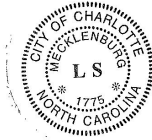
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of June 28, 2021 during a virtual meeting that included an option for written comments (of 375 words or less) to be submitted from the date of notice of the public hearing up to the 15th day of June 2021 at 11:59 p.m., that the Council hereby orders the closing of a portion of Gloryland Avenue in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

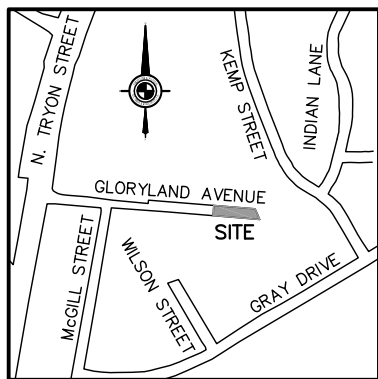
CERTIFICATION

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 747-751.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



VICINITY MAP - NTS

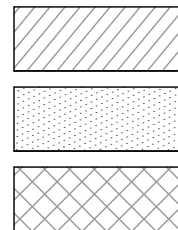
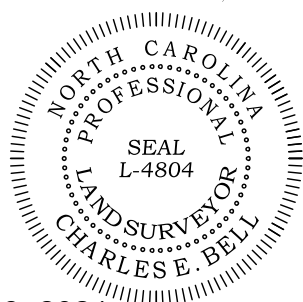
NOTES:

1. THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE SHOWN.
3. THE PURPOSE OF THIS MAP IS TO DELINEATE RIGHT-OF-WAY ABANDONMENT AREAS. THIS PROPERTY MAY BE SUBJECT TO DOCUMENTS AND/OR RESTRICTIONS OF RECORD.
4. SUBJECT PROPERTY ZONING: TOD-TR
5. PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
6. BOUNDARY INFORMATION AS PER PREVIOUS R.B. PHARR & ASSOCIATES, P.A. SURVEY DATED MARCH 21, 2020. JOB NO. 91274.

SURVEYOR'S CERTIFICATE

I, **CHARLES E. BELL**, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS.

Charles E. Bell 3/31/21
CHARLES E. BELL NCPLS, L-4804



RIGHT-OF-WAY
ABANDONMENT

SIDEWALK UTILITY
EASEMENT

SANITARY
SEWER/WATER
EASEMENT

June 28, 2021

Resolution Book 51, Page 749

BOBBIE RIPPY
JAMES T. SNIPES
WILLIAM C. GASTON
DONALD MASSEY
PRESTON BURRIS, JR.
TRUSTEES OF THE
GLORYLAND BAPTIST CHURCH
DB 3465 PG 505
PIN: 049-081-06

AREA TO BE
ABANDONED
9,726 SQ. FT.
0.2233 ACRE

GLORYLAND AVENUE

60' PUBLIC R/W
DB 5252 PG 323

S83°56'04"E 323.22'

GREGORIO V. RIOS
DB 25437 PG 475
MB 7 PG 477
PIN: 049-083-15

NGHI T. NGUYEN
DB 28210 PG 778
MB 7 PG 477
PIN: 049-083-14

RALPH L. JANNELLI, JR.
DB 31000 PG 197
MB 7 PG 477
PIN: 049-083-13

FRANCISCO JAVIER ESTABAN
DB 12224 PG 814
MB 6 PG 89
PIN: 049-083-08

RAMON LOPEZ
DB 33584 PG 1
MB 6 PG 89
PIN: 049-083-07

STEPHEN R. JONES
DB 32863 PG 610
MB 6 PG 89
PIN: 049-083-06

VERONICA LOPEZ GARCIA
DB 33241 PG 597
MB 6 PG 89
PIN: 049-083-05

SILVER EAGLE LLC
DB 33984 PG 66
MB 7 PG 401
PIN: 049-083-04

APPROX. LOCATION
50' POST CONSTRUCTION
BUFFER UNDISTURBED

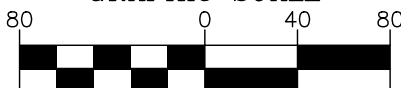
LINE TABLE:

LINE	BEARING	DISTANCE
L1	S20°59'14"E	32.75'
L2	S21°06'52"E	34.62'
L3	N06°01'56"E	30.42'
L4	N06°01'56"E	29.65'
L5	S21°06'52"E	22.47'
L6	N06°01'56"E	20.00'
L7	N06°01'56"E	30.15'
L8	N06°03'56"E	30.00'
L9	S83°55'16"E	69.99'
L10	S20°57'20"E	28.99'
L11	S46°49'49"W	45.09'
L12	S20°59'14"E	16.20'
L13	S46°49'49"W	45.11'
L14	N83°57'10"W	19.81'
L15	N46°49'49"E	5.39'
L16	S06°03'56"W	10.04'
L17	N83°57'10"W	20.00'
L18	N06°03'56"E	10.28'
L19	N83°56'11"W	19.42'
L20	N06°01'56"E	20.00'
L21	N46°49'49"E	24.66'
L22	S83°57'10"E	46.98'
L23	N83°57'10"W	19.42'
L24	N20°59'14"W	12.79'

LEGEND:

D.B. - DEED BOOK
EIR - EXISTING IRON ROD
M.B. - MAP BOOK
N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY
PG. - PAGE
R/W - RIGHT-OF-WAY
RIGHT-OF-WAY TO BE ABANDONED
RIGHT-OF-WAY ADJACENT
PROPERTY LINE

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

CREW: RBP DRAWN: TLM REVISED: SCALE: DATE: 3-1-2021 JOB NO. 92699

GLORYLAND AVENUE
RIGHT-OF-WAY ABANDONMENT,
SIDEWALK UTILITY EASEMENT,
CHARLOTTE WATER EASEMENT /
SANITARY SEWER EASEMENT

3001 & 3020 GLORYLAND AVENUE
RE: GLORY LAND BAPTIST CHURCH PROPERTY
RE: SAM VASTIS, ATHANASIOS YIANNIBAS,
TOM GIANNIBAS and DEMETRA PHOTOPOULOS
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC
DEED REFERENCE: 3465-505; 35486-964
TAX PARCEL NO: 049-081-06, 049-082-01

R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

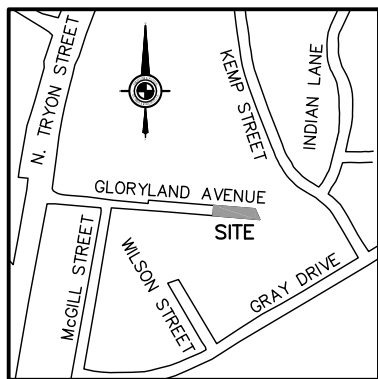
LICENSURE NO: C-1471

420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL: (704) 376-2186

**TOTAL AREA TO
BE ABANDONED
20,127 SQ. FT.
OR 0.4620 ACRES**

SHEET 1 OF 2

SHEET 1 OF 2



VICINITY MAP - NTS

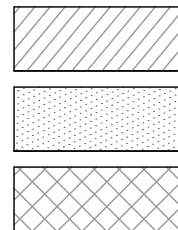
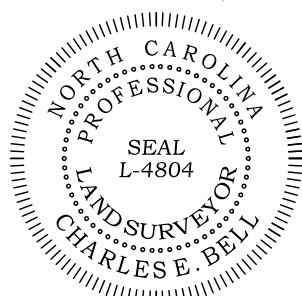
NOTES:

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4. SUBJECT PROPERTY ZONING: TOD-TR
5. PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
6. BOUNDARY INFORMATION AS PER PREVIOUS R.B. PHARR & ASSOCIATES, P.A. SURVEY DATED MARCH 21, 2020. JOB NO. 91274.

SURVEYOR'S CERTIFICATE

I, **CHARLES E. BELL**, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS.

