

RESOLUTION TO CLOSE A PORTION OF MCALPINE STATION DRIVE 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 McAlpine Station Drive 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 McAlpine Station Drive 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 AT&T over, upon, and under the area petitioned to be abandoned to access (ingress, egress, and regress), maintain, install, protect, operate, add to, modify, and replace AT&T facilities, the existing facilities are noted on the attached map marked "Exhibit A"; and

WHEREAS, the public hearing was held on the 22nd day of August 2022, and City Council determined that closing a Portion of McAlpine Station Drive 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 August 22, 2022, that the Council hereby orders the closing a Portion of McAlpine Station Drive 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.

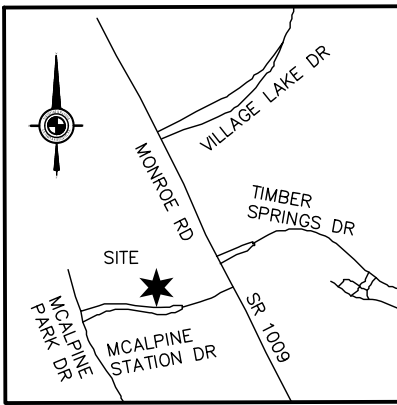
CERTIFICATION

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 181-185.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



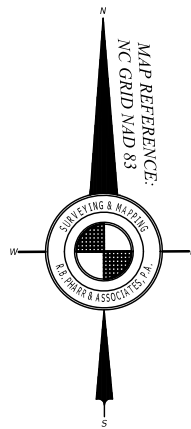
Stephanie C. Kelly, City Clerk, MMC, NCCMC



VICINITY MAP - NTS

August 22, 2022

Resolution Book 53, Page 182



THE McALPINES, LLC
DB 9169 PG 181
PART OF LOT 3
MB 28 PG 233
PID #189-201-27

AREA OF
McALPINE STATION DRIVE
TO BE ABANDONED
4,494 SQ. FT.
0.1032 ACRES

McALPINE PARK DRIVE

McALPINE
STATION
DRIVE

20' PERMANENT
DRAINAGE EASEMENT
MB 53 PG 804

NEW 20' STORM
DRAINAGE EASEMENT

15' PERMANENT
DRAINAGE EASEMENT
MB 53 PG 804

15' CIND SANITARY
SEWER EASEMENT
DB 3820 PG 604

NEW
RIGHT-OF-WAY
LINE

WATERLINE

68' DUKE POWER
COMPANY RIGHT-OF-WAY
DB 4212 PG 804

THE McALPINES, LLC
DB 9169 PG 181
PART OF LOT 3
MB 28 PG 233
PART OF MB 23 PG 196
PID #189-293-52

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: B-1(CD)
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 OCTOBER 27, 2008. JOB NO. 74482.

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



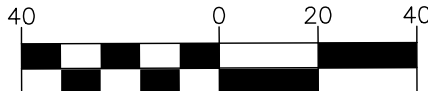
SURVEYOR'S CERTIFICATE

I, C. CLARK NEILSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS.

C. Clark Neilson
C. CLARK NEILSON, NCPLS L-3212 1/10/2022

"EXHIBIT A"
TOTAL AREA TO
BE ABANDONED
4,494 SQ. FT.
OR 0.1032 ACRES

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

REVISION:
TO CHANGE THE
ABANDONMENT PER
CDOT REVIEW
REVISION:
TO ADD WATERLINE

SHEET 1 OF 3

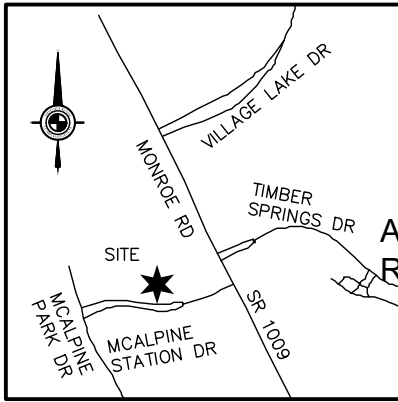
McALPINE STATION DRIVE RIGHT-OF-WAY ABANDONMENT

CITY OF CHARLOTTE
MECKLENBURG COUNTY, NORTH CAROLINA
DEED REFERENCE: PART OF 9169-181
MAP REFERENCE: 28-233, 53-804
TAX PARCEL NO. 189-201-27

R.B. PHARR AND ASSOCIATES, P.A.
SURVEYING AND MAPPING
LICENSE NO. C-1471

969 E. 7th STREET, SUITE 100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

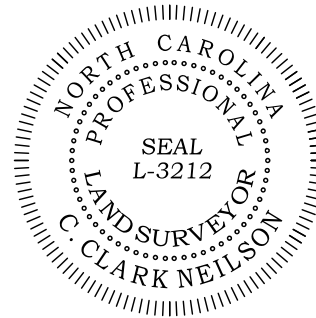
CREW: RBP	DRAWN: TLM	REVISED:	SCALE: 1" = 80'	DATE: 10/6/2021	JOB NO. 93322
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VICINITY MAP - NTS

SURVEYOR'S CERTIFICATE
 I, C. CLARK NEILSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS.
C. Clark Neilson
 C. CLARK NEILSON, NCPLS L-3212
 1/10/2022

August 22, 2022
 Resolution Book 53, Page 183



CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	217.90'	53.37'	S54°21'08"W	53.23'
C2	368.62'	11.32'	S84°18'07"W	11.32'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N69°48'09"E	37.84'
L2	N69°18'37"E	29.61'
L3	S17°08'33"E	5.16'
L4	S50°20'32"W	14.75'
L5	S46°16'03"W	18.58'
L6	S86°40'20"W	48.66'
L7(TIE)	S69°48'09"W	75.50'
L8(TIE)	N54°15'45"W	55.71'
L9(TIE)	S72°05'51"W	55.06'
L10(TIE)	S58°50'08"W	21.97'
L11(TIE)	S25°55'16"W	51.79'
L12(TIE)	N89°53'32"E	77.61'
L13(TIE)	S59°49'21"W	27.52'
L14(TIE)	S73°57'34"W	37.88'

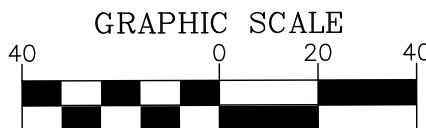
"EXHIBIT A"
TOTAL AREA TO
BE ABANDONED
4,494 SQ. FT.
OR 0.1032 ACRES

NOTES:

1. THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
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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: B-1(CD)
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 OCTOBER 27, 2008, JOB NO. 74482.

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



McALPINE
STATION
DRIVE
 VARIABLE WIDTH
 RIGHT-OF-WAY
 MB 24 PG 173
 MB 53 PG 804

McALPINE PARK DRIVE
 60' PUBLIC RIGHT-OF-WAY
 MB 24 PG 173

AREA OF
 McALPINE STATION DRIVE
 TO BE ABANDONED
 4,494 SQ. FT.
 0.1032 ACRES

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 DB 9169 PG 181
 PART OF LOT 3
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THE McALPINES, LLC
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SHEET 2 OF 3

McALPINE STATION DRIVE
RIGHT-OF-WAY ABANDONMENT

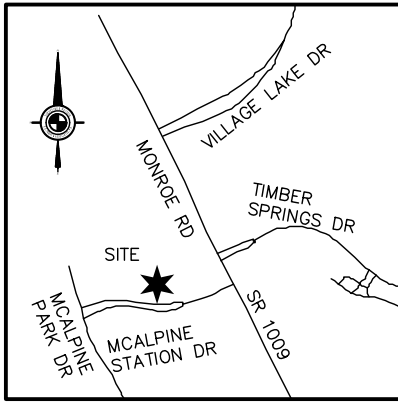
CITY OF CHARLOTTE
 MECKLENBURG COUNTY, NORTH CAROLINA
 DEED REFERENCE: PART OF 9169-181
 MAP REFERENCE: 28-233, 53-804
 TAX PARCEL NO. 189-201-27

R.B. PHARR AND ASSOCIATES, P.A.
 SURVEYING AND MAPPING
 LICENSURE NO: C-1471

969 E. 7th STREET, SUITE 100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

REVISION:
 TO CHANGE THE
 ABANDONMENT PER
 CDOT REVIEW
 REVISION:
 TO ADD WATERLINE

CREW: RBP	DRAWN: TLM	REVISED:	SCALE: 1" = 40'	DATE: 10/6/2021	JOB NO. 93322
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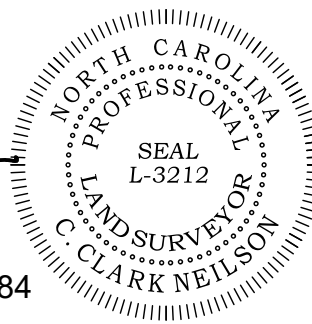
VICINITY MAP - NTS

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C. Clark Neilson
C. CLARK NEILSON, NCPLS L-3212
1/10/2022

August 22, 2022
Resolution Book 53, Page 184



CURVE TABLE:

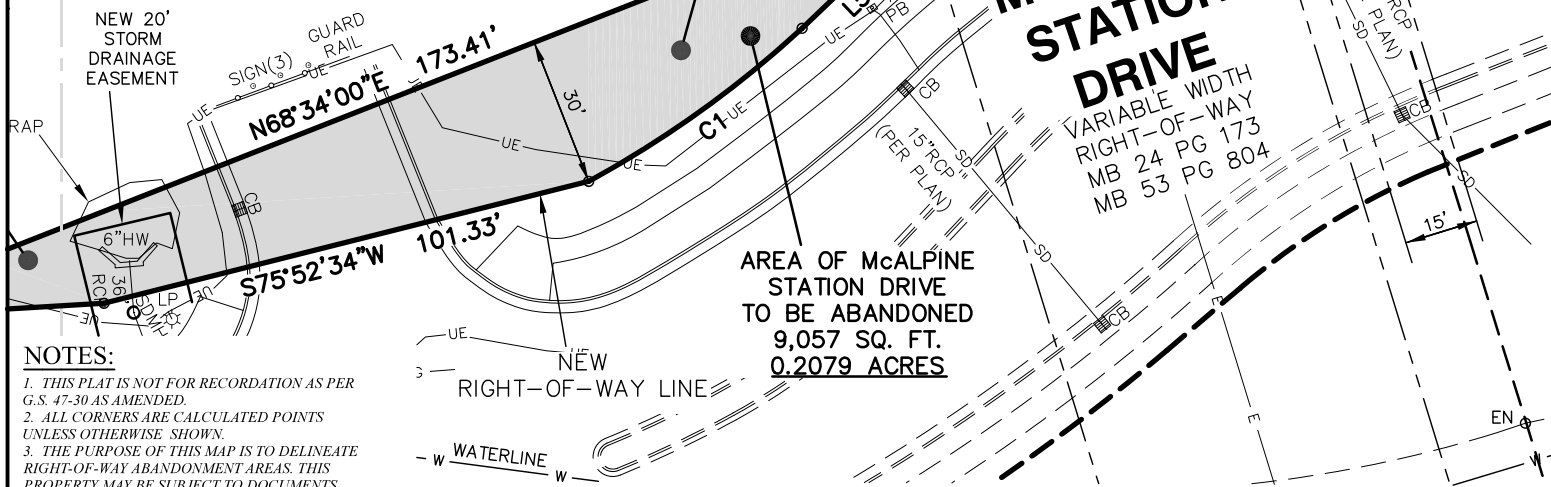
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DB 9169 PG 181
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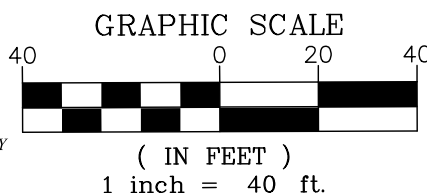


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LEGEND:

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PG. - PAGE
R/W - RIGHT-OF-WAY
RIGHT-OF-WAY TO BE ABANDONED
RIGHT-OF-WAY ADJACENT
PROPERTY LINE



