

RESOLUTION OF THE CITY OF CHARLOTTE CITY COUNCIL ESTABLISHING ITS POLICIES AND PROCEDURES FOR PUBLIC NOTIFICATION, NOMINATION, AND APPOINTMENT OF PERSONS TO BOARDS, COMMITTEES, AND COMMISSIONS, AND STATING CITY POLICIES FOR CONSECUTIVE TERMS, OATHS OF OFFICE, RESIDENCY, ATTENDANCE, REMOTE PARTICIPATION, AND FOR THE SUBMITTAL OF ANNUAL REPORTS OF BOARDS AND COMMISSIONS.

WHEREAS, the City Council of the City of Charlotte, NC, has reviewed its policies and process for public notification of vacancies, nominating, and appointing volunteer citizens to boards, committees, and commissions, and

WHEREAS, the City Council has reviewed city policies regarding consecutive terms, residency, attendance, remote participation options, and review reports of boards, committees, and commissions;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte that it hereby establishes the following policies and procedures for public notification, nomination, and appointment of persons to boards, committees, and commissions, and states the City's policies regarding consecutive terms, residency, attendance, remote participation by board members, and submittal of reports by boards, committees, and commissions as follows:

Section 1. PROCESS FOR PUBLIC NOTIFICATION, NOMINATIONS AND APPOINTMENTS

Appointments to boards, committees, and commissions shall be made monthly. City Council may nominate one person for appointment to each of the positions to be filled by Council. After nominations are closed, no further nominations may be made. If a person receives at least six nominations, the appointment may be made upon a motion, second and voice vote of Council at the same meeting at which the nomination is made. Only applicants receiving two or more nominations shall be brought forward for consideration during appointments.

At least four weeks prior to nominations, the city shall publicize vacancies to be filled by appointment of the Council as follows: (i) the City Clerk will provide the Council with a list of upcoming vacancies; and (ii) the City Clerk shall provide such information to the public through the city's website, the GOV Channel, social media, and other opportunities.

Any vacancies created by resignation or automatic removal shall be included with the next group of monthly nominations. Terms expiring during any month shall remain filled by the person then holding the position until a successor is appointed and qualified.

By nominating a person who has not submitted an application for the subject board, committee, or commission, the nominating Council Member certifies that the person has indicated an interest in serving and that the nominee will submit an application with the

City Clerk's Office by noon the day before the appropriate Council agenda for appointment is delivered to Council. If such application is not made, the nomination will be deemed to have been withdrawn. The City Clerk's Office will notify the nominee of the actual deadline for submitting the application the day following the nomination. At the next business meeting after the close of nominations, the Council shall vote on the nominees for the positions to be filled. The appointments shall be determined by written ballot. A ballot containing the names and districts of nominees shall be distributed to each Council Member.

Each Council Member shall vote for a nominee, sign the ballot and return it to the City Clerk at the beginning of the dinner briefing. The City Clerk shall tally and announce the votes and the results.

In accordance with the City Charter, no nominee shall be deemed appointed unless he or she receives at least six votes. At the dais, Council shall be provided with a hard copy of the voting results and any run-offs required. If no nominee receives at least six votes on the first ballot, a second ballot (or vote) shall be cast. Only the top two vote getters shall be candidates on the second ballot. If as a result of the first ballot a tie vote situation produced more than two top vote getters, (i.e., 3-3-3-2; 5-3-3; 4-2- 2-2-1), the Council shall cast ballots (or vote) on the top candidates to narrow the field of candidates to two. Then a third ballot (or vote) shall be cast on the top two vote getters. If no nominee receives at least six votes after the third ballot, all nominations shall lay on the table until the next regular meeting, at which time balloting shall be done in accordance with this paragraph.

Criminal background checks are required for nominees of the following boards:

Charlotte Regional Visitors Authority	Domestic Violence Advisory
Board Civil Service Board	INLIVIAN
Housing Appeals Board	Citizens' Review Board
Passenger Vehicle for Hire	Zoning Board of Adjustment

A nominee to the Citizens Review Board who has a felony or Class A1 misdemeanor conviction or a Class 1 or Class 2 misdemeanor conviction within three years of the date of nomination shall not be eligible to serve. Appointments to the other listed boards may be denied for those persons convicted of crimes against a person, or crimes against property where intent is an element, or any offense involving drugs, alcohol, or gambling. Other crimes may also be considered by the Council in making appointments.

Current and former City employees, and the spouse, parents, and children of a current or former CMPD officer shall not be eligible to serve on the Citizens Review Board.

Current and former City employees, and the spouse, parents, and children of a current or former CMPD officer or CFD firefighter shall not be eligible to serve on the Civil Service Board.

Any departure or deviation from the above process shall not affect the validity of an otherwise valid Council appointment.

Section 2. **CONSECUTIVE TERMS/MULTIPLE BOARDS**

No member of any board, committee, or commission may serve more than two full consecutive terms. After serving two full consecutive terms, a person must be off that board, committee, or commission for one full term before being eligible for appointment to the same body. An exception to this rule may be made on a case-by-case basis (i.e. a need for continuity or experience).

An individual may not serve on more than two boards, committees, or commissions at one time.

Section 3. **OATHS OF OFFICE/ORIENTATION**

For a board, committee, or commission requiring an oath of office, a new member may not vote on any matter until the oath of office has been administered. Reappointed members shall also be administered the oath of office.

Staff advisors shall conduct an orientation session for new members with the chair in attendance prior to or at the first regular meeting after appointment. Expectations shall be given concerning attendance, conflicts of interest, information on City Government, etc.

Section 4. **RESIDENCY REQUIREMENTS**

A member of any board, committee, or commission must at all times be a resident of Mecklenburg County. Exceptions to the above statement may exist for some boards for purposes of regional membership. Any exceptions will be handled on a case-by-case basis.

Members of the Civil Service Board and the Citizens Review Board are required to be registered voters of Mecklenburg County at all times.

Section 5. **ATTENDANCE POLICY**

In order for a board, committee, or commission to be effective and efficient, and to accomplish its purpose, its membership must be actively involved and attendant to the business of the body. Therefore, all members are required to attend at least 65% of the regular and special meetings of the body and assigned committees and subcommittees held in any one calendar year with **NO EXCUSED ABSENCES**. On January 1 of each year, a member of any board, commission, or committees appointed by the Mayor, Council or City Manager shall be automatically removed from said body for failure to

attend at least 65% of all regular and special meetings of the body and assigned committees and subcommittees held during the immediately preceding calendar year. For persons not serving for an entire calendar year, the 65% attendance requirement shall apply to meetings held during the portion of the year during which the person served. In order to be eligible for reappointment to a board, committee, or commission, a member must have attended at least 75% of the regular and special meetings of the body and assigned committees and subcommittees during the concluding term, or portion of the term during which the member served. In addition, any member of a board, commission or committee shall be automatically removed from said body for failure to attend any THREE CONSECUTIVE REGULAR MEETINGS of the body. A member must attend fifty percent (50%) of a meeting in order to be considered in attendance for the purposes of this policy. Members appointed in the fourth quarter of the year shall be exempt from the 65% attendance rule for that calendar year only, but are still subject to the three consecutive meeting policy.

For purposes of the attendance policy, a member's remote participation shall count toward the attendance requirements.

The City Clerk shall send a letter to anyone who is removed from a board, committee, or commission for failure to meet the attendance policy. Vacancies resulting from the removal of a member shall be filled by the same method as provided for initial appointments.

The City Clerk shall send a letter to any member who is in danger of violation of the attendance requirement, asking them to be mindful of said requirement.

Staff advisors shall file attendance reports with the City Clerk pursuant to the schedule established by the City Clerk.

This attendance policy shall apply to every member of a board, committee, or commission that is part of the City of Charlotte regardless of who appoints the member. In addition, this attendance policy shall apply to all appointees by the City Council to a board, committee, or commission that is not part of the City of Charlotte.

Section 6. **REMOTE PARTICIPATION**

Boards, committees, or commissions members serving in an advisory capacity may determine the feasibility of remote participation in accordance with applicable law, City Council's Rules of Procedure, and the board, committee, or commission's Rules of Procedure, if applicable. All boards, committees, and commissions shall meet in-person when serving a quasi-judicial function or engaging in final-decision making as required by law.