Charles E. Bell 3/31/21
CHARLES E. BELL NCPLS, L-4804



RIGHT-OF-WAY
ABANDONMENT

SIDEWALK UTILITY
EASEMENT

SANITARY
SEWER/WATER
EASEMENT

June 28, 2021

Resolution Book 51, Page 750

BOBBIE RIPPY
JAMES T. SNIPES
WILLIAM C. GASTON
DONALD MASSEY
PRESTON BURRIS, JR.
TRUSTEES OF THE
GLORYLAND BAPTIST CHURCH
DB 3465 PG 505
PIN: 049-081-06

GLORYLAND AVENUE

60' PUBLIC R/W
DB 5252 PG 323

SIDEWALK UTILITY
EASEMENT
13,315 SQ. FT.
0.3057 ACRES

GREGORIO V. RIOS
DB 25437 PG 475
MB 7 PG 477
PIN: 049-083-15

NGHI T. NGUYEN
DB 28210 PG 778
MB 7 PG 477
PIN: 049-083-14

RALPH L. JANNELLI, JR.
DB 31000 PG 197
MB 7 PG 477
PIN: 049-083-13

FRANCISCO JAVIER ESTABAN
DB 12224 PG 814
MB 6 PG 89
PIN: 049-083-08

RAMON LOPEZ
DB 33584 PG 1
MB 6 PG 89
PIN: 049-083-07

STEPHEN R. JONES
DB 32863 PG 610
MB 6 PG 89
PIN: 049-083-06

VERONICA LOPEZ GARCIA
DB 33241 PG 597
MB 6 PG 89
PIN: 049-083-05

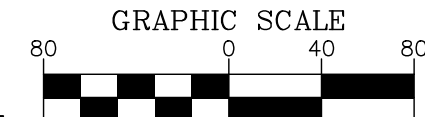
SILVER EAGLE LLC
DB 33984 PG 66
MB 7 PG 401
PIN: 049-083-04

PANOS PROPERTIES
DB 5252 PG 323
PIN: 049-082-01

PANOS PROPERTIES
DB 5252 PG 323
PIN: 049-082-01

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S20°59'14"E	32.75'
L2	S21°06'52"E	34.62'
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L4	N06°01'56"E	29.65'
L5	S21°06'52"E	22.47'
L6	N06°01'56"E	20.00'
L7	N06°01'56"E	30.00'
L8	N06°03'56"E	30.00'
L9	S83°55'16"E	90.00'
L10	S20°57'20"E	28.99'
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L19	N83°56'11"W	19.42'
L20	N06°01'56"E	20.00'
L21	N46°49'49"E	24.65'
L22	S83°57'10"E	46.98'
L23	N83°57'10"W	19.42'
L24	N20°59'14"W	12.79'



(IN FEET)
1 inch = 80 ft.

**TOTAL AREA TO
BE ABANDONED
20,127 SQ. FT.
OR 0.4620 ACRES**

SHEET 2 OF 2

LEGEND:

D.B. - DEED BOOK
EIR - EXISTING IRON ROD
M.B. - MAP BOOK
N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY
PG. - PAGE
R/W - RIGHT-OF-WAY
RIGHT-OF-WAY TO BE ABANDONED
RIGHT-OF-WAY ADJACENT
PROPERTY LINE

GLORYLAND AVENUE
RIGHT-OF-WAY ABANDONMENT,
SIDEWALK UTILITY EASEMENT,
CHARLOTTE WATER EASEMENT /
SANITARY SEWER EASEMENT

3001 & 3020 GLORYLAND AVENUE
RE: GLORY LAND BAPTIST CHURCH PROPERTY
RE: SAM VASTIS, ATHANASIOS YIANNIBAS,
TOM GIANNIBAS and DEMETRA PHOTOPOULOS
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC
DEED REFERENCE: 3465-505; 35486-964
TAX PARCEL NO: 049-081-06, 049-082-01

R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSE NO: C-1471

420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL: (704) 376-2186

CREW: RBP DRAWN: TLM REVISED: SCALE: DATE: JOB NO.
1" = 80' 3-1-2021 92699

GLORYLAND AVE RIGHT OF WAY ABANDONMENT

EXHIBIT B

LEGAL DESCRIPTION

Being all of that certain tract or parcel of land located in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