"EXHIBIT A"
TOTAL AREA TO BE ABANDONED
4,494 SQ. FT. OR 0.1032 ACRES

McALPINE STATION DRIVE RIGHT-OF-WAY ABANDONMENT

CITY OF CHARLOTTE
MECKLENBURG COUNTY, NORTH CAROLINA
DEED REFERENCE: PART OF 9169-181
MAP REFERENCE: 28-233, 53-804
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SURVEYING AND MAPPING
LICENSURE NO. C-1471

969 E. 7th STREET, SUITE 100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

REVISION:
TO CHANGE THE
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CREW: RBP	DRAWN: TLM	REVISED:	SCALE: 1" = 40'	DATE: 10/6/2021	JOB NO. 93322
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SHEET 3 OF 3

Close a Portion of McAlpine Station Dr

EXHIBIT B

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:

BEGINNING at a new 1/2" iron rod set in the southeasterly line of The McAlpines, LLC property as described Deed Book 9169, Page 181 of the Mecklenburg County Public Registry, and being depicted as Lot 3 of map Book 28, Page 233 of said registry, said iron being located in the northwesterly margin of the new McAlpine Station Drive alignment (a variable width public right-of-way) and being depicted on Map Book 53, Page 804 of said registry;

thence with the margin of the new alignment of McAlpine Station Drive, the following three (3) bearings and distances:

- 1) North 69°48'09" East, 37.84 feet to a new 1/2" iron rod set;
- 2) North 68°34'00" East, 173.41 feet to a new 1/2" iron rod set;
- 3) North 69°18'37" East, 29.61 feet to a new 1/2" iron rod set;

thence turning and running with a new right-of-way line, the following seven (7) bearings and distances:

- 1) South 17°08'33" East, 5.16 feet to a point;
- 2) South 50°20'32" West, 14.75 feet to a point;
- 3) South 46°16'03" West, 18.58 to a point;
- 4) with a curve to the right, having an arc length of 53.37 feet, a radius of 217.90 feet (chord bearing of South 54°21'08" West and chord distance of 53.23 feet) to a point;
- 5) South 75°52'34" West, 101.33 feet to a point;
- 6) South 86°40'20" West, 48.66 feet to a point;
- 7) with a curve to the left, having an arc length of 11.32 feet, a radius of 368.62 feet (chord bearing of South 84°18'07" West and chord distance of 11.32 feet) to the **POINT OF BEGINNING**, having an area of 4,494 square feet or 0.1032 acres, as shown on a survey by R. B. Pharr & Associates, P. A., dated October 6, 2021, Job No. 93322.

RESOLUTION TO CLOSE A PORTION OF UNOPENED MCADEN 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 Unopened Mcaden 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 Unopened Mcaden 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, the public hearing was held on the 22nd day of August 2022, and City Council determined that closing a Portion of Unopened Mcaden 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 August 22, 2022, that the Council hereby orders the closing a Portion of Unopened Mcaden 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 186-188.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



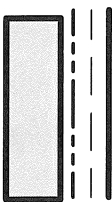
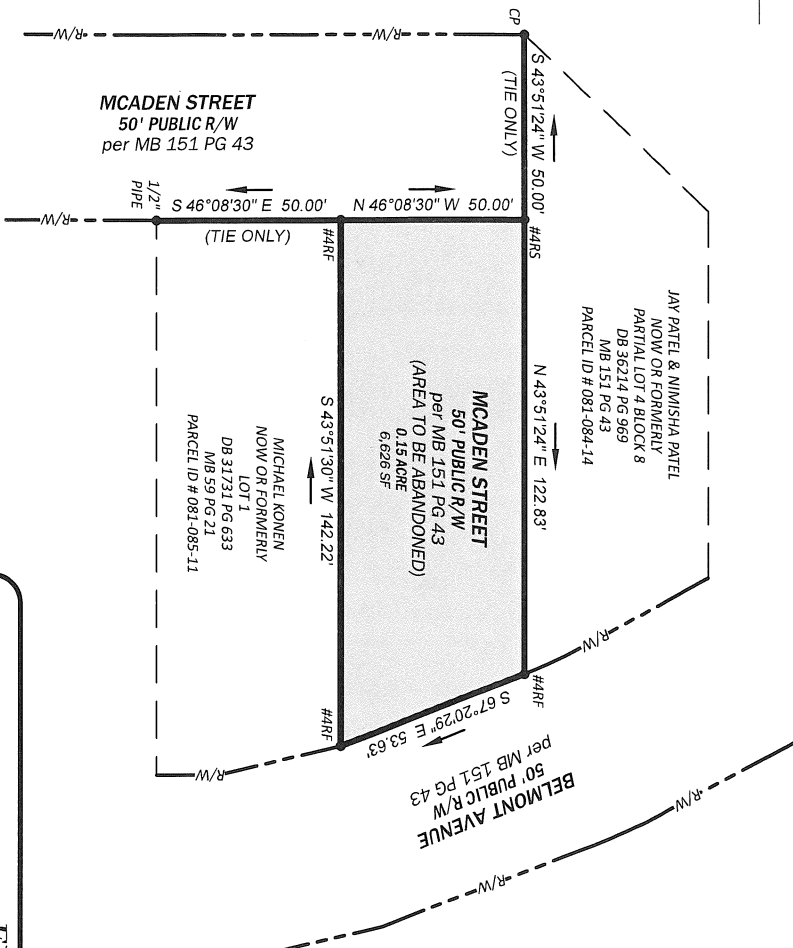
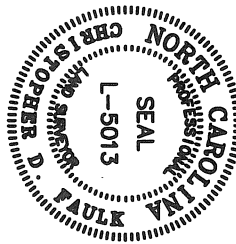
A handwritten signature in cursive script that reads "Stephanie C. Kelly".

Stephanie C. Kelly, City Clerk, MMC, NCCMC

STATE OF NORTH CAROLINA MECKLENBURG COUNTY

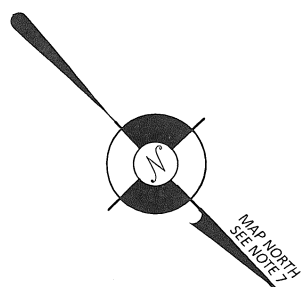
"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 36214, PAGE 969), OR OTHER REFERENCE SOURCE (PAGE 969); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 36214, PAGE 969, OR OTHER REFERENCE SOURCE (PAGE 969); THAT THE RATIO OF PRECISION OR POSITION ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 20TH DAY OF AUGUST 2022.

Christopher D. Faulk
PROFESSIONAL LAND SURVEYOR



LEGEND

- RF REBAR FOUND
- RS REBAR SET
- IPF IRON PIPE FOUND
- IPS IRON PIPE SET
- CP COMPUTED POINT
- R/W RIGHT-OF-WAY
- SF SQUARE FOOT
- MB MAP BOOK
- DB DEED BOOK
- PG PAGE
- FS FRONT SETBACK
- RY REAR YARD SETBACK
- SY SIDE YARD SETBACK
- SSY LINES SURVEYED
- SSY LINES NOT SURVEYED
- SSY RIGHT-OF-WAY
- SSY AREA TO BE ABANDONED



NOTES

1. AREA CALCULATED BY COORDINATE COMPUTATION.
2. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM MECKLENBURG COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
3. IRON RODS AT ALL CORNERS UNLESS NOTED.
4. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY UTILITIES AND RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
6. THIS PLAT IS INTENDED TO BE USED AS A RIGHT OF WAY ABANDONMENT EXHIBIT AND NOT AS A BOUNDARY SURVEY.
7. MAP NORTH IS ESTABLISHED FROM CITY OF CHARLOTTE ENGINEERING DEPARTMENT PROJECT # 513-68-479, PAGE 5 OF 7 DATED JANUARY, 1971.
8. NO NCGS MONUMENT FOUND WITHIN 2000 FEET.

EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT AT PROPERTY KNOWN AS MCADEN STREET

PARCEL ID # 081-085-11 & 081-084-14,
MB 151 PG 43, DB 30676 PG 46 & DB 31731 PG 633
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC

METROLINA
LAND SURVEYING, INC.

8521 CROWN CRESCENT CT,
CHARLOTTE, NC 28227

SURVEYING • MAPPING • PLANNING

P (704) 741-1700
C (980) 721-2353
NC #C-4584 & SC #C-6106

Job No. 018-21-004

Date 8/15/2021

Proj. Mgr. CDF

Drawn CDF

CDP

EXHIBIT "B"

McAden Street Abandonment

Beginning at a point in the South Eastern margin of Belmont Avenue Right of Way at a #4 rebar , thence from the POINT of BEGINNING, S 43°51'30" W a distance of 142.22' to a #4 rebar found, thence, N 46°08'30" W a distance of 50.00' to a #4 rebar set, thence, N 43°51'24" E a distance of 122.83' to a #4 rebar found, thence, S 67°20'29" E a distance of 53.63' to the POINT and PLACE OF BEGINNING; having an area of 6,626 square feet, being 0.15 acres as shown on a survey by Metrolina Land Surveying, dated August 15, 2021.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON AUGUST 22nd, 2022**

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

- WHEREAS, The Charlotte City Council adopted a Sewer Backup Policy around 1990 to govern property damage claims that were the result of a blockage in the city sewer system; and
- WHEREAS, The Sewer Backup Policy is being revised to modernize language and to modify the maximum amount for payment of property damage claims; and
- WHEREAS, The Sewer Backup Policy will have an effective date of January 1, 2022.

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

That the Sewer Backup Policy is hereby approved and ratified and the City Manager, or designees, is authorized to execute same.

Adopted this the 22nd day of August 2022 at Charlotte, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 189-191.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

SEWER BACKUP POLICY

Effective Date. January 1, 2022.

Purpose. The City of Charlotte (“City”), via the Charlotte City Council, adopted this policy to permit the payments of claims for property directly damaged by sewage, where such claims arise from sewer backups originating in the sewer system within the jurisdiction of Charlotte Water, a department of the City (“Charlotte Water System”).

Amount. Up to \$45,000 per incident/occurrence.

Covered Policy. The City may pay the Amount if all of the following has occurred:

1. The cause of the backup occurred in the Charlotte Water System and not in a service line or in the private plumbing system;
2. The backup must not have resulted from the negligent or improper use or operation of the private plumbing system at the premises where the backup occurred;
3. No claimant or property owner may seek payment for any damage covered by insurance;
4. The backup must occur on premises. If the backup occurs on the premises of any other person or business, no payment for any damages will be made.
5. A claimant or property owner has a sewer account with the City that is:
 - a. active with no more than one hundred twenty (120) days delinquent at the time of the backup with any delinquent charges paid in full prior to the payment of any claim under this policy; or
 - b. inactive due to the customer’s request to terminate sewer service at such premises and such account has no unpaid charges which are delinquent by more than one hundred twenty (120) days at the time of the backup, with any delinquent charges paid in full prior to the payment of any claim under this policy;
6. The owner of the premises at which the backup occurred must agree to the installation of a backwater valve in the owner’s plumbing system by a licensed plumber at the City’s expense; and,
7. All claimants and owners of the premises at which the backup occurred must execute a release (i) authorizing the installation of a backwater valve, (ii) accepting full responsibility for maintaining the backwater valve, (iii) relieving the City of any further liability for the sewer backup, and (iv) and addressing any other items between the City and the claimants and owners of the premises.

City Negligence. If the City was negligent in causing the backup or in not discovering the obstruction and preventing the backup, the City will pay for all property damage without limitation but will not pay for Other Types of Losses.

Other Types of Losses. Any consequential damages, incidental damages, personal injury, illness, emotional distress, loss of income, temporary lodging, attorney’s fees, etc. This list is not exhaustive and is only presented for illustrative purposes.

History of Sewer Claims Prior To Adoption of Policy. Before the adoption of this policy in 1992, the City only paid for damages arising from sewer backups when the City's negligence caused the backup or when the backup could have been avoided by reasonable inspection and maintenance by the City. People can and do put many things in the Charlotte Water System which can lead to backups, such as sticks, rocks, rags, and grease. The City's ability to detect and prevent such activity is extremely limited and it is impossible to inspect every foot of the Charlotte Water System often enough to prevent every possible backup.