Members authorized to participate in meetings remotely may fully participate in all discussions and votes on the business of the body, and their remote participation shall be counted toward a quorum.

All votes of those participating remotely shall be conducted via an audible roll call. The chairperson shall announce the voting result including the number of members voting on each side of the question. The presence of quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of remotely participating members and their video, on-camera presence.

Section 7. **REPORTS OF BOARDS, COMMITTEES, AND COMMISSIONS**

The City Council finds it appropriate to periodically review each standing board, committee, and commission to which they make appointments for the purpose of assessing whether said board, committee, or commission should be renewed, dismantled, expanded or its charge redefined. To this end, each board, committee, and commission that is part of the City, or that was established by the City Council, whether acting alone or in conjunction with one or more other local governments, is required to submit annual written reports that must contain in depth reviews of the body's activities including goals, objectives, successes, problems, and/or the need for City Council assistance. These reports shall be submitted to the City Clerk and will be staggered through the year according to a schedule established by the City Clerk. The City Clerk shall then provide the Mayor and City Council with copies of the reports and refer the reports to the appropriate Council Committee for the Committee's information.

Boards, committees, and commissions that are not part of the City shall submit reports in accordance with the reporting requirements set forth in their contract, if any, with the City.

In addition to required written reports, the City Council or a City Council Committee may request on a case-by-case basis an oral report be made during a Council Committee Meeting or at Council Meetings.

Section 8. **CONFLICT OF INTEREST**

Council's January 24, 1983 Conflict of Interest Resolution established for boards, commissions, and committees shall continue as it is in its entirety, subject to the provisions of City Council's Resolution adopting the Code of Ethics, Gift Policy, and Disclosure Requirements for Boards and Commissions and applicable law, including subsequent amendments to said policy or law.

Section 9. **REPEALER**

All prior resolutions of the City Council establishing procedures for the public notification, nomination, and appointment of persons to boards, committees, and commissions, and setting forth the City's policies for consecutive terms, oaths of office, residency, attendance, and review reports are, except to the extent that they are supplementary to and consistent herewith, are hereby repealed. This repeal includes,

but is not limited to, resolutions recorded at Resolution Book 34, Pages 578- 582, Resolution Book 36, Page 148, Resolution Book 38, Page 277, and Resolution Book 47, Pages 585-589, Resolution Book 48, Pages 489-493, and Resolution Book 49, Pages 327-331.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 631-640.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Remote Participation Status—Boards and Commissions

Organization/Board/Committee	Type	Enabling and Appointing Authority	Remote Participation
Alternative Compliance Review Committee (ACRC) ¹	Administrative & Advisory	Zoning Ordinance • 2 appointed by Mayor • 7 appointed by City Council	No when engaged in final decision-making
Arts & Culture Advisory Board*	Administrative & Advisory	Council Vote ² • 3 appointed by Mayor • 6 appointed by City Council	No when engaged in final decision-making
Bicycle Advisory Committee**	Advisory	Council Vote ³ • 3 appointed by Mayor • 6 appointed by City Council	Yes
Business Advisory Committee	Advisory	Council Vote ⁴ • 2 appointed by Mayor • 18 appointed by City Council	Yes
Charlotte Business Inclusion (CBI) Advisory Committee	Advisory	Council Vote ⁵ • 3 appointed by Mayor • 13 appointed by City Council	Yes
Charlotte Equitable Development Commission	Advisory	Resolution ⁶ • 3 appointed by Mayor • 6 appointed by City Council	Yes
Charlotte Firefighters' Retirement System	Administrative & Quasi-Judicial	Local Act- 1947 N.C. Sess. Laws 926 as amended by 2017 N.C. Sess. Laws 71 • No Mayor or Council appointments	No for quasi-judicial hearings or when engaged in final decision-making
Charlotte International Cabinet*	Advisory & Public-Private Partnership	Council Vote ⁷ • 7 appointed by Mayor • 14 appointed by City Council	Yes

¹ Per Sec. 3.604 of the Zoning Ordinance, quorum is 5 voting members.

² Council voted to create the Board on June 28, 2021.

³ Council created the Committee as a result of approving the Charlotte-Mecklenburg Bicycle Transportation Plan on September 13, 1999.

⁴ Council voted to approve the creation of the committee on October 12, 1998.

⁵ Council voted to approve the creation of the committee on January 9, 2017.

⁶ Created through the resolution adopting the Charlotte Future 2040 Comprehensive Plan on June 21, 2021.

⁷ The Charlotte International Cabinet is the result of the merger of the Mayor's International Cabinet and Charlotte Sister Cities, which occurred on or about August 25, 2008.

Charlotte Neighborhood Equity and Stabilization Commission (Charlotte's NEST)	Advisory	Resolution ⁸ • 5 appointed by Mayor • 10 appointed by City Council	Yes
Charlotte Regional Visitors Authority	Administrative & Advisory	City Charter • 4 appointed by Mayor • 9 appointed by City Council	No when engaged in final decision-making
Charlotte Tree Advisory Commission	Advisory & Quasi-Judicial Board	N.C.G.S. 160D-306 & Ordinance • 3 appointed by Mayor • 7 appointed by City Council • 2 Ex-Officio members	No for quasi-judicial hearings
Charlotte Water Advisory Committee**	Advisory	Interlocal Agreement • 1 appointed by Mayor • 3 appointed by City Council	Yes
Citizens Review Board	Advisory & Quasi-Judicial Board	Ordinance • 3 appointed by Mayor • 5 appointed by City Council • 3 appointed by City Manager	No ⁹
Citizens' Transit Advisory Group**	Advisory	Interlocal Agreement ¹⁰ • 1 appointed by Mayor • 2 appointed by City Council	Yes
Civil Service Board ¹¹	Administrative & Quasi-Judicial Board	City Charter • 3 appointed by Mayor • 6 appointed by City Council	No for quasi-judicial hearings or when engaged in final decision-making
Charlotte Mecklenburg Community Relations Committee**	Administrative, Advisory, & Quasi-Judicial Board	Ordinance ¹² & Interlocal MOU • 8 appointed by Mayor • 16 appointed by City Council	No for quasi-judicial hearings or when engaged in final decision-making
Domestic Violence Advisory Board**	Advisory & City-County Partnership	Council Vote ¹³ • 2 appointed by Mayor • 4 appointed by City Council	Yes

⁸ Created through the resolution adopting the Charlotte Future 2040 Comprehensive Plan on June 21, 2021.

⁹ City Ordinance Sec. 16-57 requires an affirmative vote of a majority, "a quorum **being present**." Quorum is 6 members.

¹⁰ In accordance with the interlocal agreement, appointed members **cannot** be elected officials.

¹¹ City Charter Sec. 4.61(a) states that quorum is 5 members.

¹² City Ordinance Sec. 12-26, states that quorum is 23 members. For the conciliation division subcommittee, quorum is 3 members.

¹³ Council voted to approve the creation of the Board on [August 24, 1992](#).

Firefighters' Relief Fund Board of Trustees	Administrative	N.C.G.S 58-84-30 • 1 appointed by Mayor • 1 appointed by City Council • 2 appointed by Fire Department	No when engaged in final decision-making
Historic District Commission	Advisory & Quasi-Judicial Board	N.C.G.S. 160D-303 & Ordinance • 5 appointed by Mayor • 8 appointed by City Council	No for quasi-judicial hearings
Historic Landmarks Commission**	Advisory & Quasi-Judicial Board ¹⁴	N.C.G.S. 160D-303, Ordinance, & Interlocal Agreement • 2 appointed by Mayor • 4 appointed by City Council	No for quasi-judicial hearings
Housing Appeals Board	Quasi-Judicial Board	N.C.G.S. 160D-305 & Ordinance ¹⁵ • 2 appointed by Mayor • 3 appointed by City Council	No for quasi-judicial hearings
INLIVIAN	Administrative & Advisory	N.C.G.S. 157-9 • 2 appointed by Mayor • 5 appointed by City Council	No when engaged in final decision-making
Keep Charlotte Beautiful	Advisory Board	Resolution ¹⁶ • 7 appointed by Mayor • 13 appointed by City Council	Yes
Neighborhood Matching Grants Fund	Administrative	Council Vote ¹⁷ • 11 appointed by City Council	No when engaged in final decision-making
Passenger Vehicle for Hire	Advisory & Quasi-Judicial	Ordinance ¹⁸ • 2 appointed by Mayor • 3 appointed by City Council	No for quasi-judicial hearings
Planning Commission**	Advisory & Quasi-Judicial	N.C.G.S. 160D-301 & Interlocal agreement • 2 appointed by Mayor	No due to quorum requirements ¹⁹

¹⁴ HLC Rules of Procedure: HLC-Rules-of-Procedure.pdf (landmarkscommission.org).