COMMENCING at an existing 1/2" iron rod found at the southeast corner of the Panos Properties property as described in Deed Book 5252, Page 323 of the Mecklenburg County Public Registry, said iron also being the southernmost corner of the Ralph L. Jannelli, Jr. property as described in Deed Book 31000, Page 1987 of said registry;

thence with the line of Panos Properties, N21°06'52"W, passing an existing 1/2" iron rod found at 55.23 feet, a total distance of 165.97 feet to a new 1/2" iron rod set on the southern margin of Gloryland Avenue (a 60-foot public right-of-way), said iron being the true **POINT OF BEGINNING**;

thence with the margin of Gloryland Avenue, N83°57'10"W - 350.69 feet to a new 1/2" iron rod set;

thence turning and running with a new line, N06°02'50"E, passing a new 1/2" iron set at 30.43 feet, a total distance of 60.08 feet to a new 1/2" iron rod set on the northern margin of Gloryland Avenue;

thence turning and running with the margin of Gloryland Avenue, S83°56'04"E – 320.00 feet to a new 1/2" iron rod set in the southwesterly line of the Gregorio V. Rios property as described in Deed Book 25437, Page 475 of said registry;

thence with the line of Gregorio V. Rios, the following two (2) bearings and distances:

- 1) S20°59'14"E - 32.75 feet to a new 1/2" iron rod set;
- 2) S21°06'52"E - 34.62 feet to the **POINT OF BEGINNING**, having an area of 20,127 sq. ft. or 0.4620 acres, as shown on a survey by R. B. Pharr & Associates, P. A., dated September 14, 2020, Job No. 91988

RESOLUTION TO CLOSE A PORTION OF SOUTH GRAHAM STREET IN THE CITY OF CHARLOTTE,
MECKLENBURG COUNTY, NORTH CAROLINA

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a Portion of South Graham Street which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a Portion of South Graham Street to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, an easement shall be reserved in favor of the City of Charlotte over, upon, and under a portion of the area petitioned to be abandoned for ingress, egress, and regress to access, maintain, install, and/or replace the Charlotte Water utilities as noted on the attached map marked "Exhibit A"; no permanent structures may be erected over the permanent easement area; and

WHEREAS, the public hearing was held on the 14th day of June 2021, and City Council determined that closing a Portion of South Graham Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of June 28, 2021 during a virtual meeting that included an option for written comments (of 375 words or less) to be submitted from the date of notice of the public hearing up to the 15th day of June 2021 at 11:59 p.m., that the Council hereby orders the closing of a Portion of South Graham Street in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 752-755.

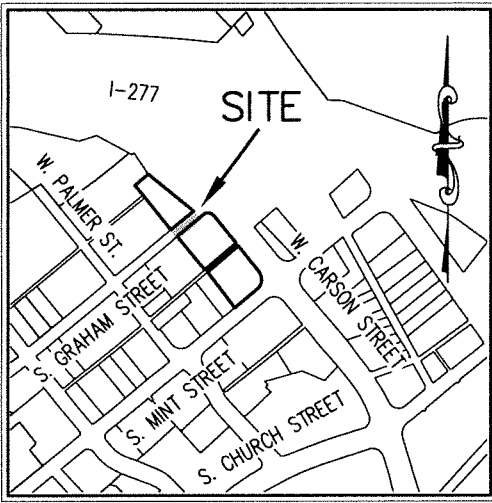
WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Exhibit "A"

Note: easement to Charlotte Water over the entire area of ROW to be abandoned is provided to allow Charlotte Water to maintain and repair existing utilities located within the ROW abandonment area. The erection of any permanent structures of the ROW abandonment area is prohibited until just time as the existing utilities have been relocated.