Courts recognize this enormous problem and do not require operators of sewer systems to be responsible for backups which are caused by others and which could not have been avoided by reasonable operation, inspection and maintenance of a sewer system. Legally, the City, like any operator of a sewer system, is not required to guarantee that sewer backups will never occur. If a backup occurred which reasonable inspection and maintenance would not have prevented, the affected person or business had to bear the full impact of having a house or business flooded with sewage. Consequently, the City was not legally responsible and therefore could not use public funds to pay any portion of the damages for the affected person or business.

The City Council decided that this result, while legally justifiable, is too harsh. While the large majority of sewer backups are not the City's fault, such backups are also not usually the fault of the affected person or business who find sewage in a home or business. The adoption of this policy in 1992 was an effort – the first in North Carolina – to lessen the burden that fell on any person who experienced a sewer backup.

It is against this legal backdrop that the City has decided to offer a higher level of service to its sewer customers than the law requires. If an affected person or business finds sewage in the affected person's home or affected business as a result of a blockage in the Charlotte Water System and the affected person or business or others using the affected person or business's plumbing system have not caused or contributed to that blockage, the City will pay for some, but not all, of the potential loss that may result – even if the City was not responsible for that blockage and could not have prevented the backup by reasonable efforts. The decision to pay for some, but not all, of such damages is a direct consequence of the fact that the City would not otherwise be liable for any of those damages.

**CHARLOTTE, NORTH CAROLINA
CITY COUNCIL**

**RESOLUTION APPROVING AN AMENDED SOURCE OF INCOME PROTECTIONS IN CITY SUPPORTED HOUSING
POLICY**

WHEREAS, it is a City of Charlotte priority to promote opportunities for individuals and families to obtain safe, quality, affordable housing. This includes prioritizing support of affordable housing development to expand access to housing opportunities for low-to-moderate income households and aligning resources and policies that support the use of housing vouchers and other rental subsidies, as recommended by the Housing Charlotte Framework adopted in August 2018 and the Source of Income Ad Hoc Advisory Committee that completed its work in December 2021; and

WHEREAS, rental subsidies, including housing vouchers directly or indirectly funded by the federal government, along with other lawful sources of income, are recognized as an important means of providing access to quality affordable housing for low- and moderate-income households; and

WHEREAS, the City of Charlotte administers programs to increase the development and preservation of affordable housing units and economic development within the city; and

WHEREAS, the City Council of the City of Charlotte determined it to be critical that housing development subsidized with city financial support be available to residents on a non-discriminatory basis regardless of their lawful source of income by approving the Source of Income Protections in City Supported Housing Policy (Policy) on July 11, 2022; and

WHEREAS, the Policy establishes that prospective residential tenants in city supported developments will not be disqualified from renting a housing unit based on a refusal by the housing operator to consider a lawful source of income; and

WHEREAS, the Policy is not intended to require terms that prevent a property owner or manager from determining, in a commercially reasonable and non-discriminatory manner, the ability of a housing applicant to afford to rent a property and other rental eligibility criteria; and

WHEREAS, the City Council of the City of Charlotte desires to amend the Source of Income Protections in City Supported Housing Policy to include enforcement guidelines, and clarify the applicable policy term.

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

1. Approves the attached amended Source of Income Protections in City Supported Housing Policy; and
2. Directs that this resolution be reflected in the minutes of the Charlotte City Council.

This the 22nd day of August, 2022.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 192-197.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Source of Income Protections in City Supported Housing

Policy

It is a City of Charlotte (city) priority to promote opportunities for individuals and families to obtain safe, quality, affordable housing. This includes prioritizing support of affordable housing development to expand access to housing opportunities for low-to-moderate income households and aligning resources and policies that support the use of housing vouchers and other rental subsidies, as recommended by the Housing Charlotte Framework adopted in August 2018 and the Source of Income Ad Hoc Advisory Committee that completed its work in December 2021. Rental subsidies, including housing vouchers directly or indirectly funded by the federal government, along with other lawful sources of income, are recognized as a key means of providing access to quality affordable housing for low- and moderate-income households.

As set forth in this policy, prospective residential tenants in city-supported developments will not be disqualified from renting a housing unit based on a refusal by the housing operator to consider any lawful source of income.

Applicability

- Affordable Housing. All affordable housing developments receiving any city- provided subsidy or financial incentives including conveyance of real estate for the production of affordable housing.
- Market-Rate Housing. Any market-rate housing developed by a master developer or third-party developer(s) as part of a development receiving city infrastructure reimbursement incentives, such as Tax Increment Grants and capital-funded partnerships for infrastructure improvements.

All developments set forth in this Applicability section shall be required to consider housing vouchers and other provable and lawful sources of income as defined herein, and pursuant to the terms of all applicable agreements entered into between the city and the developer.

Non-Applicability

This policy shall not apply to the following housing developments:

- City-supported rezoning requests; and
- Housing with no city support.

Providers of housing with no city support will be encouraged to voluntarily accept tenants with all forms of rental subsidies and lawful sources of income.

Term

The policy will apply to applicable developments for **a term equal to the greater of the incentive period or affordability period as applicable, based on the applicable city incentive agreement.**

Examples of Current Policy Terms:

<u>City-Support Type</u>	<u>Applicable Term</u>
Housing Trust Fund	Affordability Period
Community Development Block Grant (CDBG)	Affordability Period
HOME Investment Partnerships (HOME)	Affordability Period
Land Conveyance (city-owned land for affordable housing)	Ground Lease Term, or Affordability Period

Tax Increment Grants (with for-rent housing)	Greater of Reimbursement Period or Affordability Period (as applicable)
CIP-Funded Infrastructure Partnerships (with for-rent housing)	Greater of Reimbursement Period or Affordability Period (as applicable)

The list in the foregoing table of examples of current policy terms is for illustrative purposes only, is not meant to be all-inclusive, and is subject to change as city programs are added or enhanced, or new funding sources are created or received.

This policy will not apply after the termination of the terms of the city subsidy, ~~or~~ incentive, or applicable affordability period, unless expressly provided for in the incentive agreement.

Enforcement

- The policy will be applicable to the housing owner/provider(s) responsible for making rental eligibility decisions.
- Housing owners/providers will be in violation of this policy if a reason for denying the applicant is an applicant's provable and lawful source of income, including housing vouchers directly or indirectly funded by the federal government. The Policy is not intended to require terms that prevent a property owner/provider from determining, in a commercially reasonable and non-discriminatory manner, the ability of a housing applicant to afford to rent a property.
- Enforcement will be based on complaints and proactive monitoring.
- Residents who believe they have been denied access to housing based on a lawful source of income may initiate a complaint with the city by calling 311 or the Community Relations Committee (CRC).
- Investigations will be conducted by the CRC. The CRC shall receive, initiate, seek to conciliate, and hold hearings on complaints alleging violations of this policy.
- Upon a finding that a violation of this policy has occurred, the following measures will occur:

<u>Violation</u>	<u>Enforcement</u>
First Violation	<ol style="list-style-type: none"> 1. Mandatory compliance training, and housing owner/provider shall be provided 30 days from the date of the confirmed violation to cure the violation without penalty 2. If violation not cured within 30 days of the confirmed violation, housing owner/provider shall pay the applicant denied housing \$100/day until the violation is cured, or 180 days, whichever occurs first 3. If violation not cured by the end of the 180 days referenced in #2 above, housing owner/provider shall be subject to a maximum contractual remedy up to \$23,000* payable to city
Two violations within five years	<ol style="list-style-type: none"> 1. Housing owner/provider shall be provided 30 days from the date of the confirmed violation to cure the violation without penalty 2. If violation not cured within 30 days of the confirmed violation, housing owner/provider shall pay the applicant denied housing \$100/day until the violation is cured, or 180 days, whichever occurs first 3. If violation not cured by the end of the 180 days referenced in #2 above, housing owner/provider shall be subject to a maximum contractual remedy up to \$57,500* payable to city
Three or more violations within seven years	<ol style="list-style-type: none"> 1. Housing owner/provider shall be provided 30 days from the date of the confirmed violation to cure the violation without penalty

	<p>2. If violation not cured within 30 days, housing owner/provider shall pay the applicant denied housing \$100/day until the violation is cured, or 180 days, whichever occurs first</p> <p>3. If violation not cured by the end of the 180 days referenced in #2 above, housing owner/provider shall be subject to a maximum contractual remedy up to \$115,000* payable to city, and the housing owner/provider may be precluded from future contracts with the city</p>
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*Maximum remedies are based on the U.S. Department of Housing and Urban Development's (HUD) maximum civil penalties for Fair Housing Act violations, and will be subject to HUD's published annual inflation adjustments. The remedy amount imposed on the Housing Owner/Provider will be determined by the CRC and will be influenced by factors such as the nature and circumstances of the violation, degree of culpability and history of prior violations.

Reporting Requirements

The housing owner/provider, or its designee as approved by the city, shall provide to the city on an annual basis a report including the number of units rented to households with housing vouchers and other forms of documented rental subsidies, including vouchers directly or indirectly funded by the federal government, and any other such supporting documentation including tenant eligibility criteria as may be requested from the city from time to time in its sole discretion.

Additionally, housing owners/providers shall agree to auditing/testing by the CRC during the term of the policy applicability, and shall preserve all applicant denials and justifications for a least 24 months and make these records available to the city as requested.

Definitions

- **Affordable Housing:** Housing that is predominantly affordable to low and very low-income households at or below 80 percent of Area Median Income (AMI), as published from time to time by the U.S. Department of Housing and Urban Development (HUD).
- **City Subsidies/Incentives:** City-provided financial assistance or subsidized real estate conveyance.
- **City Supported Developments:** Developments with city-provided financial assistance or real estate conveyance for the production or preservation of affordable housing or other public benefit.
- **Housing Voucher:** Any form of rental assistance provided by local, state and federal government sources and established local non-profit organizations, including vouchers directly or indirectly funded by these sources.
- **Market Rate Housing:** Housing development intended to be available at the prevailing market rate.
- **Incentive Agreement:** A contract, award, land conveyance or any other legal agreement between the city and Developer entered into as a condition of the provision of city support.
- **Lawful Source of Income:** Lawful sources of income shall include:
 - Wages from a lawful profession, occupation or job.
 - Any government or private assistance, grant, loan or rental assistance program, including vouchers directly or indirectly funded by the federal government or other rental subsidy programs.
 - Any legal, documented gift, inheritance, pension, annuity, alimony, child support, or other consideration or benefit.

This amended policy shall apply to all applicable city-supported development receiving awards from the city after August 22, 2022.

**RESOLUTION OF THE CHARLOTTE CITY COUNCIL ADOPTING THE
CHARLOTTE STREETS MAP AND CHARLOTTE STREETS MANUAL**

WHEREAS, the Charlotte Streets Map (Streets Map) and Charlotte Streets Manual (Streets Manual) are technical support documents to the Unified Development Ordinance (UDO) that further the goal of creating safe and equitable mobility outlined in the Strategic Mobility Plan and the Charlotte Future 2040 Comprehensive Plan. The UDO references the Streets Map and Streets Manual for key transportation-related regulations.

WHEREAS, in 2019, City Council adopted the initial Streets Map for the areas around the Blue Line in support of the Transit Oriented Development Ordinance. In support of the UDO, the proposed Streets Map has been expanded to include the entire city.

WHEREAS, the Streets Map is a digital map (available at cltgov.me/streetsmap) that shows existing and future collector and arterial streets. The Streets Map also shows future multimodal cross-sections for all arterial streets and provides key information about street classification, streetscape, and curb lines referenced in the UDO.

WHEREAS, the Streets Manual is a technical document that supports the Subdivision, Streets, and Other Infrastructure regulations in the UDO, providing detailed explanations of the content in the digital Streets Map, Access Management and Driveway Design guidelines, rules, and processes for development, and Comprehensive Transportation Review guidelines that modernize transportation-related impacts from development and outlines mitigations.

WHEREAS, the Streets Map and Streets Manual components were included and discussed as part of the Economic Impact Analysis for the UDO.

WHEREAS, city staff undertook a public engagement process consisting of advisory groups, public meetings, solicitation of feedback and comments, to gather input from and educate the community.