¹⁵ City Ordinance Sec. 5-38, 11-38 states that quorum is 3 in residential cases & 4 in nonresidential.

¹⁶ The Committee was originally named "[Charlotte Clean City Committee](#)." On October 28, 2002, the name changed to "[Keep Charlotte Beautiful Committee](#)" to match up with the national organization.

¹⁷ On [December 14, 1992](#), Council [voted to approve](#) the guidelines of the program and authorized the transfer of the funding for the program.

¹⁸ Ordinance Sec. 22-235 states that quorum is majority of the appointed members.

¹⁹ Per the interlocal agreement, quorum shall consist of at least 8 "members present." Further, in accordance with the interlocal agreement, quorum for the Zoning Committee & Planning Committee is 5 "members present."

		• 5 appointed by City Council	
Privatization/Competition Advisory Committee	Advisory	Council Vote • 3 appointed by Mayor • 8 appointed by City Council	Yes
Public Art Commission*	Administrative & Advisory	Ordinance • 1 appointed by Mayor • 2 appointed by City Council	No when engaged in final decision-making
Storm Water Advisory Committee** ²⁰	Advisory & Quasi-Judicial Board	N.C.G.S. 160D-306 & Inter-local agreement • 3 appointed by City Council	No for quasi-judicial hearings Interlocal agreement allows limited remote participation ²¹
Transit Services Advisory Committee	Advisory	Created by the Metropolitan Transit Commission • 2 appointed by Mayor • 6 appointed by City Council	Yes
Waste Management Advisory Board	Advisory	County Ordinance • City Council recommends 2 members	County-Managed Board
Zoning Board of Adjustment	Quasi-Judicial Board	N.C.G.S. 160D-302 & Charter • 2 appointed by Mayor • 5 appointed by Council	No for quasi-judicial hearings

* Denotes a public-private partnership

** Denotes an inter-governmental body

²⁰ In accordance with the interlocal agreement, a majority of the number of Committee members currently in office constitutes a quorum.

²¹ “Meetings conducted by conference telephone call are permissible. In addition, Committee members may attend and participate in Committee meetings by conference telephone call, and shall be counted for quorum purposes for all matters with respect to which they are entitled to participate. However, Committee members attending the meeting via conference telephone call may only vote on matters related to Policy; Capital Improvements; Operations Programs; responding to City Council and Board of County Commissioners requests; and the annual report. Committee members attending the meeting via conference telephone call may not vote on matters related to any appeals or variances.” Also, no member may attend more than 2 meetings via conference telephone call during any calendar year.

**A RESOLUTION OF THE CHARLOTTE CITY COUNCIL
AMENDING THE CODE OF ETHICS FOR MEMBERS OF BOARDS, COMMITTEES,
AND COMMISSIONS OF THE CITY OF CHARLOTTE**

The November 23, 2015, Resolution of the Charlotte City Council Amending the Code of Ethics for Members of Boards, Committees, and Commissions of the City of Charlotte, North Carolina, recorded at Resolution Book 47, Page 94 is hereby amended to read as follows:

**Code of Ethics Gift Policy, and Disclosure Requirements for Members of
Boards, Committees, and Commissions of the City of Charlotte, North
Carolina**

WHEREAS, the Constitution of North Carolina, Article I, Section 35, reminds us that a "frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty," and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina's state motto, *Esse quam videri*, "To be rather than to seem," and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics and, pursuant to Section 160A-86, the Charlotte City Council has previously adopted a Code of Ethics for the Mayor and City Council, and

WHEREAS, it is appropriate that members of City boards, committees, and commissions, as well as Mayoral and City Council appointees to non-City bodies (hereinafter "Board Members"), also adhere to a Code of Ethics.

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Charlotte and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the City Council do hereby adopt the following General Principles and Code of Ethics to guide Boards Members in their lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.

- Board Members must be able to act in a manner that maintains their integrity and independence yet is responsive to the interests and needs of those they represent.
- Board Members must always remain aware that they may, at various times, play different roles:
 - As advisors, who balance the public interest and private rights in considering and recommending, among other things, ordinances, policies, and decisions
 - As decision-makers, who arrive at fair and impartial determinations.
- Board Members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board Members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of the Mayor and City Council and the citizens of Charlotte. Each Board Member must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

A. CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for Board Members and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a member's best judgment.

Section 1.

Board Members should obey all laws applicable to their official actions. Board Members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, Board Members should feel free to assert policy positions and opinions without fear of reprisal from fellow Board members or the public. However, in doing so, Board Members:

- (a) shall be mindful that they were appointed by the Mayor or City Council, or by another appointing authority to a City Board, Committee, or Commission and, therefore, if they are advising or advocating a position that is contrary to a Council policy, that they notify the Mayor and Council of such as soon as practicable;
- (b) who serve in an advisory capacity shall be mindful that their chief responsibility is to advise the Mayor and Council or other decision-making body rather than to advocate to the public at large, particularly when the position of advocacy is contrary to a Council policy;

- (c) shall understand that they hold a position of trust on behalf of the City and the public; and
- (d) shall assert policy positions and opinions on matters within or related to the jurisdiction and subject matter of the body on which they serve only through the transparency of official proceedings of the body or in a capacity and manner appropriate for a member of such body. Board Members shall not represent their individual views as being representative of the full body unless they have been formally authorized by the body to do so.

These guidelines are especially important to Chairpersons who must recognize that they are often viewed as speaking for the body.

To declare that a Board Member is behaving unethically because one disagrees with that member on a question of policy (and not because of the Board Member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Section 2.

Board Members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Exhibiting trustworthiness
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others
- For Board Members who act in a quasi-judicial capacity, disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceeding themselves
- Treating other Board Members and the public with respect and honoring the opinions of others even when the Board Members disagree with those opinions
- Showing respect for their offices and not behaving in ways that reflect poorly on those offices

- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual Board Members are not generally allowed to act on behalf of the body but may only do so if the body specifically authorizes it, and that the body must take official action as a body.

Section 3.a.

Board Members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach and they should not use their official position for personal gain. They should also not disclose confidential information. Although opinions may vary about what behavior is inappropriate, impropriety will be considered in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the Board Member's action would conclude that the action was inappropriate.

Section 3.b.

If a Board Member believes that his or her actions, while legal and ethical, may be misunderstood, or if a matter before their board may present a conflict of interest under any applicable law or policy, the Board Member shall seek the advice of the City Attorney's Office and, if recommended to, in the discretion of the City Attorney or their designee, shall publicly disclose the facts of the situation and the steps taken to address the matter (such as consulting with the attorney). Board Members shall seek the advice of the City Attorney's Office any time a business entity or real property that has been disclosed on their individual annual Statement of Economic Interest may become a party to or the subject of a business transaction directly with the City. This requirement of the Board Member to seek the advice of the City Attorney's Office shall extend further to relationships with contractors or subcontractors of the City so long as the Board Member's connection relates to the contractor or subcontractor's business with the City. Neither the City nor a contractor or subcontractor has the obligation to seek the advice of the City Attorney's Office under this section of the Policy.

Section 4.

Board Members should faithfully perform the duties of their offices. They should act as the especially responsible constituents whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board Members should faithfully attend and prepare for meetings.

Board Members should be willing to bear their fair share of the body's workload. To the extent appropriate, they should be willing to put the City's interests ahead of their own.

Section 5.

Board Members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the

public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to them or City employees.