Vicinity Map

Certificate of Survey and Accuracy
State of North Carolina, Union County

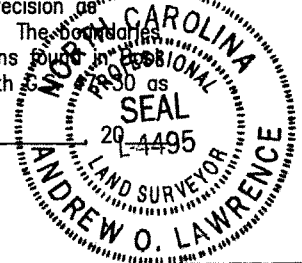
June 28, 2021

Resolution Book 51, Page 754

I, Andrew O. Lawrence, certify that this map was drawn under my supervision from a survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is better than 1:10,000. The boundaries not surveyed are shown as broken lines plotted from descriptions found in books as, Page Shown, that this map was prepared in accordance with the same as amended.

Witness my hand and seal this 25 day of March

Andrew O. Lawrence, NCRLS L-4495



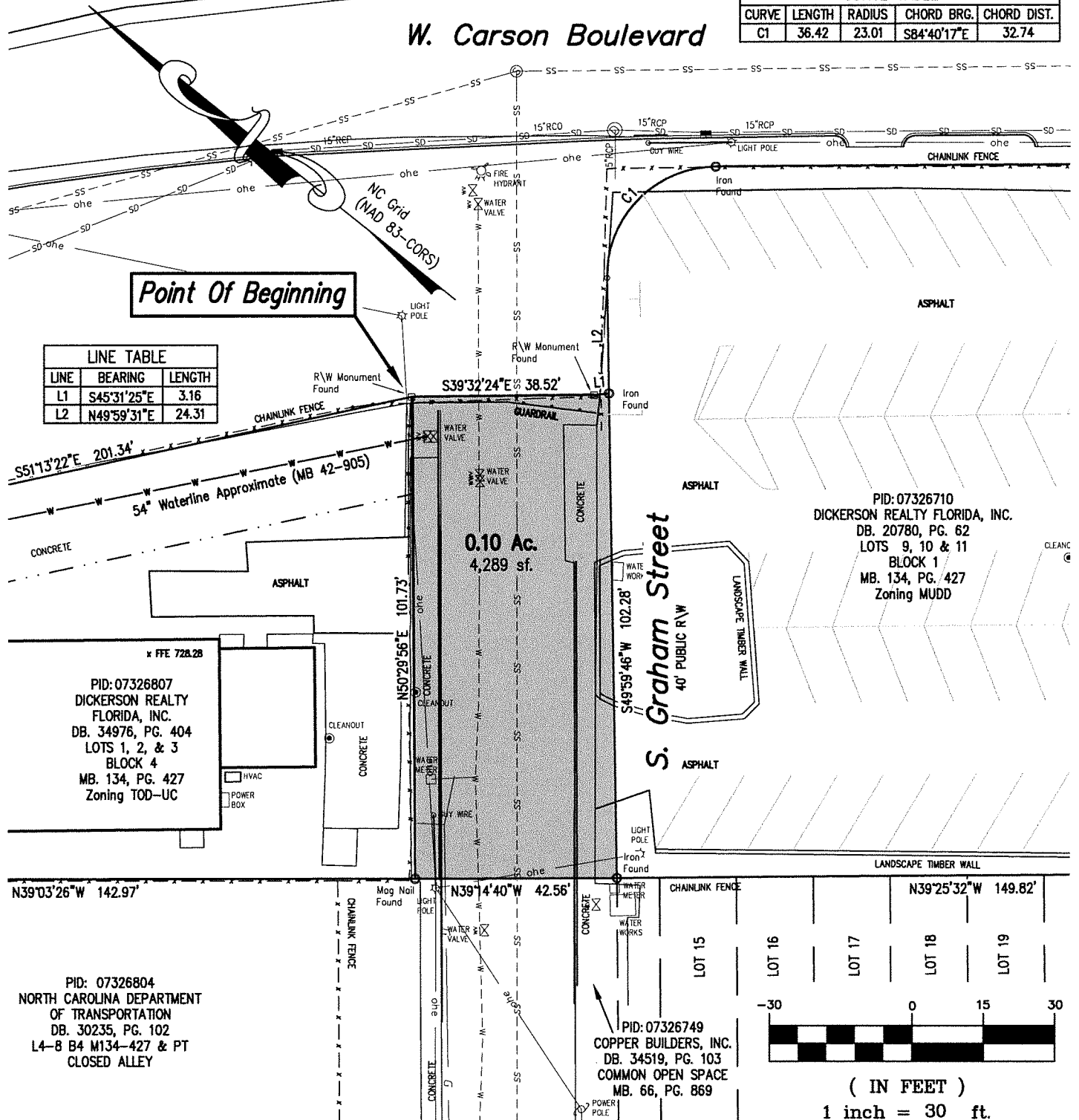
State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations

W. Carson Boulevard

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG.	CHORD DIST.
C1	36.42	23.01	S84°40'17"E	32.74

Point Of Beginning

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°31'25"E	3.16
L2	N49°59'31"E	24.31





LAWRENCE ASSOCIATES

106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013

www.lawrencesurveying.com
Firm License Number: C-2856

Right of Way Exhibit

For The Closure Of S. Graham Street

City of Charlotte, Mecklenburg County, NC

Orig. scale: 1" = 30' Date: June 25, 2020 Drawn By: JLH

REVISIONS	
March 25, 2021	AOL

Resolution to Close A Portion of S Graham Street

Exhibit "B"

Beginning at right of way monument found at the south-westerly intersection of the right of way of W. Carson Boulevard and the terminus of S. Graham Street. Said right of way monument also being the easternmost corner of the Dickerson Realty Florida, Inc. property as recorded in Deed Book 34976 at Page 404 in the Mecklenburg County Register of Deeds. Thence running from said Point of Beginning, S 39°32'24" E 38.52' to a right of way monument found and continuing S 45°31'25" E 3.16' to an iron found on the southerly right of way of S. Graham Street and being a point in the north-westerly line of the Dickerson Realty Florida, Inc. property as recorded in Deed Book 20780 at Page 62; Thence running with the southerly right of way of S. Graham Street and the north-westerly line of the aforementioned Dickerson Realty Florida, Inc. property, S 49°59'46" W 102.28' to an iron found, being a common corner with the Copper Builders, Inc. property as recorded in Deed Book 34519 at Page 103; Thence crossing S. Graham Street N 39°14'40" W 42.56' to a mag nail found on the northerly right of way of S. Graham Street and being the common corner of the North Carolina Department of Transportation property as recorded in Deed Book 30235 at Page 102 and the Dickerson Realty Florida, Inc. property as recorded in Deed Book 34976 at Page 404; Thence running with the northerly right of way of S. Graham Street and the south-easterly line of the Dickerson Realty Florida, Inc. property, N 50°29'56' E 101.73' to the point and place of beginning, Said described parcel contains 4,289 square feet (0.10 acre), more or less

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
MALLARD GLEN 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 was accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 5:00 p.m. on August 9, 2021.

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

LEGAL DESCRIPTION

PARCEL 2 (TAX# 029-111-06) LOCATED IN MALLARD CREEK TOWNSHIP, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE AND A COMMON CORNER WITH ANTHONY CURETON AS RECORDED IN DB 954 PG 122 OF THE MECKLENBURG COUNTY REGISTER OF DEEDS, THENCE WITH THE NORTHERLY LINE OF ANTHONY CURETON S 82°43' 26" W 495.00' TO A FOUND IRON ROD A COMMON CORNER WITH FR GLOBAL CHARLOTTE LLC AS RECORDED IN DB 35430 PG 246 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTHERLY LINE OF FR GLOBAL CHARLOTTE LLC S 82°43' 26" W 961.20' TO A FOUND IRON ROD AT THE NORTHWESTERLY CORNER OF SAID FR GLOBAL CHARLOTTE LLC TRACT A COMMON CORNER WITH FR GLOBAL CHARLOTTE LLC AS RECORDED IN DB 35430 262 AND DB 35430 PG 255 TRACT 1 PARCEL 2 (PID: 029-111-06) AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTHERLY LINE OF FR GLOBAL CHARLOTTE LLC S 82° 41' 05" W 60.02' TO A FOUND IRON ROD BEING A COMMON CORNER OF FR GLOBAL CHARLOTTE LLC AS RECORDED IN DB 35430 PG 246 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTHERLY LINE OF SAID FR GLOBAL CHARLOTTE LLC S 82° 43' 26" W 399.69' TO A FOUND IRON ROD A COMMON CORNER WITH ADAMS PLACE PROPERTIES, LLC AS RECORDED IN DB 19554 PG 675 AND DB 31129 PG 34 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE EASTERLY LINE OF SAID ADAMS PLACE PROPERTIES, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 16°32' 40" W 408.93' TO A FOUND IRON ROD; 2) N 16° 32' 40" W 703.87' TO A FOUND IRON ROD A COMMON CORNER WITH ALEXANDRA AMITY AMORIM AND ROBERT PROCTOR CARTER (AMORIM & CARTER) AS RECORDED IN DB 22199 PAGE 692 AS RECORDED IN

MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE EASTERLY LINE OF SAID AMORIM & CARTER N 15°49' 26" W 181.55' TO A FOUND IRON ROD A COMMON CORNER WITH ELLEN JULIAN BAYNE AND JAMES BOWEN BAYNE AS RECORDED IN DB 32651 PG 184 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE EASTERLY LINE OF SAID BAYNE TRACT N 14°38' 30" E 544.22' TO A FOUND IRON PIPE A COMMON CORNER WITH FR GLOBAL CHARLOTTE LLC AS RECORDED IN DB 35430 PG 262 AND DB 35430 PG 255 TRACT 2 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE EASTERLY LINE OF FR GLOBAL CHARLOTTE LLC N 14°46' 44" E 839.25' TO A COMPUTED POINT IN THE SOUTHERN MARGIN OF INTERSTATE I-485 AS RECORDED IN DB 8310 PG 430 OF MECKLENBURG COUNTY REGISTER OF DEEDS AND HAVING A NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROJECT NUMBER OF 8.U671605; THENCE WITH THE SOUTHERLY RIGHT OF WAY OF INTERSTATE I-485 THE FOLLOWING TWO (2) COURSES AND DISTANCES 1) N 76°38' 08" E 484.04' TO A FOUND IRON ROD; 2) S 82° 47' 04" E 16.71' TO A COMPUTED POINT ON THE SOUTHERLY LINE OF FR GLOBAL CHARLOTTE LLC AS RECORDED IN DB 35430 PG 262 AND DB 35430 PG 255 TRACT 3 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH SAID SOUTHERLY LINE OF FR GLOBAL CHARLOTTE LLC S 63° 45' 28" E 1528.60' TO A COMPUTED POINT IN THE CENTER OF STONEY CREEK; THENCE WITH THE CENTER OF SAID STONEY CREEK FOR THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) S 14°24' 32" W 200.00' TO A COMPUTED POINT; 2) S 09°24' 32" W 100.00' TO A COMPUTED POINT; 3) S 01° 54' 32" W 100.00' TO A COMPUTED POINT; 4) S 05°30' 28" E 200.00' TO A COMPUTED POINT; 5) S 19° 50' 28" E 200.00' TO A COMPUTED POINT; 6) S 54° 39' 32" W 100.00' TO A COMPUTED POINT; 7) S 11° 20' 28" E 90.00' TO A COMPUTED POINT; 8) S 00° 09' 32" W 100.00' TO A COMPUTED POINT; 9) S 06° 24' 32" W 100.00' TO A COMPUTED POINT; THENCE LEAVING SAID CENTER OF STONEY CREEK S 09° 53' 17" E 97.13' TO A FOUND IRON ROD A COMMON CORNER OF BLAIR PEARL MCLAUGHLIN AS RECORDED IN DB 3111 PG 57 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE WESTERLY LINE OF BLAIR PEARL MCLAUGHLIN TRACT S 10° 04' 10" E 558.58' TO THE POINT AND PLACE OF BEGINNING. SAID PARCEL CONTAINING 107.67 +/- ACRES.