WHEREAS, first drafts of the Streets Map and Streets Manual were posted online for public comment from October 2021 through March 2022. Second drafts of both documents were available online for public review and comment from June 3, 2022, through June 30, 2022.

WHEREAS, the City Council hosted a public comment opportunity on the Charlotte Streets Map and Streets Manual during the Business Meeting on July 11, 2022.

WHEREAS, after online public comment periods and the Business Meeting public comment opportunity, city staff recommend the adoption of the Streets Map and Streets Manual.

WHEREAS, the Streets Map and Streets Manual are planned to become effective concurrent with the UDO.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina: The Charlotte Streets Map and Charlotte Streets Manual are hereby adopted this 22nd day of August 2022.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 198-199.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION AUTHORIZING THE LEASE OF CITY PROPERTY TO
ENVISION CHARLOTTE

WHEREAS, the City of Charlotte (“City”) owns approximately 4.5 acres of property, identified as Tax Parcel ID# 081-115-01, zoned I-2, located at 932 Seigle Avenue in Council District 1, formerly known as the City’s Light Vehicle Maintenance Facility, and on which sits a 36,000± square foot warehouse, two parking lots, and other improvements. The City also owns approximately 11.1 acres of property across the street identified as Tax Parcel ID# 081-114-53, zoned I-2, located at 1100 Otts Street in Council District 1, and on which are several parking lots and other improvements;

WHEREAS, Envision Charlotte (“Envision”) is a North Carolina non-profit corporation with a mission to advance entrepreneurship, innovation, and economic mobility in connection with the circular economy, which includes exploring and stimulating the creation of environmentally sustainable and economically friendly activities and products;

WHEREAS, the City and Envision entered into that certain Lease Agreement dated June 28, 2018 (“Original Lease”), as amended November 14, 2019 (“First Amendment”), and in 2021 (“Second Amendment”) for lease of the portions of each of the aforementioned parcels which comprise the 36,000± square foot warehouse and parking lot immediately adjacent thereto as well as two (2) additional parking lots, all as shown on the attached Exhibit A, incorporated herein by reference (the “Property”); and

WHEREAS, Envision desires to continue to lease the Property in connection with its mission and the City desires to support the same;

WHEREAS, parties desire to enter into a Restated Lease Agreement in order to remove terms that are no longer necessary, and to revise terms and conditions that are still relevant, but which require updating;

WHEREAS, said restated lease shall be for a term of five (5) years commencing as of July 1, 2021, for annual rent in the amount of One Dollar; and

WHEREAS, the City has the authority to lease City owned property for such terms and upon such conditions as the City Council may determine pursuant to the City Charter §8.131, the City is convened at a regular meeting and thirty days’ public notice was provided in accordance North Carolina Gen. Stat. §160A-272.

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

The City Council hereby approves the lease of the above-described Property to Envision Charlotte upon the terms and conditions set forth herein, and authorizes the City Manager, or his designee, to execute the same together with any and all instruments necessary to carry out the lease of the Property in conformity herewith.

THIS THE 22nd DAY OF AUGUST 2022.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 200-202.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



August 22, 2022

Resolution Book 53, Page 203

RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF
THE CHARLOTTE TRANSPORTATION CENTER

WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 125-011-14 at 310 East Trade Street in Charlotte, North Carolina more particularly identified as the Charlotte Transportation Center (the "Site"); and

WHEREAS, the Site contains multiple retail suites and Golden Meal, Inc. d/b/a US Fried Chicken desires to lease approximately 632 square feet of the retail area (the "Property") for operation of a restaurant for a five-year term; and

WHEREAS, in consideration of the lease Golden Meal, Inc. has agreed to pay annual rent of \$3,000 a month (\$36,000 per year) for the first year and 3 percent annual rent rate increases thereafter during the lease term; and

WHEREAS, North Carolina General Statute § 160A-272 and Charlotte City Charter § 8.131 give the City the right and option to lease the Property for its own benefit upon such market terms and conditions as it determines; and

WHEREAS, the required notice has been published and City Council is convened in a regular meeting; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to §8.131 of the City of Charlotte Charter, that it hereby authorizes the leases of the above-referenced Property as follows:

THE CITY COUNCIL HEREBY APPROVES THE LEASE OF THE CITY PROPERTY DESCRIBED ABOVE TO GOLDEN MEAL, INC. UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AUTHORIZES THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL INSTRUMENTS NECESSARY TO THE LEASE.

THIS THE 22nd DAY OF August, 2022.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 203.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

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

WHEREAS, N.C. General Statute § 160A-461, "Interlocal cooperation authorized," authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the County of Mecklenburg and the City of Charlotte wish to enter into an Interlocal Agreement, by which the City has agreed to provide certain youth diversion program services funded by Mecklenburg County's Juvenile Crime Prevention Council through funds received from the North Carolina Division of Juvenile Justice, pursuant to the attached Interlocal Agreement;

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

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 204-222.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



State of North Carolina
Mecklenburg County

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

This Contract, entered into as of the first of July 2022 by and between the COUNTY OF MECKLENBURG through its Criminal Justice Services Department, hereinafter referred to as "County", and Charlotte Mecklenburg Police Department, hereinafter referred to as "Vendor".

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

The County and Vendor agree as follows:

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

1.1 **Purpose**

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

1.2 **Effective and Ending Dates**

This Contract shall be effective 07/01/2022 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on 07/01/2022 or the effective date of this Contract, whichever is later, and shall end at midnight, 06/30/2023.

1.3 **Official Payee and Party Representatives**

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

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

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

Name: Elizabeth Swann
Address: 715 E. Fourth Street, Suite 202
City: Charlotte State: NC Zip Code: 28202
Phone: 980-314-1705
E-mail: Elizabeth.Swann@Mecknc.gov

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

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

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

Name: Michael Richardson
Address: 700 E. Fourth Street, 4th Floor
City: Charlotte State: NC Zip Code: 28202
Phone: 980-314-2540
E-mail: Michael.Richardson@MEcklenburgcountync.gov

1.3.3 The name, address, telephone number and e-

2. **INCORPORATION**

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

Exhibit A: Scope of Work

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

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

3. **METHOD AND CONDITION OF PAYMENTS**

3.1 Rates are determined as follows:

CATEGORY	AMOUNT
I. Personnel Services	\$180,955.00
120 - Salaries & Wages	\$129,530.00
180 - Fringe Benefits -	\$51,425.00
II. Supplies & Materials	\$16,217.00
210 - The Diversion Program will purchase cleaning supplies to prevent the spread and transmission of COVID-19	\$525.00
220 – Food & Provisions	\$2,000.00
260 – Office Supplies & Material	\$2,000.00
290 – Other Supplies & Materials	\$11,692.00
III. Current Obligations & Services	\$19,147.00
310 – Travel & Transportation	\$5,947.00
390 - Other Service	\$13,200.00
TOTAL	\$216,319.00

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

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

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

3.4 Payment will be made via electronic funds transfer.

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

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

3.7 The first invoice will be due no later than August 15th for services rendered from July 1- 31, 2022 and will be paid providing the contract has been fully executed.

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

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

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

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

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

4. **AUDIT REQUIREMENTS**

- 4.1 Vendor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

5. **LEGAL RESPONSIBILITIES OF BOTH PARTIES**

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

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

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

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

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

6. **DIGITAL ACCESSIBILITY COMPLIANCE**

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

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

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

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

7. **SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**

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

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

7.5 Data Security

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

The parties shall report a suspected or confirmed security breach to the Vendor's Contract Administrator listed in Section 1.3.1, the Procurement Analyst listed in Section 1.3.4 and the Department Project Manager listed in Section 1.3.3 within twenty-four (24) hours after the breach is first discovered, provided that the party shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

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

8. INDEMNIFICATION

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

9. TREATMENT OF ASSETS

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

- 9.1** Ownership of property purchased by Vendor under the terms of this Contract shall be governed by N.C. Gen. Stat. 160-265, *et. seq.*
- 9.2** Vendor shall provide an annual accounting to County of available property and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.
- 9.3** Property purchased under the terms of this Contract shall be used only for the performance of this Contract. A fixed assets inventory must be kept current by the Vendor.

10. RECORDS AND REPORTS

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

- 10.1** Furnish information to County, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Vendor agrees to submit requested changes to the contract, or approved supporting information, for prior review, as needed or required.
- 10.2** Maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits

continued beyond this period are completed or longer if required by funding source. A fixed assets inventory must be kept current by the Vendor.

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

11. **SUBCONTRACTING**

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

12. **MONITORING AND EVALUATION**

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

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

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

13. **AMENDMENT**

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

14. **SEVERABILITY**

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

15. **WAIVER**

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

16. **NOTICES**

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

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

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

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

N.C. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in

North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Vendor certifies that it and all of its affiliates (if any) collect all required taxes.

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

18. REDUCTION OR NON-APPROPRIATION OF FUNDS

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

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

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

19. CHANGE IN CONTROL

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

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

20. TERMINATION

20.1 Termination Without Cause

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

20.2 Termination With Cause

20.2.1 If, through any cause, the Vendor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the County, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision,

the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Contract, and the County may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to it, County may procure the contract services from other sources and hold the Vendor responsible for payment of any excess cost occasioned thereby.

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

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

20.3 Obligations Upon Expiration or Termination

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

20.4 Authority to Terminate

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

20.5 Cancellation of orders and subcontracts

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

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

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

21. INSURANCE REQUIREMENT – Not required.

22. GOVERNING LAW AND JURISDICTION

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

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

23. FORCE MAJEURE

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

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

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

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

24. CERTIFICATION REGARDING LOBBYING

24.1 No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal Contract, continuation, renewal, amendment or modification of any Federal Contract, grant, loan or cooperative Contract.

24.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative Contract, Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24.3 Vendor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and Contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

24.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG-FREE WORKPLACE

25.1 The County is a drug-free workplace employer. For any employee assigned by the Vendor to provide services under this contract, on behalf of the County, the following shall be required:

25.1.1 Notifying assigned employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and the actions that will be taken against employees for violations of such prohibition;

25.1.2 Notifying each assigned employee that as a condition of the assignment, the employee will be expected to (i) abide by the terms of this provision and (ii) notify the Vendor of any criminal drug statute conviction not later than five (5) days after such conviction;

25.1.3 Notify the County within ten days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;

25.1.4 As a condition of continued assignment with the County provide to the County any measures implemented by the Vendor to address the issues of rehabilitation, counseling or participation in a drug treatment program; and

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

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

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

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

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

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

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

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

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

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

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

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

27. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT – HIPPA

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

29. BUSINESS ASSOCIATE AGREEMENT – Not Applicable

30. CONCLUSION

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

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

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

Vendor	Charlotte Mecklenburg Police Department
Name	
Title	
Signature	
Date	

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

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Exhibit A – Scope of Work

A-1. FOCUS AREA

Youthful Offender Diversion Program

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

A-2. PROGRAM RESPONSIBILITIES OF BOTH PARTIES

A. COUNTY RESPONSIBILITIES

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

B. VENDOR RESPONSIBILITIES

1. The target population consists of boys and girls 6-17 years of age, who are engaging in delinquent or undisciplined behavior, involved with the Juvenile Justice system or at-risk for involvement, and their parent/guardian. Participants who are 18 years of age can participate in programming if the incident occurred when they were 17 years of age.
2. Referrals will be received from NCDPS, the CMPD, School Resource Officers assigned to CMS elementary, middle, and high schools, Huntersville PD, Matthews PD, Mint Hill PD, and Pineville PD.
3. The Diversion program provides an alternative to arrest for first time minor offenses such as simple assault, larceny, trespassing, public affray, communicating threats, disorderly conduct, damage to property, undisciplined, truant, and runaways.
4. Youth accepted in the program will participate in 8-hours of program workshops that will focus on topics such as interpersonal skill building, substance awareness, conflict, theft, and academics.
5. The program expects to serve up to 400 juveniles and 340 parents/guardians.
6. Intake/Admission Process:
 - i. Referrals are received and reviewed for assignment.
 - ii. Vendor will follow up with the referred youth and their parent/guardian to schedule an intake meeting within five days of receiving the referral.
 - iii. During the intake, an assessment is conducted and used to assign youth to specific workshops.
7. Termination: CMPD will made decisions of termination.
 - i. Successful termination – clients who participate in all workshops associated with their assigned program and completes all contacts with their SRO. (95%+)
 - ii. Satisfactory termination – clients who participate in all workshops associated with their assigned program but fail to complete all contacts with their SRO. (80 - 95%)
 - iii. Unsuccessful completion – clients who participate in less than two of the workshops associated with their assigned program and fail to complete all contacts with their SRO, or a client who moves away and is unable to complete the program. (79% and below)
 - iv. Non-compliant – clients who refuse to participate in the programs, commit an offense, or is classified as a runaway and unavailable for participation.

8. Vendor will communicate directly with the referral source and keep them involved with every aspect of the youth initiated the mentoring process.
9. Ensure that funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of funds received. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all funds provided and properly document services rendered and outcomes. Also maintain an ability to send and receive electronic communication
10. Make a good faith effort to include environmental considerations supporting waste reduction, recycling purchase recycled and other environmentally preferable products whenever practical.
11. Employees and/or volunteers of Vendor performing services under this contract must undergo a criminal background check and may be required to submit to drug screening at time of employment and/or random drug screening.
12. Comply with the Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Vendor, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes, etc.) in County, City and Town Buildings; County, City and Town Grounds; County, City and Town Vehicles; the County Park System; and Buildings located within the County Park System.

C. PERFORMANCE STANDARDS

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

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

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

1. Provide by the 5th of each quarter data supporting the measurable objectives outlined below to CJS Project Manager.
 - 80% Clients will have no new complaints with an offense date after the admission date.
 - 80% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.
 - 80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.
 - 70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.
 - 80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

- 80% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.
 - 80% Clients will have no new adjudications for a complaint with an offense date after the admission date.
2. The final quarterly report shall contain information for the quarter and the entire year.
 3. In addition to the above, CJS may require narrative status reports concerning program activities and any other report relative to program activities.
 4. Program success is measured by the number of juveniles referred to the program and the subsequent reduction in first time lower level Juvenile Arrest. Success is also measured by the number of juveniles accepted into the program, the number of juveniles successfully or satisfactorily completing the program, positive interpersonal skill building program outcomes, and low rates of recidivism.

D. Issue Tracking and Escalation:

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

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

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON August 22, 2022**

A motion was made by Egleston and seconded by
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 East W.T. Harris Boulevard (NC 24) and Delta Lake Drive; and,

WHEREAS, the evaluation revealed a history of angle crashes for vehicles exiting from the Delta Lake Drive approaches; and,

WHEREAS, NCDOT has proposed the installation of a directional crossover on East W.T. Harris Boulevard (NC 24) at Delta Lake Drive to restrict left turns from Delta Lake Drive; and,

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

WHEREAS, these infrastructure improvements to mitigate angle-type crashes support the City's Vision Zero Action Plan.

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 improve safety for motorists traveling on East W.T. Harris Boulevard (NC 24) at Delta Lake Drive.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 223.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on August 22, 2022:

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

Members Absent: Johnson, Driggs

* * * * *
* * *

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

**RESOLUTION INTRODUCING AND ADOPTING THE BOND ORDER AUTHORIZING THE
ISSUANCE OF STORM WATER FEE REVENUE BOND ANTICIPATION NOTE OF THE
CITY OF CHARLOTTE, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$125,000,000**

BOND ORDER

WHEREAS, the City of Charlotte, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the “Act”) to issue, subject to the approval of the Local Government Commission of North Carolina (the “LGC”), at one time or from time to time, revenue bond anticipation notes of the City for the purposes specified in the Act; and

WHEREAS, the City has previously issued Storm Water Fee Revenue Bonds under the terms of a General Trust Indenture dated as of May 15, 2000 (the “General Indenture”) between the City and First Union National Bank of North Carolina, the successor to which is U.S. Bank Trust Company, National Association, as trustee (the “Trustee”);

WHEREAS, the City Council of the City (the “City Council”) has determined to issue its Storm Water Fee Revenue Bond Anticipation Note, Series 2022 (the “Bond Anticipation Note”) in an aggregate principal amount not to exceed \$125,000,000 to finance the costs of additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment relating to the operation and maintenance of the storm water facilities located within the jurisdiction of the City (the “Projects”);

WHEREAS, the City will issue the Bond Anticipation Note under the General Indenture and Series Indenture, Number 10 (the “Series Indenture”) between the City and the Trustee; and

WHEREAS, the City and the LGC have arranged for Truist Commercial Equity, Inc. (the “Purchaser”) to purchase the Bond Anticipation Note and advance the funds to finance the Projects under the terms of a Note Purchase and Advance Agreement (the “Purchase Agreement”); and

WHEREAS, an application has been filed with the LGC requesting approval of the Bond Anticipation Note as required by the Act;

NOW, THEREFORE, BE IT ORDERED by the City Council, as follows:

Section 1. The Bond Anticipation Note is authorized and will be issued pursuant to and under the Act and this bond order (this “Bond Order”) in order to raise the money required to finance the Projects, in addition to any funds which may be made available for such purpose from any other source.

Section 2. The aggregate principal amount of the Bond Anticipation Note authorized by this order shall not exceed \$125,000,000. The Bond Anticipation Note hereby authorized will be a special obligation of the City, secured by and paid solely from the proceeds thereof or from Net Revenues (as defined in the General Indenture). The principal of, premium, if any, and interest on the Bond Anticipation Note will not be payable from the general funds of the City, nor will they constitute a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon any of its income, receipts or revenues except the funds which are pledged under the General Indenture. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the Bond Anticipation Note, and no holder of the Bond Anticipation Note has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

Section 3. The issuance of the Bond Anticipation Note by the City, in substantially the form set forth in the Series Indenture, and the provisions of the Series Indenture and the Purchase Agreement with respect to the Bond Anticipation Note (including without limitation the maturities and rate setting mechanisms) are approved and confirmed.

Section 4. The Bond Anticipation Note will be purchased by the Purchaser under the terms of the Purchase Agreement and the proceeds from the sale of the Bond Anticipation Note will be deposited in accordance with the Series Indenture.

Section 5. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions are null and void and deemed separable from the remaining agreements and provisions and in no way affect the validity of any of the other agreements and provisions hereof or of the Bond Anticipation Note authorized hereunder.

Section 6. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Bond Order will take effect immediately on its adoption and pursuant to §159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City Council other than the procedures set out in the Act.

STATE OF NORTH CAROLINA

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SS:

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I, STEPHANIE C. KELLY, the City Clerk of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION INTRODUCING AND ADOPTING THE BOND ORDER AUTHORIZING THE ISSUANCE OF STORM WATER FEE REVENUE BOND ANTICIPATION NOTE OF THE CITY OF CHARLOTTE, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$125,000,000**” adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 22nd day of August, 2022, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 53, Page(s) 224-226.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 22nd day of August, 2022.

Stephanie C. Kelly

STEPHANIE C. KELLY
City Clerk
City of Charlotte, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00 p.m. on August 22, 2022:

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

Members Absent: Johnson/Driggs

* * * * *
* * *

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, FOR THE APPROVAL, EXECUTION AND DELIVERY OF CITY OF CHARLOTTE, NORTH CAROLINA STORM WATER FEE REVENUE BOND ANTICIPATION NOTE, SERIES 2022

WHEREAS, the City of Charlotte, North Carolina (the “City”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the “Act”), to issue, subject to the approval of the Local Government Commission of North Carolina (the “LGC”), at one time or from time to time revenue bond anticipation notes of the City for the purposes specified in the Act;

WHEREAS, the City has previously issued Storm Water Fee Revenue Bonds under the terms of a General Trust Indenture dated as of May 15, 2000 (the “General Indenture”) between the City and First Union National Bank of North Carolina, the successor to which is U.S. Bank Trust Company, National Association, as trustee (the “Trustee”);

WHEREAS, the City Council (the “City Council”) of the City has determined that it is in the best interest of the City to issue its Storm Water Fee Revenue Bond Anticipation Note, Series 2022 (the “Bond Anticipation Note”) in an aggregate principal amount not to exceed \$125,000,000 to finance the costs of additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment relating to the operation and maintenance of the storm water facilities located within the jurisdiction of the City (collectively, the “Projects”);

WHEREAS, the City will issue the Bond Anticipation Note under the General Indenture and a Series Indenture, Number 10 (the “Series Indenture”) between the City and the Trustee;

WHEREAS, Truist Commercial Equity, Inc. (the “Purchaser”) will purchase the Bond Anticipation Note and provide the City with the funding for the Projects on a draw-down basis under the terms of the Series Indenture and a Note Purchase and Advance Agreement (the “Purchase Agreement”) among the City, the Purchaser and the LGC;

WHEREAS, the City Council has considered and recognized that variable interest rate debt

instruments may subject the City to the risk of higher interest rates in the future;

WHEREAS, the City Council believes that a draw-down program as contemplated in the Series Indenture and the Purchase Agreement is superior to a fixed rate financing because it will lower the City's overall cost of capital;

WHEREAS, the City Council wants to (A) retain Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"); (B) approve the Purchaser as the purchaser of the Bond Anticipation Note; (C) retain DEC Associates, Inc., as the financial advisor, and First Tryon Securities, LLC, as the financial consultant; (D) retain U.S. Bank Trust Company, National Association, as trustee and paying agent for the Bond Anticipation Note; and (E) retain such other professionals as the City's Chief Financial Officer determines necessary to carry out the financing contemplated in this Resolution (collectively, the "*Financing Team*");

WHEREAS, the City Council desires to ratify the filing by the City's Chief Financial Officer, or her designee, of an application with the LGC for its approval of the Bond Anticipation Note, on a form prescribed by the LGC, (1) requesting in such application that the LGC approve (a) the negotiation of the sale of the Bond Anticipation Note to the Purchaser and (b) the City's use of the Financing Team and (2) stating in such application such facts and attaching thereto such exhibits in regard to the Bond Anticipation Note and to the City and its financial condition, as required by the LGC, and taking all other action necessary to the issuance of the Bond Anticipation Note;

WHEREAS, copies of the Series Indenture and the Purchase Agreement have been filed with the City and are available for review by the City Council; and

WHEREAS, the City Council has previously determined it is in its best interest to amend the General Indenture to modernize and clarify its provisions and provide appropriate operating flexibility of the storm water system in the future (the "*Amended and Restated General Indenture*") and the City intends to continue to obtain over time the written consent of the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding (as defined in the General Indenture) required under the General Indenture in order to execute and deliver amendments to the General Indenture for certain purposes provided therein and in accordance with the terms and conditions thereof as previously approved by the City Council;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. The issuance of the Bond Anticipation Note by the City in the principal amount not to exceed \$125,000,000, in substantially the form and content set forth in the Series Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the General Indenture and the Series Indenture, is in all respects approved and confirmed. The form and content of the Bond Anticipation Note set forth in the Series Indenture are in all respects approved and confirmed. The provisions of the General Indenture and the Series Indenture with respect to the Bond Anticipation Note (including without limitation the maturities and rate setting mechanisms) are in all respects approved and confirmed and are incorporated herein by reference.

The Bond Anticipation Note will be issued by the City for the purpose of providing funds (1) to finance the costs of the Projects and (2) to pay the costs of issuing the Bond Anticipation Note, all as set out in the documents attached to the City's application to the LGC. The use of the proceeds of the Bond Anticipation Note, as described, is necessary in order to meet the expanding needs of the users of the storm water system and to assure that the storm water system remains in full compliance with all state and federal requirements for the provision of storm water services.

Section 2. The filing by the City's Chief Financial Officer, or her designee, of an application with the LGC requesting its approval of the issuance of the Bond Anticipation Note is in all respects ratified, approved and confirmed. The Financing Team for the Bond Anticipation Note is approved and confirmed.

Section 3. The City Council finds and determines and asks the LGC to find and determine from the City's application and supporting documentation:

- (a) that the issuance of the Bond Anticipation Note is necessary or expedient;
- (b) that the not to exceed stated principal amount of the Bond Anticipation Note is adequate and not excessive for its proposed purpose;
- (c) that the Projects are feasible;
- (d) that the City's debt management procedures and policies are good; and
- (e) that the Bond Anticipation Note can be marketed at a reasonable interest cost to the City.

Section 4. The form and content of the Series Indenture and the exhibits thereto are in all respects approved and confirmed. The Mayor, the City Manager and the Chief Financial Officer, or their respective designees (the "*Authorized Officers*"), are authorized, empowered and directed to execute and deliver the Series Indenture for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate. Execution by the Authorized Officers of the Series Indenture will constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Series Indenture presented to the City Council. From and after the execution and delivery of the Series Indenture, the Authorized Officers, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed.

Section 5. The City requests that the LGC sell the Bond Anticipation Note at private sale without advertisement through negotiation to the Purchaser at such prices as the LGC determines to be in the best interest of the City and pursuant to the terms of the Purchase Agreement, but at an initial interest rate not exceeding 5.00% and thereafter at an interest rate to be set in accordance with the Series Indenture and Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate. Execution by the Authorized Officers of the Purchase Agreement will constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement presented to the City Council. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 6. The City Manager or the City's Chief Financial Officer, or their designees, are hereby authorized to execute a no-arbitrage certificate in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 7. No stipulation, obligation or agreement herein contained or contained in the Bond Anticipation Note, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the Bond Anticipation Note is deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such

officer, agent or employee will be personally liable on the Bond Anticipation Note or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. The Mayor, the City Manager, the Chief Financial Officer, the City Treasurer and the City Debt Manager, or their respective designees, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by (a) this Resolution and the Bond Order, (b) the General Indenture, (c) the Series Indenture and (d) the Purchase Agreement; except that the Authorized Officers are not authorized or empowered to do anything or execute any document which is in contravention, in any way, of (1) the specific provisions of this Resolution or the Bond Order, (2) the specific provisions of the General Indenture, (3) the specific provisions of the Series Indenture, (4) the specific provisions of the Purchase Agreement, (5) any agreement to which the City is bound, (6) any rule or regulation of the City or (7) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 9. The City Council has previously authorized the Authorized Officers to execute, deliver and enter into the Amended and Restated General Trust Indenture for and on behalf of the City if and when the City obtains the requisite written consent of the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding in accordance with the terms and conditions of the General Indenture without need for further City Council authorization, approval or action. The Authorized Officers are further authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to continue to obtain the aforementioned requisite consents to execute, deliver and enter into the Amended and Restated General Trust Indenture.

Section 10. Any and all past acts and doings of the officers of the City that were in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond Anticipation Note and the execution, delivery and performance of the Series Indenture, the Purchase Agreement and the Amended and Restated General Trust Indenture are in all respects ratified, approved and confirmed. Any and all future acts and doings of the officers of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond Anticipation Note and the execution, delivery, performance and on-going administration of the General Indenture, Series Indenture and the Purchase Agreement are in all respects approved and confirmed. Any and all acts of officers of the City authorized by this Resolution may be done individually or collectively.

Section 11. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and will be deemed separable from the remaining agreements and provisions and in no way affect the validity of any of the other agreements and provisions hereof or of the Bond Anticipation Note authorized hereunder.

Section 12. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 13. This Resolution is effective on its adoption.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON AUGUST 22, 2022**

A motion was made by Egleston and seconded by Not Required for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

- WHEREAS, North Carolina General Statute §160A-461 authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and
- WHEREAS, The City of Charlotte and the Mecklenburg Soil and Water Conservation District (the "District") share the goal of educating citizens about the storm drainage system and non-point source pollution in order to influence the behaviors of citizens to positively impact water quality in Mecklenburg County; and
- WHEREAS, the City is willing to provide funding for the Urban Cost-Share Program until June 30, 2023;
- WHEREAS, The City of Charlotte and the District wish to enter into an agreement for the City of Charlotte to provide funding to assist with the District's Urban Cost-Share Program.

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

That the Agreement for the Urban Cost-Share Program between the City of Charlotte and the Mecklenburg Soil and Water Conservation District is hereby approved and ratified and the Director of Charlotte Water and any successor so titled, or her designees, is authorized to execute same.

Adopted this the 22nd day of August, 2022 at Charlotte, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 232.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the _____ (herein called the
"Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem
identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That _____ is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ _____ to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ _____ as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

DATE _____

SEAL



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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 233-234.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON AUGUST 22, 2022**

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

- WHEREAS, the City of Charlotte will reimburse the North Carolina Department of Transportation (NCDOT) for the relocation, adjustment, and improvement of Charlotte Water owned water and sanitary sewer lines located within the NCDOT highway improvements project (Project U-5114), located at the intersection of US 21 Statesville Road and Gilead Road in the Town of Huntersville; and
- WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$1,174,631; and
- WHEREAS, Charlotte Water has programmed funding for said water and sanitary sewer construction; and,
- WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the NCDOT for actual construction costs at the conclusion of the project.

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

That the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the Director of Charlotte Water and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the North Carolina Department of Transportation.

Adopted this the 22nd day of August, 2022 in Charlotte, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 235-235F .

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Executive Summary

Entity: Charlotte Water

County: Mecklenburg

TIP / WBS Element:

TIP: U-5114

WBS Element: 42376.3.1

Scope: The Project consists of UC agreement consisting of Water and Sewer for US 21 Statesville road and Gilead road construct intersection improvement, including bicycle and pedestrian accommodations.

Funding:

Type: Receivable

Total Cost: \$1,174,630.86

Responsibilities:

Adjustment and relocation of utility lines:

The Charlotte Water shall be responsible for water and sewer lines cost.

Upon completion of the utility lines relocation and adjustment covered under this Agreement; the Charlotte Water shall assume normal maintenance operations for these utility lines.

NORTH CAROLINA

UTILITY CONSTRUCTION AGREEMENT (UCA)

MECKLENBURG COUNTY

DATE: 6/24/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: U-5114

AND

WBS Elements: 42376.3.1

CHARLOTTE WATER

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Charlotte Water, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5114, in Mecklenburg County, said plans consist of roadway improvements at the intersection of US 21 Statesville Road and Gilead Road, including bicycle and pedestrian accommodations and water and sewer line relocation in Mecklenburg County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for water and sewer line relocation to be performed by the Department's construction contractor with full reimbursement by the Agency for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department has placed provisions in the construction contract for Project U-5114 Mecklenburg County, for the contractor to adjust and relocate water and sewer lines. The work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

2. The Agency shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Agency is \$1,174,630.86 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Agency shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

3. The Agency shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Agency for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Agency in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

- G. At any time prior to final billing by the Department, the Agency may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Agency shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Agency shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Agency shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Agency upon completion of construction of the project and its acceptance by the Department from its contractor unless the Agency notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- H. The Agency obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- I. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Agency's expense, the Agency binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Agency by authority duly given.

L.S. ATTEST: CHARLOTTE WATER
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Charlotte Water

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
CRESSWIND CHARLOTTE – PHASE 9 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 meeting that is accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 6:30 p.m. on September 26, 2022.

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

LEGAL DESCRIPTION

BEGINNING AT A STEEL ROD FOUND, THE SOUTHWEST CORNER OF THE BILLY D. DILLARD DEED 9987-141 AS RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE; SAID STEEL ROD FOUND BEING S64-14-58E 149.33' FROM A 1-1/2" PIPE FOUND, THE SOUTHWEST CORNER OF THE BILLY D DILLARD DEED:22596-283 AS RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE; THENCE FROM SAID POINT OF BEGINNING S29-56-01W 907.30' WITH THE WESTERN LINE OF THE UNION ELECTRIC MEMBERSHIP CORPORATION PROPERTY DEED:31520-699 AS RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE TO AN IRON SET, THE SOUTHWESTERN CORNER OF THE UNION ELECTRIC MEMBERSHIP CORPORATION PROPERTY DEED:31520-699; THENCE WITH THE SOUTHERN LINE OF THE UNION ELECTRIC MEMBERSHIP CORPORATION PROPERTY DEED:31520-699 S73-15-33E 820.80' TO A #4 REBAR SET; THENCE S73-15-33E 23.67' TO A POINT ON THE WESTERN RIGHT-OF-WAY OF ROCKY RIVER CHURCH ROAD (SR2810); THENCE 8 CALLS WITH THE WESTERN RIGHT-OF-WAY OF ROCKY RIVER CHURCH ROAD (SR2810) 1) S23-35-43W 21.77' TO A POINT; 2) S22-48-55W 124.06' TO A POINT; 3) S21-58-46W 175.70' TO A POINT; 4) S21-26-34W 85.68' TO A POINT; 5) S20-36-00W 118.48' TO A POINT; 6) S19-54-54W 83.69' TO A POINT; 7) S19-34-00W 60.10' TO A POINT; 8) S17-47-52W 60.10' TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF ROCKY RIVER CREEK N59-13-28W 22.36' TO A #4 REBAR SET; THENCE N59-13-28W 238.16' TO A #4 REBAR SET IN THE RIGHT-OF-WAY OF SUPERB LANE; THENCE N18-44-41E 30.08' TO A 1-1/2" STEEL ROD FOUND, A CORNER OF THE KH MINT HILL LLLP PROPERTY AS SHOWN IN DEED 32948-519 AND RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE; THENCE WITH A NORTHERN LINE OF THE KH MINT HILL LLLP PROPERTY 3 CALLS; 1) N59-03-36W 913.15' TO A 1/2" PIPE FOUND; 2) N59-01-29W 193.35' TO A POINT FOUND; 3) B60-58-46W 46.26' TO A 1" PIPE FOUND; AN ANGLE POINT IN THE CRESSWIND HOMEOWNERS ASSOCIATION, INC., PROPERTY DEED:36766-135;

THENCE WITH THE EASTERN LINE OF THE CRESSWIND HOMEOWNERS ASSOCIATION, INC., PROPERTY N31-38-12E 1541.01' TO A #4 REBAR FOUND, A CORNER IN THE SOUTHERN LINE OF THE HARLEN H. BOGGS & BETTY A BOGGS PROPERTY AS RECORDED IN DEED:2578-292 IN THE MECKLENBURG REGISTER OF DEEDS OFFICE THE NORTHEAST CORNER OF THE HARLEN H. BOGGS & BETTY A BOGGS PROPERTY ON THE SOUTHERN RIGHT-OF-WAY OF CAMP STEWART ROAD (SR#2808); THENCE 3 CALLS ON THE RIGHT-OF-WAY OF CAMP STEWART ROAD; 1) S54-14-58E 24.68' TO A POINT; 2) S56-43-27E 42.82' TO A POINT; 3) S59-25-17E 38.71' TO A POINT; 4) S61-33-04E 29.82' TO A POINT ON THE NORTHERN LINE OF THE NORTHWEST CORNER OF THE BILLY D DILLARD PROPERTY AS SHOWN IN DEED:22596-283; THENCE WITH THE WESTERN LINE OF THE BILLY D DILLARD PROPERTY DEED:22596-283; THENCE WITH THE WESTERN LINE OF THE BILLY D DILLARD PROPERTY S29-52-14W 312.27' TO A 1-1/2" PIPE FOUND, THE SOUTHWESTERN CORNER OF THE BILLY D. DILLARD DEED 9987-141; THENCE WITH THE SOUTHERN LINE OF THE BILLY D DILLARD PROPERTY; S64-14-58E 149.33' TO A STEEL ROD FOUND, THE POINT OF BEGINNING CONTAINING 27.743 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 236-237.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
GARRISON ROAD INDUSTRIAL PHASE 1 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 meeting that is accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 6:30 p.m. on September 26, 2022.

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

LEGAL DESCRIPTION

Commencing at an existing NGS Monument "Horton" having NC Grid NAD 83 (2011) coordinates of N:530,272.85; E:1,411,689.07; thence South 35°55'12" West a horizontal ground distance of 3296.99 feet to an existing 1/2" iron rod, situated at the southeasterly corner of the lands of Sheri S. Higgins as described in Deed Book 27004, Page 414, all Deed and Map Books are recorded in the Mecklenburg County Public Register of Deeds and shown as Lot 1 on Map Book 53, Page 849, with the westerly line of the lands of SL Horton Road, LLC as described in Deed Book 32765, Page 3 and shown on Map Book 67, Page 940, and being the Point of Beginning; thence along the aforesaid westerly line South 18°06'52" West a distance of 47.91 feet to an existing 1/2" iron rod, situated on the northerly line of the lands of Mecklenburg County as described in Deed Book 23229, Page 795; thence along the northerly and westerly line of the aforesaid lands for the following three (3) courses and distances; 1) South 62°48'43" West a distance of 374.51 feet to an existing 1/2" iron pipe in stone; 2) South 08°13'58" West a distance of 334.59 feet to an existing 1/2" iron rod; 3) South 07°55'26" West a distance of 446.65 feet to a new 1/2" iron rod, situated on the northerly line of the lands of Mecklenburg County as described in Deed 14350, Page 408 and shown as Tract 4 on Map Book 38, Page 521; thence along the northerly and westerly line of the aforesaid lands for the following three (3) courses and distances; 1) South 65°39'50" West a distance of 476.74 feet to an existing 1" iron pipe; 2) South 00°21'51" West a distance of 33.01 feet to a point; 3) South 03°49'24" West a distance of 790.26 feet to point, situated on the northerly line of the lands of Mecklenburg County as described in Deed 14350, Page 402 and shown as Tract 1 on Map Book 60, Page 524, said point also lying the centerline of a Beaverdam Creek Tributary Before a Creek Restoration Project was completed; thence along the centerline of a aforesaid Creek for the following sixty-six (66) courses and distances; 1) South 61°52'30" West a distance of 21.86 feet to a point; 2) South 34°14'26" West a distance of 37.79 feet to a point; 3) South 35°21'12" West a distance of 39.94 feet to a point; 4) South 57°51'47" West a distance of 15.09 feet to a point; 5) South 69°43'33" West a distance of 38.37 feet to a point; 6) South 56°23'25" West a distance

of 27.82 feet to a point; 7) South 42°56'59" West a distance of 35.37 feet to a point; 8) South 26°25'01" West a distance of 26.50 feet to a point; 9) South 24°16'42" West a distance of 23.66 feet to a point; 10) South 31°04'55" West a distance of 22.80 feet to a point; 11) South 40°25'22" West a distance of 37.98 feet to a point; 12) South 73°40'13" West a distance of 51.14 feet to a point; 13) South 64°09'30" West a distance of 40.74 feet to a point; 14) South 40°36'03" West a distance of 28.91 feet to a point; 15) South 74°20'12" West a distance of 44.21 feet to a point; 16) South 72°48'31" West a distance of 30.08 feet to a point; 17) South 55°35'40" West a distance of 58.20 feet to a point; 18) South 72°24'52" West a distance of 28.76 feet to a point; 19) North 88°55'42" West a distance of 19.29 feet to a point; 20) South 79°35'15" West a distance of 40.95 feet to a point; 21) South 74°29'47" West a distance of 42.68 feet to a point; 22) South 82°25'17" West a distance of 35.24 feet to a point; 23) South 87°34'45" West a distance of 35.00 feet to a point; 24) South 69°30'16" West a distance of 46.29 feet to a point; 25) South 58°17'21" West a distance of 28.40 feet to a point; 26) South 60°00'38" West a distance of 38.72 feet to a point; 27) South 88°24'05" West a distance of 36.24 feet to a point; 28) South 62°22'42" West a distance of 25.40 feet to a point; 29) South 53°01'10" West a distance of 42.90 feet to a point; 30) South 73°05'56" West a distance of 35.76 feet to a point; 31) South 82°09'06" West a distance of 31.22 feet to a point; 32) South 48°57'39" West a distance of 22.89 feet to a point; 33) South 60°40'05" West a distance of 22.22 feet to a point; 34) North 54°16'57" West a distance of 8.89 feet to a point; 35) North 54°09'07" West a distance of 25.86 feet to a point; 36) South 88°33'57" West a distance of 11.78 feet to a point; 37) South 26°18'53" West a distance of 19.85 feet to a point; 38) South 01°43'25" East a distance of 27.11 feet to a point; 39) South 24°01'33" East a distance of 30.87 feet to a point; 40) South 04°13'48" East a distance of 35.27 feet to a point; 41) South 01°17'43" West a distance of 48.05 feet to a point; 42) South 01°27'34" West a distance of 41.93 feet to a point; 43) South 42°41'04" West a distance of 29.24 feet to a point; 44) North 83°45'09" West a distance of 36.57 feet to a point; 45) South 52°58'59" West a distance of 28.45 feet to a point; 46) South 33°50'58" West a distance of 15.81 feet to a point; 47) South 32°11'15" West a distance of 34.02 feet to a point; 48) South 29°08'15" West a distance of 55.81 feet to a point; 49) South 69°51'53" West a distance of 41.49 feet to a point; 50) North 83°00'18" West a distance of 38.84 feet to a point; 51) South 65°15'39" West a distance of 24.88 feet to a point; 52) South 39°06'44" West a distance of 29.53 feet to a point; 53) South 54°37'10" West a distance of 44.03 feet to a point; 54) South 83°09'17" West a distance of 41.92 feet to a point; 55) South 84°59'27" West a distance of 41.19 feet to a point; 56) South 80°43'42" West a distance of 17.57 feet to a point; 57) South 51°20'01" West a distance of 28.57 feet to a point; 58) South 09°20'48" East a distance of 25.17 feet to a point; 59) South 21°04'31" East a distance of 28.12 feet to a point; 60) South 30°59'52" East a distance of 32.57 feet to a point; 61) South 16°05'29" West a distance of 41.85 feet to a point; 62) South 23°16'03" West a distance of 34.06 feet to a point; 63) South 57°45'09" West a distance of 28.63 feet to a point; 64) North 88°37'24" West a distance of 34.00 feet to a point; 65) South 66°19'10" West a distance of 12.92 feet to a point; 66) South 37°49'21" West a distance of 19.31 feet to a point, situated on the northerly line of the lands of Mecklenburg County as described in Deed 24799, Page 269; thence continue along the aforesaid centerline of Beaverdam Creek Tributary and along the northerly and westerly line of the aforesaid lands for the following four (4) courses and distances; 1) South 37°53'34" West a distance of 7.88 feet to a point; 2) South 31°07'49" West a distance of 38.98 feet to a point; 3) South 27°39'41" West a distance of 79.42 feet to a point; 4) South 32°22'55" West a distance of 32.11 feet to a point; thence departing the aforesaid Creek and along the northerly line of the lands of Dixie River Land Company, LLC as described in Deed Book 12722, Page 642, North 86°01'45" West a distance of 785.89 feet to a new 1/2" iron rod, situated on the easterly line of the lands of Berewick Homeowners Association, Inc. as described in Deed Book 33446, Page 264 and shown as Common Open Space 3 on Map Book 56, Page 899; thence along the

easterly line of the of the aforesaid lands, also as shown on Map Book 59, Page 134 for the following three (3) courses and distances; 1) North 34°50'03" West a distance of 224.30 feet to an existing 1/2" iron rod; 2) North 17°29'59" West a distance of 66.01 feet to a new 1/2" iron rod; 3) North 12°28'44" West a distance of 285.12 feet to an existing 1/2" iron rod, situated on the southerly line of the lands of Onsite Holdings, LLC as described in Deed Book 27099, Page 305; thence along the easterly line of the aforesaid lands North 12°05'17" West a distance of 257.76 feet to an existing 1" iron pipe, situated on the situated on the southerly line of the lands of Bernie Wallace Grier as described in Deed Book 1154, Page 397 and Deed Book 1604, Page 496; thence along the easterly line of the aforesaid lands for the following three (3) courses and distances; 1) North 11°57'34" West a distance of 147.30 feet to an existing 1/2" iron rod; 2) North 14°34'32" West a distance of 216.27 feet to an existing 1/2" iron rod; 3) North 12°10'58" East a distance of 625.10 feet to an existing 1" iron pipe, situated on the southerly line of the lands of Henrietta and Margaret Woodard as described in Deed Book 1604, Page 593; thence along the easterly line of the aforesaid lands North 13°12'31" East a distance of 199.82 feet to a new 1/2" iron rod, situated on the southerly line of the lands of Kyle Short as described in Deed Book 31692, Page 83; thence along the easterly line of the aforesaid lands and along the easterly line of the lands of Lachelle M. and Phillip J. Crosby as described in Deed Book 31140, Page 5 for the following two (2) courses and distances; 1) North 10°29'53" East a distance of 203.65 feet to an existing 1" iron pipe; 2) North 15°16'43" East a distance of 312.98 feet to a new 1/2" iron rod, situated on the southerly line of the lands of Crescent River District, LLC as described in Deed Book 35876, Page 75 and shown on Map Book 37, Page 511; thence along the aforesaid southerly line South 83°21'41" East passing an existing 1/2" iron rod at 1270.53 feet, for a total distance of 1299.86 feet to an existing nail, situated in the centerline of Garrison Road (an assumed 60' public right-of-way) as shown on Map Book 33, Page 513; thence along the aforesaid centerline for the following two (2) courses and distances; 1) North 37°42'01" East a distance of 74.34 feet to an existing nail; 2) North 34°41'23" East a distance of 967.46 feet to an existing nail, situated on the southerly line of the lands of Dreamstatus Living Trust as described in Deed Book 27556, Page 198; thence along the southerly, easterly and northerly line of the aforesaid lands for the following four (4) courses and distances; 1) South 58°23'45" East a distance of 420.00 feet to an existing 1/2" iron rod; 2) North 34°34'34" East a distance of 105.01 feet to an existing 1/2" iron rod; 3) North 45°40'43" East a distance of 105.01 feet to an existing 1/2" iron rod; 4) North 58°25'32" West a distance of 420.00 feet to an existing 1/2" iron rod; 5) North 57°32'29" West a distance of 14.97 feet to an existing nail, situated in the centerline of Garrison Road (an assumed 60' public right-of-way) as shown on Map Book 53, Page 849; thence along the aforesaid centerline North 47°06'35" East a distance of 558.23 feet to a new nail, situated on the southerly line of the lands of Robert L. Sr. and Eva C. Swaney as described in Deed Book 5744, Page 479; thence along the southerly line of aforesaid lands for the following two (2) courses and distances; 1) South 48°00'40" East a distance of 471.82 feet to an existing 1" iron pipe; 2) South 88°04'12" East a distance of 81.73 feet to an existing 5/8" iron pipe, situated on the westerly line of the lands of Sheri S. Higgins as described in Deed Book 27004, Page 414 and shown as Lot 1 on Map Book 53, Page 849; thence along the southerly line of the aforesaid lands South 67°24'49" East a distance of 503.41 feet to the Point of Beginning, Containing 6,520,931 square feet or 149.7000 acres, as shown on a survey prepared by Cloninger Surveying and Mapping, PLLC dated April 16, 2021 (File No. 1016).

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 238-241.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
ORCHARD CREEK 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 meeting that is accessible via the Government Channel, the City's Facebook page, or the City's YouTube page at 6:30 p.m. on September 26, 2022.

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

LEGAL DESCRIPTION

Commencing at N.G.S. Monument "M 047", having North Carolina State Plane Coordinates of N:552,018.57 E:1,489,585.82 (NAD83/2011, CF:0.99984615); thence with a bearing of S 70°05'51" E and a distance of 337.52' to a point in Plaza Rd Extension (S.R. 2803), being the point of BEGINNING; thence with a bearing of N 18°21'39" E and a distance of 41.11' (passing an existing pipe at 35.40') to a point near a rebar, being on the existing city limits line; thence with the existing city limits line with a bearing of S 85°00'32" E and a distance of 193.81' to an existing rebar; thence with the existing city limits line with a curve to the left having a radius of 3785.00' and an arc length of 1634.34', and being chorded by a bearing of N 82°35'56" E and a distance of 1621.67' to an existing rebar; thence with the existing city limits line with a curve to the left having a radius of 3785.00' and an arc length of 827.30', and being chorded by a bearing of N 64°45'15" E and a distance of 825.65' to a point; thence with the existing city limits line with a bearing of N 58°17'36" E and a distance of 11.32' to a point; thence with the existing city limits line with a bearing of N 58°17'36" E and a distance of 251.22' to a point on the common line of the property of Mecklenburg County (now or formerly) recorded in Deed Book 20094, Page 573; thence following the common line thereof and with the existing city limits line with a bearing of S 41°59'49" E and a distance of 429.60' to a point in Plaza Rd Extension; thence following ten (10) lines within Plaza Rd Extension: (1) with a bearing of S 22°15'14" W and a distance of 891.86' to a point; (2) with a bearing of S 27°40'41" W and a distance of 357.49' to a point; (3) with a bearing of S 58°16'16" W and a distance of 229.47' to a point; (4) with a bearing of S 85°54'30" W and a distance of 203.88' to a point; (5) with a bearing of N 67°09'37" W and a distance of 1459.46' to a point, being the common corner of the property of GCAM Grier Meadows LLC (now or formerly) recorded in Deed Book 35399, Page 705, said point also being on the existing city limits line; (6) with the existing city limits line a bearing of N 66°37'38" W and a distance of 402.20' to a point; (7) with the existing city limits line a bearing of N 67°00'16" W and a distance of 144.35' to a point; (8) with the existing city limits line a bearing of N 69°56'49" W and a distance of 137.39' to a point; (9) with the existing city limits line a bearing of N 74°35'00" W and

a distance of 110.52' to a point; (10) with the existing city limits line a bearing of N 79°17'30" W and a distance of 88.25' to a point; being the point of BEGINNING, having an area of 47.205 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 242-243.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



A handwritten signature in black ink that reads 'Stephanie C. Kelly'. The signature is written in a cursive style with a large, stylized 'S' and 'K'.

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Resolution – Battle of McIntyre’s Farm Monument

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the structure known as the “Battle of McIntyre’s Farm Monument” (associated with the property listed under Tax Parcel Number 03711605, and including the monument in its entirety and a twenty-four (24) foot radius of land immediately surrounding the monument, measured in each direction from the central point of the monument, all as associated with the property listed under Tax Parcel Number 03711605 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as an Historic Landmark. The monument is associated with property located at 5801 Beatties Ford Road in Charlotte, N.C., near the intersection of Beatties Ford Road and McIntyre Avenue, and owned by Mecklenburg County.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the structure known as the “Battle of McIntyre’s Farm Monument” (associated with the property listed under Tax Parcel Number 03711605, and including the monument in its entirety and a twenty-four (24) foot radius of land immediately surrounding the monument, measured in each direction from the central point of the monument, all as associated with the property listed under Tax Parcel Number 03711605 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as an Historic Landmark.

The public will take notice that, pursuant to § 160D-946, as amended, of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the question of designating as a historic landmark the structure known as the “Battle of

McIntyre's Farm Monument" as set forth below to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, October 10, 2022, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the "Battle of McIntyre's Farm Monument" historic designation.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 244-245.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



A handwritten signature in cursive script that reads 'Stephanie C. Kelly'.

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Resolution – Franks House

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the property known as the “Franks House” (listed under Tax Parcel Number 07306312 and including the exterior of the building and the land listed under Tax Parcel Number 07306312 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as an Historic Landmark. The property is located at 305 Dunbar Street in Charlotte, North Carolina, and is owned by Rivafinoli Partners LLC.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the “Franks House” (listed under Tax Parcel Number 07306312 and including the exterior of the building and the land listed under Tax Parcel Number 07306312 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as an Historic Landmark.

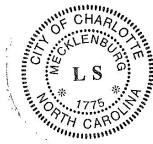
The public will take notice that, pursuant to § 160D-946, as amended, of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the question of designating as a historic landmark the property known as the “Franks House” as set forth below to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, October 10, 2022, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street;

Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the “Franks House” historic designation.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 246-247.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Resolution – Williams Memorial Presbyterian Church Wall and Marker

A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of adopting an ordinance for the structures known as the “Williams Memorial Presbyterian Church Wall and Marker” (associated with the property listed under Tax Parcel Number 04117101, and including the wall in its entirety, as well as a twenty (20) foot wide strip of land abutting each side of the wall, running for the entire length of each segment of the wall, and the marker in its entirety, as well as a twenty (20) foot radius of land immediately surrounding the marker, all as associated with the property listed under Tax Parcel Number 04117101 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as Historic Landmarks. The structures are associated with property located at 4700 Beatties Ford Road in Charlotte, N.C. and owned by Williams Memorial Presbyterian Church, Inc.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the structures known as the “Williams Memorial Presbyterian Church Wall and Marker” (associated with the property listed under Tax Parcel Number 04117101, and including the wall in its entirety, as well as a twenty (20) foot wide strip of land abutting each side of the wall, running for the entire length of each segment of the wall, and the marker in its entirety, as well as a twenty (20) foot radius of land immediately surrounding the marker, all as associated with the property listed under Tax Parcel Number 04117101 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2022) as an Historic Landmark.

The public will take notice that, pursuant to § 160D-946, as amended, of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the question of designating as a historic landmark the property known as “Williams Memorial Presbyterian Church Wall and Marker” as set forth below to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, October 10, 2022, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the “Franks House” historic designation.

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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 248-249.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE AN ALLEYWAY OFF RIDGECREST AVENUE AND ELLSWORTH ROAD in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Ashworth Rd, LLC has filed a petition to close an Alleyway off Ridgecrest Avenue and Ellsworth Road in the City of Charlotte; and

Whereas, an Alleyway off Ridgecrest Avenue and Ellsworth Road containing 3,689 square feet or 0.085 acres as shown in the map marked “Exhibit A” and are more particularly described by metes and bounds in the document marked “Exhibit B” all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 22, 2022, that it intends to close an Alleyway off Ridgecrest Avenue and Ellsworth Road and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of an Alleyway off Ridgecrest Avenue and Ellsworth Road, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 26th day of September 2022 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. The meeting will be accessible in person and via <https://charlottenc.legistar.com/Calendar.aspx>. All interested parties are invited to present comments at the public hearing regarding the closure of an Alleyway off Ridgecrest Avenue and Ellsworth Road. To speak at the public hearing, please all the City Clerk’s office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>. Alternatively, comments of 350 words or less on the subject of the public hearing may be submitted to the City Clerk’s Office at cityclerk@charlottenc.gov, between publication of this notice and 24 hours prior to the scheduled time for the beginning of the public hearing. Anyone requiring special accommodations when calling into the meeting and/or if you require information to be provided in an alternative format, please email charlotteada@charlottenc.gov or call 704-336-5271.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 250-251.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



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

Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE THE OLD ALIGNMENT OF RIDGE ROAD in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, J. Alton and Brenda M. Steward Living Trust has filed a petition to close an Alleyway off Ridgecrest Avenue and Ellsworth Road in the City of Charlotte; and

Whereas, the Old Alignment of Ridge Road containing 19,885.1 square feet or 0.456 acres as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 22, 2022, that it intends to close the Old Alignment of Ridge Road and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of the Old Alignment of Ridge Road, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 26th day of September 2022 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. The meeting will be accessible in-person and via <https://charlottenc.legistar.com/Calendar.aspx>. All interested parties are invited to present comments at the public hearing regarding the closure of the Old Alignment of Ridge Road. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>. Alternatively, comments of 350 words or less on the subject of the public hearing may be submitted to the City Clerk's Office at cityclerk@charlottenc.gov, between publication of this notice and 24 hours prior to the scheduled time for the beginning of the public hearing. Anyone requiring special accommodations when calling into the meeting and/or if you require information to be provided in an alternative format, please email charlotteada@charlottenc.gov or call 704-336-5271.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 252-253.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



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 22nd day of August 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 254-255.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

August 22, 2022

Resolution Book 53, Page 255

Taxpayers and Refunds Requested

PATEL, PADMAABEN C.	\$384.91
RITZ, KATHLEEN	\$350.93
ROBINSON, GLYNIS	\$276.82
ROYAL DENTAL ASSOCIATES	\$1,485.50
TVS SUPPLY CHAIN SOLUTIONS NORTH AMERICA INC	\$987.60
	<hr/>
	\$3,485.76
	<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 the **IRWIN BASIN TRIBUTARY TO REMOUNT ROAD SEWER REPLACEMENT EASEMENT** 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 **IRWIN BASIN TRIBUTARY TO REMOUNT ROAD SEWER REPLACEMENT EASEMENT** Project estimated to be:

134 sq. ft. (0.003 ac.) in Sanitary Sewer Easement
370 sq. ft. (0.01 ac.) in 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. 145-014-02**; said property currently owned by **Emma Young and/or her Heirs** 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 256.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **Little Hope Creek Sanitary Sewer Improvements**; 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 Little Hope Creek Sanitary Sewer Improvements** Project estimated to be:

1,649 sq. ft. (0.04 ac.) in Sanitary Sewer Easement
673 sq. ft (0.02 ac.) in 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. 149-183-18**; said property currently owned by **Dennis Gordon Shytle and wife, Annette Woody-Shytle** 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 257.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **Water Transmission Improvements**; 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 Water Transmission Improvement** Project estimated to be:

2,216 sq. ft (0.05 ac.) in Permanent Utility Easement

3,173 sq. ft (0.07 ac.) in 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. 029-011-22**; said property currently owned by **Elizabeth P. Cook Family Limited Partnership** 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 258.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **8" SS TO SERVE 6428 LAKE ROAD**; 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 **8" SS TO SERVE 6428 LAKE ROAD**; and estimated to be:

1054.06 sq. ft. (0.02 acre) of Permanent Sewer Easement
1752.49 sq. ft. (0.04 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 137-096-08 said property currently owned by **AMANDA SPRIGGS AND KEVIN B. SPRIGGS**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 259.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **8" SS TO SERVE 6428 LAKE ROAD**; 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 **8" SS TO SERVE 6428 LAKE ROAD**; and estimated to be:

987.14 sq. ft. (0.02 acre) of Permanent Sewer Easement
771.82 sq. ft. (0.02 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 137-095-15 said property currently owned by **ASSET MANAGEMENT LEASING, INC.**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 260.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **IDLEWILD BPS SUPPLY MAIN**; 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 **IDLEWILD BPS SUPPLY MAIN**; and estimated to be:

122,343 sq. ft. (2.81 acre) of Waterline Easement

20,231sq. ft. (0.46 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 163-041-01A and 163-041-01B said property currently owned by **SCI NORTH CAROLINA FUNERAL SERVICES, LLC**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 261.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

9,958 sq. ft. (0.23 acre) of Total Take

5,342 sq. ft. (0.12 acre) of Permanent Greenway Easement

9,514 sq. ft. (0.22 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-021-04, 089-021-03, & 089-021-07 said property currently owned by **VICTOR MURRILLO, AND SPOUSE IF ANY**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 262.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

332 sq. ft. (0.01 acre) of Permanent Greenway Easement

1,612 sq. ft. (0.04 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-021-06 said property currently owned by **VICTOR MURRILLO, AND SPOUSE IF ANY**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 263.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

8,736 sq. ft. (0.20 acre) of Permanent Greenway Easement

7,640 sq. ft. (0.18 acre) of Temporary Construction Easement

7,292 sq. ft. (0.17 acre) of PCCE

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-023-03 said property currently owned by **VICTOR MURRILLO, AND SPOUSE IF ANY**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 264.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

12,028 sq. ft. (0.28 acre) of Permanent Greenway Easement
3,473 sq. ft. (0.08 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-111-10 said property currently owned by **HARVEY W. GOUCH AND LOUISE G. GOUCH**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 265.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

21,292 sq. ft. (0.49 acre) of Total take

765 sq. ft. (0.02 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-211-01 and 089-211-02 said property currently owned by **RONI R. COOK AND TIMMY R. COOK**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 266.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of August 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **XCLT TRYON TO ORR**; 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 **XCLT TRYON TO ORR** and estimated to be:

3,723 sq. ft. (0.09 acre) of PCCE

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 089-023-20 said property currently owned by **VICTOR MURRILLO, AND SPOUSE IF ANY**, 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 22nd day of August 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 267.

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