In order to ensure strict compliance with the laws concerning openness, the Mayor and Council members have made it clear that an environment of transparency and candor is to be maintained at all times by the boards. Board Members should take deliberate steps to make certain that any closed sessions held by the boards are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

B. GIFT POLICY

Definitions

"Gift" – Anything of monetary value given or received without valuable consideration. The following shall not be considered gifts:

- (1) Anything for which fair market value, or face value if shown, is paid by the Covered Member.
- (2) Commercially available loans made on terms not more favorable than generally available to the general public in the normal course of business.
- (3) Contractual arrangements or commercial relationships or arrangements made in the normal course of business.
- (4) Academic or athletic scholarships based on the same criteria as applied to the public.
- (5) Anything of value properly reported as required under Article 22A of Chapter 163 of the General Statutes (North Carolina Campaign Contributions Law).
- (6) Expressions of condolence related to a death of an individual, sent within a reasonable time of the death, if the expression is one of the following:
 - a. A sympathy card, letter, or note.
 - b. Flowers.
 - c. Food or beverages for immediate consumption.
 - d. Donations to a religious organization, charity, the State or a political subdivision of the State, not to exceed a total of two hundred dollars per death per donor.

"Extended family" – Spouse, lineal descendant, lineal ascendant, sibling, spouse's lineal descendant, spouse's lineal ascendant, spouse's sibling, and the spouse of any of these individuals.

"Covered Member" – a member of any of the Boards, Committees, and Commissions covered under this policy.

Gift Ban

No Covered Member shall knowingly accept a gift unless the gift falls within one of the exceptions set forth below.

A prohibited gift shall be promptly declined, returned, paid for at fair market value, or donated to charity or the City.

Exceptions

These prohibitions shall not apply to any of the following:

- (1) Gifts from the Covered Member's extended family, or a member of the same household.
- (2) Gifts given or received as part of a business, civic, religious, fraternal, personal, or commercial relationship provided that the gift is made under circumstances that a reasonable person would conclude that the gift was not given to influence or attempt to influence official action.
- (3) Nominal gifts having a value of less than \$50.
- (4) Anything generally made available or distributed to the general public without charge.
- (5) A memento such as a commemorative shovel, plaque, figurine, trinket, or novelty item related to a civic occasion or event.
- (6) Informational materials relevant to the duties of the Covered Member.
- (7) Food and beverages for immediate consumption in connection with any of the following:
 - a. A meeting of the Covered Body, provided that the meeting is properly noticed under Article 33C of Chapter 143 of the General Statutes.
 - b. Business meetings so long as the food and beverages are of incidental value.
 - c. Neighborhood or community meetings.
 - d. A gathering of ten or more individuals that is open to the general public, provided that the Covered Member pays the same amount, if any, that the general public is charged to attend.
- (8) Tickets or admittance to, and food and beverages for immediate consumption at, an event where the Covered Member is clearly representing the City and where the City has a legitimate purpose in being represented at the event. By way of illustration but not limitation, this would include events sponsored by the Charlotte Regional Visitors Authority, the Charlotte Chamber of Commerce, the Foundation for the Carolinas, Charlotte Center City Partners, the Regional Partnership, the United Way, the Arts & Science Council, colleges, universities, and other educational institutions, and similar organizations.
- (9) Food and beverages for immediate consumption and related transportation provided all of the following conditions are met:
 - a. The food, beverage, or transportation is provided during a conference, meeting, or similar event and is available to all attendees of the same class as the recipient.
 - b. The Covered Member is a director, officer, governing board member, employee, or independent contractor of one of the following:

- i. The entity giving the food, beverage, or transportation.
- ii. A third party that received the funds to purchase the food, beverages, or transportation.

(10) An expense appropriate for reimbursement by the City if it had been incurred by the Covered Member personally. Such a gift shall be considered a gift accepted by or donated to the City, provided that the gift and its value are reported in writing to the City Clerk within two weeks of receipt.

C. DISCLOSURE REQUIREMENTS

By February 1 of each year, Covered Members shall file with the City Clerk a statement of economic interest using the form set forth in Exhibit A attached hereto. The statements required by this section are public records available for inspection and copying by any person during normal business hours.

D. COMPLAINTS, REVIEW, AND SANCTIONS

1. Complaints

- a. Any individual may file a complaint alleging a violation. Complaints shall be filed with the City Clerk on a form provided by the City Clerk. Complaints shall: (i) identify the complainant; (ii) state with specificity the facts that form the basis for the alleged violation under this Policy; and (iii) cite the provision under this Policy that has allegedly been violated. The facts set out in the complaint, if true, must be sufficient to establish the alleged violation (hereinafter referred to as a “*prima facie* allegation”).
- b. *Prima facie* allegations subject to further review may include but are not limited to complaints claiming: contractor or subcontractor connections as described in Part A, Section 3.b. of this Policy; misappropriation of City resources; criminal or fraudulent activity; or any activity constituting harassment or sexual harassment as those terms are commonly defined under the law. To the extent applicable, the City Attorney reserves the right to refer criminal or fraudulent activity or other allegations of violations of law directly to agencies responsible for such investigations.
- c. Upon receiving a complaint, the City Clerk shall forward the complaint to the City Attorney, or designee, for initial review.

2. Initial Review by City Attorney’s Office

- a. The City Attorney, or designee, shall review the complaint to determine whether it meets the requirements of Part D. section 1.a. and 1.b.
- b. If the City Attorney, or designee, determines that the complaint fails to meet the requirements of Section 1.a. or 1.b., the complainant shall be so informed in writing. Complainant shall be afforded an opportunity to provide the required information or an amended complaint to the City Attorney within seven (7) business days from the date of the written notice. If, after this time period has elapsed, the City Attorney continues

to determine that the complaint fails to meet the requirements of section 1.a. or 1.b., the complainant shall be notified in writing that no further action will be taken in the matter.

- c. If the City Attorney, or designee, determines that a complaint does meet the requirements of section 1.a. and 1.b., the complaint shall be investigated. Investigations will be conducted by the City Attorney's Office unless there is a conflict or significant political concerns that warrant investigation by an independent third party. The investigation shall include written findings as to the truthfulness of the factual allegations, whether a violation has occurred, and may recommend a response to those findings. The written findings and conclusions shall be provided to the complainant, the subject of the complaint, the Mayor, and the City Council.
 - d. Any Board Member who is the subject of a complaint shall be excused from participating in any board considerations, deliberations, and actions while that complaint is under investigation per Section 2.c.
3. Sanctions

Upon receipt of written findings and conclusions pursuant to Part D, Section 2.c., the Board Member who was the subject of the investigation may be sanctioned. Potential sanctions include the adoption of a Resolution of Censure and any other lawful sanction within the Council or Mayor's power, including, but not limited to, removal from the Board, Committee, or Commission.

This Resolution shall be effective March 13, 2023.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 641-648.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION BY THE CITY OF CHARLOTTE
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in these Settlements; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the City of Charlotte and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds flowing to North Carolina to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Charlotte hereby authorizes the city manager, or his designee, to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF.

Adopted this the 13th day of March, 2023.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 649-665.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



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

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____



Frequently Asked Questions on the Wave Two Opioid Settlements and Supplemental Agreement for Additional Funds ("SAAF")

February 15, 2023

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PART 1: WAVE TWO OPIOID SETTLEMENTS

1. What is the purpose of this FAQ?

Part 1 of this FAQ answers questions about the Wave Two Opioid Settlements and Part 2 answers questions about the Supplemental Agreement for Additional Funds ("SAAF").

2. What if there is a discrepancy between this FAQ and any of the Wave Two Settlement documents or SAAF?

If there is a discrepancy between this FAQ and the Wave Two Settlement documents or SAAF, then the Wave Two Settlement documents or SAAF take precedence. This FAQ is an effort to explain the Wave Two Settlements and SAAF in user-friendly terms, but this FAQ is not a binding legal document.

3. What are the Wave Two Opioid Settlements?

In addition to the \$26 billion national opioid settlements with the "big three" drug distributors plus Johnson & Johnson ("Wave One Settlements"), Attorney General Josh Stein helped negotiate \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva ("Wave Two Settlements").

4. How much money will the Wave Two Opioid Settlements bring to North Carolina?

North Carolina's state and local governments stand to receive more than \$600 million from the Wave Two Settlements between 2023 and 2035 – in addition to the more than \$750 million we are already slated to receive from the Wave One Settlements between 2022 and 2038. In total, the Wave One Settlements and Wave Two Settlements will provide more than \$1.35 billion in new funds for opioid remediation activities in North Carolina.

5. Which North Carolina local governments will receive funds from the Wave Two Opioid Settlements?

The same local governments that receive funds from the Wave One Settlements (governed by the Memorandum of Agreement or "MOA") will receive funds under the Wave Two Settlements (governed by the SAAF).

To be more specific: Local governments entitled to receive direct payments under the settlements are the 100 North Carolina counties plus any municipality that either filed suit against the defendants, or had a population of 75,000 or more in 2019, or both. Based on those criteria, the municipalities entitled to receive funds are Asheville, Canton, Cary, Charlotte, Concord, Durham, Fayetteville, Gastonia, Greensboro, Greenville, Henderson, Hickory, High Point, Jacksonville, Raleigh, Wilmington, Winston-Salem.

Three of the municipalities entitled to receive direct payments under the settlements (Cary, Gastonia, and Raleigh) have chosen to direct their opioid settlement funds to their respective counties. That leaves all 100 counties plus 14 municipalities (rather than 17 municipalities) slated to receive opioid settlement funds under the Wave One and Wave Two Settlements. (Any other municipalities interested in option of directing opioid settlement funds to their respective counties should reach out to the NC DOJ team at opiodsettlement@ncdoj.gov.)

6. How much funding will the 100 counties and 14 municipalities receive from the Wave Two Opioid Settlements?

As with the Wave One Settlements, North Carolina will receive its full share of payments from the Wave Two Settlements only if all required local governments sign onto each settlement. And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

If all required local governments sign onto the Wave Two Settlements in North Carolina, and a sufficient number of local governments join the Wave Two Settlements across the nation, then the maximum amount that each of the 100 counties and 14 municipalities identified above could receive from the Wave Two Settlements is available [HERE](#) on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website.

7. Which local governments need to sign onto the Wave Two Settlements in order for North Carolina to receive the full share of settlement funding to which it is entitled?

Local governments that must sign the Wave Two Settlements in order for North Carolina to receive the full share of settlement funding to which it is entitled include:

- all 100 counties,
- the 17 municipalities listed above that are entitled to receive opioid settlement funds, and
- all other municipalities with a population of 30,000 or greater.

8. So there are some municipalities that asked to sign the Wave Two Settlements even though they do not receive direct funding under the settlements? Why is that?

Residents of all municipalities in North Carolina – including those that receive settlement funds directly and those that do not receive settlement funds directly – stand to benefit from state and local programs and services supported with opioid settlement funds.

There are 22 municipalities that signed the Wave One Settlements and are now asked to sign the Wave Two Settlements even though they do not receive direct payments under the Wave One or Wave Two Settlements. By signing onto the settlements, these municipalities help ensure that North Carolina receives the full amount of settlement funds to which it is entitled.

9. What actions are required for a local government to join the Wave Two Opioid Settlements?

Typically, local governments follow a two-step process to join the Wave Two Settlements and SAAF.

First, the governing board of the county or municipality passes a resolution authorizing designated local officials to sign onto the settlements and SAAF. To assist with this step, draft resolution templates for counties and municipalities are available [HERE](#) on the “Wave Two Settlements” page of DOJ’s www.MorePowerfulNC.org website.

Second, after receiving authorization from their respective governing boards, designated local officials (such as managers or attorneys) will sign onto the five new settlements and documents through an electronic sign-on process. In mid-February 2023, all 100 counties and the 36 municipalities identified above will receive an email from the national administrator, Rubris. The email from Rubris will invite each local government to sign onto each of the five new settlements as well as the SAAF.

10. What is the deadline for local governments to sign onto the settlements and SAAF?

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and SAAF.

11. When will North Carolina receive funds from the Wave Two Opioid Settlements?

If the sign-on to the Wave Two Settlements in North Carolina and across the nation goes well, and the defendants agree to finalize the settlements (as described in question 6 above), we anticipate Wave Two Settlement payments will begin in the second half of calendar year 2023 to the 100 counties plus 14 municipalities slated to receive funds.

The Wave Two Settlement payments will be made over 15 years. We anticipate the payments will be frontloaded, with the largest payment in the first year. (This is because Walmart will pay nearly 100% of its settlement in the first year.) That said, we will be unable to provide a year-by-year schedule of Wave Two Settlements payments until we know the dates when all the settlements are finalized.

Under the MOA and SAAF, local governments are NOT required to spend funds from the Wave One Settlements or Wave Two Settlements during the same fiscal year in which the funds are received. Instead, the MOA and SAAF allow local governments to develop multi-year plans and to spend opioid settlement funds when it makes most sense for them to do so.

12. How can I learn more about the Wave Two Settlements?

Additional information is available [HERE](#) on the “Wave Two Settlements” page of DOJ’s www.MorePowerfulNC.org website.

PART 2: SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS (“SAAF”)

13. What is the purpose of the Supplemental Agreement for Additional Funds (“SAAF”)?

The purpose of the SAAF is to direct funds from the Wave Two Settlements to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) that has governed the distribution, use, and reporting of funds from the Wave One Settlements since May 2022.

14. Under the SAAF, do funds from the Wave Two Settlements go into the same special revenue fund as funds from the Wave One Settlements?

The SAAF provides that every local government receiving funds from the Wave Two Settlements must either:

1. Deposit the funds from the Wave Two Settlements into the same special revenue fund used for funds from the Wave One Settlements; or (alternatively)
2. Create a separate special revenue fund for funds from the Wave Two Settlements if there is a desire to do so.

It is important to understand that the MOA and SAAF allow local governments to combine funds from Wave One Settlements and funds from Wave Two Settlements into a single fund for spending and reporting purposes. The MOA and SAAF do NOT require that local governments develop separate accounting or reporting requirements for funds from Wave One Settlements versus funds from Wave Two Settlements.

15. Regarding the USE of opioid settlement funds, how does the SAAF compare to the MOA?

Regarding the use of opioid settlement funds, the MOA and SAAF are identical. Funds from the Wave Two Settlements (under the SAAF) are subject to the same rules and guidelines as to how those funds may be used as funds under the Wave One Settlements (under the MOA). For example, Option A and Option B (as described in the MOA) apply to funds from the Wave Two Settlements the same way they apply to funds from the Wave One settlements. And all of the auditing, compliance, reporting, and accountability provisions in the MOA apply to funds from the Wave Two Settlements in the same way they apply to funds from the Wave One Settlements.

16. Regarding the REPORTING of opioid settlement funds, how does the SAAF compare to the MOA?

With respect to reporting requirements, funds from the Wave Two Settlements (under the SAAF) are subject to all the exact same reporting requirements as funds under the Wave One Settlements (under the MOA).

As noted above, the MOA and SAAF allow local governments to combine funds from Wave One Settlements and funds from Wave Two Settlements into a single fund for

spending and reporting purposes. The MOA and SAAF do NOT require that local governments develop separate accounting or reporting requirements for funds from Wave One Settlements versus funds from Wave Two Settlements.

17. Regarding the ALLOCATION of opioid settlement funds, how does the SAAF compare to the MOA?

Regarding the allocation of opioid settlement funds, the MOA and SAAF are nearly identical:

- Both the MOA and the SAAF direct 15 percent of each payment from the Wave One Settlements and Wave Two Settlements to the State of North Carolina.
- The MOA directs 85 percent of each payment from the Wave One Settlements to local governments, including all 100 counties and the 14 municipalities identified in question 5 above.
- The SAAF directs 84.62 percent of each payment from the Wave Two Settlements to local governments, including all 100 counties and the 14 municipalities identified in question 5 above.
- The SAAF directs 0.38 percent of each payment from the Wave Two Settlements to private attorneys who have a principal office in North Carolina that have represented local governments in opioid litigation (“Local Counsel”).

18. Why does the SAAF direct funds to Local Counsel?

Both the Wave One Settlements and the Wave Two Settlements provide national attorney fee and cost funds that compensate the attorneys who filed suit and litigated on behalf of local governments across the country. The out-of-state counsel who pursued the federal court litigation filed by more than 75 counties and municipalities in North Carolina will receive substantial amounts from these national funds. However, only a small portion of these national funds go to the North Carolina-based lawyers who have also represented our counties and municipalities in opioid litigation.

During the sign-on process for the Wave One Settlements, some counties and municipalities hesitated to join the settlements because of concerns about whether outside counsel would seek to enforce contingency fee arrangements. To ensure that North Carolina obtains 100% participation in the Wave Two Settlements, which is necessary for North Carolina to receive 100% of its funds as explained in question 6 above, the SAAF provides a small fund to Local Counsel in exchange for their clear advance commitment to waive their fee claims against all North Carolina counties and municipalities.

19. Does the SAAF impose any conditions for Local Counsel to receive funds?

Yes. The SAAF provides funds from the Wave Two Settlements to Local Counsel only if:

- All North Carolina counties and municipalities that filed lawsuits against the settling companies join the Wave Two Settlements by April 18, 2023.
- Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Defendants who were part of the Wave One Settlements and Wave Two Settlements.
- National Counsel release all North Carolina counties and municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Defendants who were part of the Wave One Settlements and Wave Two Settlements.

All of the above conditions must be met in order for Local Counsel to receive funds. If any of the above conditions are not met, the SAAF allocates no Wave Two Settlement funds to Local Counsel.

20. How can I learn more about the SAAF?

Additional information is available [HERE](#) on the “Wave Two Settlements” page of DOJ’s www.MorePowerfulNC.org website.

RESOLUTION
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN
MECKLENBURG COUNTY AND THE CITY OF CHARLOTTE TO POOL NATIONAL
OPIOID LITIGATION SETTLEMENT PROCEEDS FOR OPIOID REMEDIATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, Mecklenburg County, among other local governments in North Carolina joined with thousands of other local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies to hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice negotiated a settlement on behalf of the State of North Carolina and local governments within the state to provide for the equitable distribution of proceeds resulting from the national settlement; and

WHEREAS, the State and the Local Governments share a common desire to abate, alleviate and remediate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, a Memorandum of Agreement (MOA) was executed by the North Carolina Department of Justice and agreed upon by local governments which terms of the agreement require any funds received to be utilized only for opioid remediation activities; and

WHEREAS, given the unique role of counties in providing public health services, including those related to fighting drug addiction, some cities and towns have determined that their share of annual distributions, under section B.4.b of the MOA, should be re-directed to the County in which the Town or City is located, and

WHEREAS, under Article 20 of Chapter 160A of North Carolina General Statutes, as amended, cities and counties are authorized to jointly enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, pursuant to section B.4.b. of the MOA, the City of Charlotte may direct opioid settlement proceeds governed by the MOA and allocated to the City for remediation to Mecklenburg County along with all rights and responsibilities concerning these proceeds; and.

WHEREAS, Mecklenburg County and the City of Charlotte wish to enter into an Interlocal Agreement, by which the County has agreed to use any opioid settlement proceeds transferred or re-directed from the City for specific strategies identified in Exhibit A of the MOA.

Now Therefore Be It

RESOLVED that the City Council of the City of Charlotte does hereby:

1. Adopt the attached Interlocal Agreement between the City of Charlotte and Mecklenburg County;
2. Authorize the City Manager or his designee to execute the Interlocal Agreement on behalf of the City in substantially the form presented to City Council with technical corrections and minor modifications as he may deem necessary;
3. Authorize the City Manager or his designee to take all actions contemplated in the Interlocal Agreement, including such amendments as are permitted therein; and
4. Directs that this resolution be reflected in the minutes of the Charlotte City Council.

ADOPTED the 13th day of March, 2023.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 666-673.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**INTERLOCAL AGREEMENT TO POOL NATIONAL OPIOID LITIGATION
SETTLEMENT PROCEEDS**

This Interlocal Agreement (“Agreement”) is effective as of this ____ day of _____, 2023, by and between the City of Charlotte, a municipal corporation organized under laws of the State of North Carolina (“City”) and Mecklenburg County (“County”), a political subdivision of the State of North Carolina.

RECITALS

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, Mecklenburg County, among other local governments in North Carolina, joined with thousands of other local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies to hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice negotiated settlements on behalf of the State of North Carolina and local governments within the state to provide for the equitable distribution of proceeds resulting from the national settlement; and

WHEREAS, the State and local governments share a common desire to abate, alleviate and remediate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, a Memorandum of Agreement (MOA) was executed by the North Carolina Department of Justice and numerous local governments, including with the City and the County in 2021, which terms of each party’s MOA requires any settlement funds received to be utilized only for opioid remediation activities; and

WHEREAS, given the unique role of counties in North Carolina providing public health services, including those related to fighting drug addiction, some North Carolina cities and towns have determined that their share of annual national opioid litigation settlement funds pursuant to the MOA, should be re-directed to the county in which the town or city is located, and

WHEREAS, under Article 20 of Chapter 160A of North Carolina General Statutes, as amended, cities and counties are authorized to jointly enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, pursuant to section B.4.b. of the MOA, the City may direct opioid settlement proceeds governed by the MOA and allocated to the City for remediation (“City Settlement Proceeds”) to Mecklenburg County along with all rights and responsibilities concerning these proceeds; and

WHEREAS, the County and the City wish to enter into an agreement in which the City directs City Settlement Proceeds from the National Opioid Settlement Funds to the County, and in return the County uses any opioid settlement proceeds transferred or re-directed from the City for specific strategies as required in the MOA.

AGREEMENT

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

1. The following Exhibit is attached to this Agreement and is incorporated into and made a part of this Agreement by reference: Exhibit 1: Memorandum of Agreement (MOA) dated October 11, 2021. Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit and language in the main body of this Agreement shall be resolved in favor of the main body of this Agreement.
2. Initial Funding. As authorized under Option A of Exhibit A of the MOA, the City requests that the County exercise Strategy 4 and Strategy 5 and the City shall provide up to \$1,050,000, but not less than \$1,000,000 of the City Settlement Proceeds from the National Opioid Settlement Funds to the County. The County shall use the City Settlement Proceeds for the following specific purposes only unless otherwise approved in writing by the City:
 - a. Up to \$525,000, but not less than \$500,000, shall be used to fund programs supporting Strategy 4: Recovery Housing Support as described in Exhibit A of Exhibit 1, and
 - b. Up to \$525,000, but not less than \$500,000, shall be used to fund programs supporting Strategy 5: Employment-Related Services as described in Exhibit A of Exhibit 1.

The County shall provide the City with all information required for the Annual Financial Report and Annual Impact Report, as described and required under the terms in the MOA, specifically as noted in Exhibits E and F of Exhibit 1, within thirty (30) calendar days of the end of each fiscal year (June 30) in which the City Settlement Proceeds are spent by the County.

3. Future Funding. All future City Settlement Proceeds may be allocated and utilized in conformance with section B 4(b) and section E 5(a) of Exhibit 1. Pursuant to section B 4(b)

of Exhibit 1, any municipality allocated a share in Exhibit G may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. This election may be made by the 1st of January of each year to apply to the following fiscal year. If a municipality is located in more than one county, its funds will be directed based on the MDL Matter's Opioid Negotiation Class Model. The county shall use the City Settlement Proceeds for programs supporting the following strategies identified in Exhibit A:

- a. Strategy 4: Recovery Housing Support, and
- b. Strategy 5: Employment-Related Services.

In accordance with section E 5 of Exhibit 1, local governments shall spend the settlement funds from the Local Abatement Funds on opioid remediation activities using either or both processes described in Option A and Option B of section E of Exhibit 1, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limits the spending.

As the goals and priorities of the City change, these strategies and options for utilization of the City Settlement Funds may be updated through consent of the County and amendment of this Agreement.

- 4. Future Settlements. The terms of this Agreement shall apply to, incorporate and reference herein all future City Settlement Proceeds allocated to the City comparable to those referenced in Exhibit 1. This shall include proceeds from any applicable settlement reached after the adoption of this Agreement.
- 5. Notices & Principal Contacts. Any notice, consent or other communication required or contemplated by this Agreement 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 Principal Contact of the intended recipient at the address set forth below:

<u>For the City:</u>	<u>For the County:</u>
<u>Ryan Bergman</u> 600 East Fourth Street Charlotte, North Carolina 28282 Telephone: 980-216-9508 Email: ryan.bergman@charlottenc.gov	 Email:

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any

provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

<u>For the City:</u>	<u>For the County:</u>
600 East Fourth Street Charlotte, North Carolina 28282 Telephone: Email:	Email:

Notice shall be effective upon the date of receipt by the intended recipient. Any notice of breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement that 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.

6. Reports. Mecklenburg County shall maintain Project records, in such formats as the parties may agree. Such records shall be available to the City for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
7. Approvals. All approvals or consents required under this Agreement must be in writing.
8. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
9. Terms of Agreement. The terms of this Agreement shall commence on the Effective Date first describe above and shall expire when all of the funding directed to the City of Charlotte from the current and any future National Opioid Settlement Proceeds have been expended.

10. Amendments. The City Manager and County Manager, or their designees, are authorized to amend this agreement consistent with the purpose for which the agreement was approved.

IN WITNESS THEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CHARLOTTE:

MECKLENBURG COUNTY:

By: _____

By: _____

Title: City Manager_____

Title: County Manager_____

Date: _____

Date: _____

RESOLUTION DESIGNATING CHARLOTTE AS A BEE CITY USA AFFILIATE

WHEREAS, pollinators are responsible for the reproduction of almost 90% of the world's flowering plant species; and

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators by providing them with healthy habitat that is rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honeybees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms; and

WHEREAS, the City of Charlotte has shown a commitment to pollinators by creating and maintaining pollinator gardens on city property including Historic Elmwood Cemetery, Old City Hall, Charlotte-Mecklenburg Government Center, various CMPD locations, Third Ward Gathering Garden, and the Urban Arboretum Trail Garden at Martin St., among others; and

WHEREAS, the Keep Charlotte Beautiful committee, appointed by the Charlotte Mayor and City Council, engages over 450 volunteer groups annually to proactively beautify, maintain, and protect a clean, healthy, and safe environment, and continues to foster collaboration among government, residents, businesses and other private and nonprofit partners to support and inspire sustainable behaviors;

NOW THEREFORE BE IT RESOLVED, to enhance understanding among local government staff and the public about the vital role that pollinators play and what can be done to help sustain them, this resolution is adopted by the Charlotte City Council to proudly become a BEE CITY USA affiliate as follows:

1. The Housing & Neighborhood Services Department is hereby designated as the BEE CITY USA sponsor.
2. Facilitation of Charlotte's BEE CITY USA program will be facilitated by city staff and the Keep Charlotte Beautiful Committee (KCB).
3. City staff, KCB and community partners shall work together to advance the BEE CITY USA affiliate commitments, including activities such as:
 - Publicizing the Bee City USA program,
 - Hosting educational events and/or pollinator habitat plantings/restoration,
 - Developing a list of recommended native plants,
 - Creating or expanding pollinator-friendly habitats, and
 - Working with the city's Landscape Management division to identify improvements to pest management policies and practices as they relate to pollinator conservation.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 674-675.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION AUTHORIZING THE LEASE OF OFFICE SPACE
LOCATED AT 700 PARKWOOD AVENUE
TO MR. JEFFERY N. JACKSON

WHEREAS, the City of Charlotte ("City") owns property located at 700 Parkwood Avenue, in Charlotte, North Carolina (the "Property"), identified as Tax ID# 081-101-15;

WHEREAS, Jeffery Neale Jackson, a Member of the U.S. House of Representatives, desires to lease 1,431 square feet of office space at the Property for a local district office pursuant to the rules of the 118th Congress;

WHEREAS, North Carolina General Statute §160A-272 and the City Charter provide the City the authority to lease its property upon such terms and conditions as Council may determine;

WHEREAS, the proposed lease would begin March 14, 2023, and continue through January 2, 2025, at a monthly rental rate of \$2,265.09; and

WHEREAS, thirty (30) days' public notice was provided in accordance with North Carolina General Statute §160A-272, and the City Council is convened at a regular meeting.

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the City property described above to Jeffrey Neale Jackson, a Member of the U.S. House of Representatives, upon the terms and conditions set forth herein, and authorizes the City Manager, or his designee, to execute all instruments necessary to lease said property in conformity herewith.

THIS THE 13TH DAY OF MARCH 2023.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 676.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION AUTHORIZING THE DONATION OF A
SURPLUS CATS BUS SHELTER

WHEREAS, the City of Charlotte owns a bus shelter that was previously located at Sumter and State Streets in Charlotte, NC and that is no longer in condition for continued use by CATS (the "Bus Shelter"); and

WHEREAS, the Bus Shelter was purchased in January of 2012 for \$8,8416.17 and financed, in whole or part, with FTA funds; and

WHEREAS, the Bus Shelter that has reached the end of its useful life and has a fair market value less than \$5,000 may be disposed of pursuant to locally authorized methods; and

WHEREAS, North Carolina General Statute § 160A-280 permits the City to convey surplus or obsolete person property to a nonprofit organization incorporated by one of the United States; and

WHEREAS, Lake Wylie Christian Assembly is a non-profit organization incorporated by the State of South Carolina and seeks to utilize the bus shelter to provide a safe space for youth who need shelter while waiting for transportation; 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 §160A-280 of the North Carolina General Statutes, that it hereby authorizes the donation of the above-referenced Bus Shelter as follows:

THE CITY COUNCIL HEREBY APPROVES THE DONATION OF THE CITY SURPLUS PROPERTY DESCRIBED ABOVE TO LAKE WYLIE CHRISTIAN ASSEMBLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AUTHORIZES THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL INSTRUMENTS NECESSARY TO THE DONATION.

THIS THE 13th DAY OF March, 2023.

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 677.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
COUNTY OF MECKLENBURG PERTAINING TO IMPROVEMENTS TO CHERRY
PARK.

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 funding in order to improve Cherry Park, 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 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 678-678_____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON MARCH 13, 2023**

A motion was made by Councilmember Driggs and seconded
by Councilmember Molina 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 lines located within the NCDOT highway improvements project (Project U-6092), located at the intersection of Davidson-Concord Road and Robert Walker Drive; and

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$549,010; and

WHEREAS, Charlotte Water has programmed funding for said water line 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 13th day of March, 2023 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 679-679_____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON MARCH 13, 2023**

A motion was made by Councilmember Driggs and seconded by Councilmember Molina 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-5108), located along Northcross Drive between Sam Furr Road and Westmoreland Drive in the Town of Huntersville and Town of Cornelius; and
- WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$1,397,308.04; 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 13th day of March, 2023 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 680-680_____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON MARCH 13, 2023.**

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

WHEREAS, Edward L. (Ned) Curran has devoted nearly five decades of energy and vision, combining an outstanding career in commercial real estate and accounting with a passion for public service that has delivered more equitably inclusive communities within an innovative transportation network.

WHEREAS, Edward L. (Ned) Curran, understanding that safe and reliable transportation systems are essential to everyone and are foundational for great communities, sought opportunities to advance those systems through his public service. Curran made outstanding contributions as Chair of the Charlotte/Mecklenburg 2008 Committee of 21 Road Solutions; participation in the Charlotte region Fast Lanes study; Chair of the Charlotte Chamber Regional Roads Committee; Board Member of the Charlotte Trolley; member of the 1-77 Toll lane advisory committee; and Chair of the North Carolina Board of Transportation.

WHEREAS, Edward L. (Ned) Curran, demonstrated exceptional dedication to public service as he led several prominent organizations, serving as the Chair of the Charlotte Chamber of Commerce, the United Way of Central Carolinas, the Health Advisory Council for Charlotte Mecklenburg Schools, and as Co-Chair of the Charlotte Republican National Convention Host Committee while also serving on the Charlotte Regional Business Alliance and Charlotte Executive Leadership Council.

WHEREAS, Edward L. (Ned) Curran, throughout his career, held CEO and CEO Emeritus roles with extensive commercial real estate organizations, including the Bissell Companies and Northwood Office. He is now the Founder and President of Stone Cottage Advisors.

WHEREAS, Edward L. (Ned) Curran, currently serving as Chair of the Blue Cross Blue Shield of North Carolina Board of Trustees, also serves on the corporate Boards of SMC, ARIC and Biltmore Farms.

WHEREAS, Edward L. (Ned) Curran, is a recipient of the Order of the Long Leaf Pine and received his Bachelor of Science in Business Administration from the University of South Carolina.

NOW, THEREFORE, BE IT RESOLVED that the City of Charlotte respectfully requests the North Carolina Board of Transportation to name the Interstate 485/Weddington Road Interchange in honor of Edward L. (Ned) Curran to honor his contributions to the greater Charlotte region and State of 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 681-682.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION PROVIDING APPROVAL OF INLIVIAN'S ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO
EXCEED \$2,500,000 FOR THE FINANCING OF A MULTIFAMILY HOUSING
FACILITY TO BE KNOWN AS ALBEMARLE LANDING IN THE CITY OF
CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council (the "City Council") of the City of Charlotte (the "City") met in Charlotte, North Carolina at 6:30 p.m. on the 13th day of March, 2023; and

WHEREAS, INLIVIAN (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$2,500,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Albemarle Landing Limited Partnership, a North Carolina limited partnership, or an affiliated or related entity (the "Borrower"), of a qualified residential rental project to be known as Albemarle Landing (the "Development"); and

WHEREAS, the Development will consist of 128 units and related facilities located at approximately 5800 Albemarle Road in the City of Charlotte, Mecklenburg County, North Carolina; and

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

WHEREAS, on February 27, 2023, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City Council to approve the issuance of the Bonds as required by the Code; and

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

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

1. The issuance of the Issuer's multifamily housing revenue bonds for the proposed low income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, North Carolina by the Borrower in an amount not to exceed \$2,500,000 is hereby approved for purposes of Section 147(f) of the Code.

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

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

Ayes: Council members Winston, Anderson, Bokhari, Driggs, Graham, Johnson, Mayfield, Mitchell, Molina, Watlington

Nays: _____

Not voting: Ajmera

* * * * *

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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 683-686.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Exhibit A

Certificate and Summary of Public Hearing

(Attached)

CERTIFICATE AND SUMMARY

The undersigned designated hearing officer of INLIVIAN hereby certifies as follows:


1. Notice of a public hearing (the "Hearing") to be held on February 27, 2023, with respect to the issuance of bonds by INLIVIAN for the benefit of Albemarle Landing Limited Partnership, a North Carolina limited partnership, or an affiliate or subsidiary thereof (the "Borrower") was published on February 19, 2023, in *The Charlotte Observer*.
2. I was the hearing officer for the Hearing.
3. The following is a list of names and addresses of all persons who spoke at the Hearing:

None

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

None

IN WITNESS WHEREOF, my hand this 27th day of February, 2023.

By: 
Name: Kevin Boyett
Title: Hearing Officer

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 13th day of March 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 687-689.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Taxpayers and Refunds Requested

508 W FIFTH LLC	2,436.24
508 W FIFTH LLC	2,523.03
508 W FIFTH LLC	2,523.03
AIKEN, JAMES	415.52
ALLEN, BRUCE	220.96
ALLEN, BRUCE	232.38
ALLEN, BRUCE	279.90
ALLEN, BRUCE	470.87
ALLEN, JIMMIE LEE & ANGELA MAE	405.18
AUBRECHT, ANITA THERESE	762.80
AVISON YOUNG NORTH CAROLINA LLC	8.84
AVISON YOUNG NORTH CAROLINA LLC	18.77
AVISON YOUNG NORTH CAROLINA LLC	30.19
CARIBBEAN HUT	45.33
CAROLINA RESIDENCE INC	0.65
CENTRO BONO FOUNDATION	1,302.79
CITY OF CHARLOTTE	82.03
CLYBURN, DIANNA G	249.31
CONTRERAS, ALEJANDRO & CONTRERAS, MARIA A & CONTRERAS, ALBA A	355.82
CR BALLANTYNE LLC	261.12
CRAWFORD, MARSHALL R & CRAWFORD, ROSA G	163.30
CROCKETT, LILLIE	195.11
FCP MHC LAND CO NC SALES LLC	139.21
FINCH, DIANE M & FINCH, JUSTIN M	210.84
FLATS AT MCCULLOUGH	967.85
FRANCHE, BARBARA BLANTON	430.76
GOOD, HOWARD S & GOOD, KATHRYN A	247.50
GORDON, WILLIAM & GORDON, PATRICIA	255.51
GREAT CLIPS FOR HAIR	72.47
GREGORY, PHIL L	163.30
JENKINS, RONALD R & JENKINS, JACQUELINE D	163.30
KELLGREN, MARK & KELLGREN, EILEEN	156.65
KIDS R KIDS OF NC #5	6.49
LAZO, REINA	492.81
MADRID, SERENNA	163.31
MARILYN SHOW	3.29
MARSHALL, RUTH PETTUS	163.31
MCDONALD, FRANK & MCDONALD, GLORIA	202.68
MCKINNEY, REGINALD A & MCKINNEY, SHERRI	163.30
METHODS MACHINE TOOLS INC	102.17
METROPOLITAN BUILDERS & SUPPLY COMPANY	182.35
MOORE, ERIC R & ASHFORD, JACQUELINE YVONNE	139.16
MORGAN, JERRY KEITH & MORGAN, NANCY JILL	165.00
MORGAN, JERRY KEITH & MORGAN, NANCY JILL	165.00
MORGAN, JERRY KEITH & MORGAN, NANCY JILL	165.00
MORGAN, JERRY KEITH & MORGAN, NANCY JILL	165.00
MUNENE, VIVIAN M	319.53

Taxpayers and Refunds Requested

OERLIKON TEXTILE INC	436.91
OKAY, BERRIN & OKAY, BORA H	558.13
OVERBY, KAITLYN SARAH	731.93
OVERCASH, DONNA L	609.49
PASTA & PROVISIONS	3.25
PASTA & PROVISIONS	19.57
PASTA & PROVISIONS	281.90
PORTER, BARBARA Y	156.65
POUND ENTERPRISES INC	4.93
RAINEY, LAURICHARD S & BIG EAGLE, RAMONA MOORE	357.45
REYNOLDS, ROBERT	6.03
RICHARDSON, JAMES L & RICHARDSON, HATTIE D	221.85
ROBERTS, MARIAN B	181.45
ROMERO, FULTON L & ROMERO, TERESA H	606.77
SHABICA, MARY	389.03
SHEPLOCK, LAUREN RENAE	93.75
SINGLETARY, CHARLEY ANN & SINGLETARY, TYLER KEITH	79.38
SMITH, FRANCES JENKINS (B/W)	328.05
SMITH, TIMOTHY & JIMENEZ, PAMELA	282.39
STAFF SOLUTIONS	2.44
STAFF SOLUTIONS	14.63
STEVENSON WEIR / SOUTHERN LLC	389.99
TALBERT, ROSE	343.66
TARGET STORES #2080	1,373.21
TATE, SHANISE	163.31
TATE, SHELIA	342.39
TAYLOR, ACEY WOODROW & TAYLOR, NAM S	300.84
THOMAS, LYNDA MOODY	163.31
TOMSYCK, JOHN CLEMENT	16.88
TOMSYCK, JOHN CLEMENT	17.24
WALKER, MINNIE LEE	170.02
WALLACE, GERTRUDE M & HSBD JAMES ALEXANDER	274.17
WARITAY, MATTIE YVETTE	214.30
WEINSTOCK, HOWARD WILLIAM	1,186.30
WEISS, SCOTT HENRY	71.06
WHARTON, DEMETRIUS T & WHARTON, PATRICIA	163.31
ZAMORA, ERICK	682.03
ZIEFERT, LINDA	401.19
	<hr/>
	\$ 30,028.15

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 **MCDOWELL BASIN INTERCEPTOR 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 **MCDOWELL BASIN INTERCEPTOR IMPROVEMENTS** and estimated to be:

20,942 sq. ft. (0.481 ac.) **Sanitary Sewer Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 015-051-09 said property currently owned by **BERTRAM ALEXANDER BARNETTE, JR. AND LILLIAN UNGER BARNETTE**, 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 690.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



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 **MCDOWELL BASIN INTERCEPTOR 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 **MCDOWELL BASIN INTERCEPTOR IMPROVEMENTS** and estimated to be:

9,128 sq. ft. (0.210 ac.) **Sanitary Sewer Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 015-091-05 said property currently owned by **JOSHUA T. WORLEY AND ASHLEY S. WORLEY**, 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 13th day of March 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 691.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of March 2023.



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

Stephanie C. Kelly, City Clerk, MMC, NCCMC