PARCEL 3 (TAX# 029-111-02) LOCATED IN MALLARD CREEK TOWNSHIP, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND STONE AT THE NORTHEASTERLY CORNER OF ANTHONY CURETON AS RECORDED IN DB 954 PG 122 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS, THENCE WITH THE WESTERLY LINE OF BLAIR PEARL MCLAUGHLIN AS RECORDED IN DB 3111 PG 57 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS N 10° 04' 10" W 558.58' TO FOUND IRON ROD A COMMON CORNER OF PATTERSON DONNIEHUE AS RECORDED IN DB 8391 PG 59; THENCE N 09° 53' 17" W 97.13' TO A COMPUTED POINT IN THE CENTER OF STONEY CREEK: THENCE WITH THE CENTER OF SAID STONEY CREEK FOR THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) N 06°24' 32" E 100.00' TO A COMPUTED POINT; 2) N 00°09' 32" E 100.00' TO A COMPUTED POINT; 3) N 11° 20' 28" W 90.00' TO A COMPUTED POINT; 4) N 54° 39' 32" E 100.00' TO A COMPUTED POINT; 5) N 19° 50' 18" W 200.00' TO A COMPUTED POINT; 6) N 05° 30' 28" W 200.00' TO A COMPUTED POINT; 7) N 01° 54' 32" E 100.00' TO A COMPUTED POINT; 8) N 09° 24' 32" E 100.00' TO A COMPUTED POINT; 9) N 14° 24' 32" E 200.00' TO A COMPUTED POINT AT THE NORTHEASTERLY

CORNER OF FR GLOBAL CHALOTTE LLC AS RECORDED IN DB 35430 PG 262 AND DB 35430 255 TRACT 1 PARCEL 1 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE N 63° 45' 28" W 1528.60' WITH THE NORTHERLY LINE OF SAID FR GLOBAL CHARLOTTE LLC TO A COMPUTED POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE I-485 AS RECORDED IN DB 8310 PG 430 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS AND HAVING A NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROJECT NUMBER OF 8.U674605; THENCE WITH SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE I-485 FOR THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) S 82° 47' 04" E 739.70' TO A FOUND IRON ROD; 2) S 69° 01' 09" E 339.08' TO A FOUND IRON ROD; 3) N 88° 36' 29" E 110.00' TO A FOUND IRON ROD; 4) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1123.24' AN ARC LENGTH OF 539.61' AND A CHORD BEARING AND DISTANCE OF S 53° 40' 03" E 534.44' TO A FOUND IRON ROD; 5) S 38° 58' 21" E 283.42' TO A FOUND IRON ROD; 6) S 33° 09' 17" E 133.92' TO A FOUND IRON ROD AT THE NORTHEASTERLY CORNER OF PATTERSON DONNIEHUE AS RECORDED IN DB 8391 PG 59 AS RECORDED IN MECKLENBURG COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTHERLY LINE OF SAID DONNIEHUE TRACT FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 82° 24' 32" W 176.99' TO A FOUND IRON ROD; 2) S 18° 24' 32" W 1067.03 TO THE POINT AND PLACE OF BEGINNING. SAID PARCEL (TAX# 029-111-02) CONTAINING 14.54 +/- ACRES.

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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 756-758.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 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 28th day of June 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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 759-760.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

BUJALSKI, JULIUSZ WOJCIECH	17.98
DASSIN, ABRAHAM CHUCHU	20.38
FOARD, MERWIN EDESEL &W	1,402.76
GOOD HOUSE INSTALLATIONS INC	95.53
	<hr/>
	1,536.65
	<hr/>

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**; 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 **BROWN GRIER ROAD IMPROVEMENT PROJECT** estimated to be **28,893 sq. ft. (0.66 acre) Fee Simple; 15,659 sq. ft. (0.359 ac.) 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. **201-473-01**, said property currently owned by **Emerald Acres, LLC; Emerald Green Partners, LLC; Tubbercurry Real Estate Ventures, LLC**, and 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 28th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 761.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC