

**RESOLUTION OF INTENT
TO CONSIDER AN ORDINANCE AMENDING THE CITY CHARTER TO CHANGE
THE LENGTH OF THE TERMS OF OFFICE OF THE MAYOR AND COUNCIL
MEMBERS FROM TWO-YEARS TO FOUR-YEARS, TO CHANGE FROM TWO-YEAR
TO FOUR-YEAR STAGGERED TERMS FOR THE MAYOR AND COUNCIL
MEMBERS, TO CHANGE THE NUMBER OF COUNCIL MEMBERS FROM ELEVEN
TO TWELVE AND SETTING THE DATE FOR A PUBLIC HEARING**

WHEREAS, pursuant to the provisions contained in Part 4 of Article 5 of Chapter 160A-101 and 160A-102 of the North Carolina General Statutes, the Charlotte City Council may adopt an ordinance to amend the Charter of the City of Charlotte to implement any of the optional forms set out in G.S. 160A-101, AND

WHEREAS, the provisions contained in Part 4 of Article 5 of Chapter 160A-102 requires that the proposed Charter amendments first be submitted to a public hearing and that the notice thereof be published not less than ten (10) days prior to the date fixed for the public hearing;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Charlotte hereby intends to consider an ordinance to change the form of government as follows:

1. By amending the Charter of the City of Charlotte set forth in Chapter 2 of Session Law 2000-26 of North Carolina, as amended, to change the length of terms of the mayor and member of the Charlotte City Council from two years to four years as authorized by G.S. 160A-101(4).
2. By amending the Charter of the City of Charlotte set forth in Chapter 2 of Session Law 2000-26 of North Carolina, as amended, to change from two-year to four-year staggered terms for the mayor and members of the Charlotte City Council as authorized by G.S. 160A-101(4). It is proposed that at the regular municipal election to be held in (2025), that the (mayor and at-large or all district council members) candidates shall be elected for four-year terms, while the (district council members or the mayor and at-large) candidates shall be elected for two-year terms. At the regular municipal election to be held in (2027), and every four years thereafter that the (mayor and at-large or the district council members) candidates shall be elected to serve for four-year terms. At the regular municipal election to be held in (2029) and every four years thereafter, the mayor and all city council members shall be elected for four-year terms.
3. By amending the Charter of the City of Charlotte set forth in Chapter 2 of Session Law 2000-26 of North Carolina, as amended, to change the

number of councilmembers from 11 to (12), as authorized by G.S. 160A-101(5).

4. A public hearing date on the proposed ordinance is hereby called at the Charlotte-Mecklenburg Government Center at 6:30 pm on Monday, March 13, 2023.
5. Following the public hearing called hereby, the Charlotte City Council shall consider passage of the ordinance at its regular meeting on Monday (April 10 or May 8).
6. The City Clerk is hereby directed to cause to be published in the (Charlotte Observer) a proper notice of the public hearing called, which notice shall contain a summary of the proposed Charter amendments.

Adopted this the 13th day of February 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 February 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 583-584.

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



Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION AUTHORIZING INTERLOCAL EXPRESS BUS
SERVICE AGREEMENT WITH THE CITY OF CONCORD**

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON FEBRUARY 13, 2023. THIS RESOLUTION AUTHORIZES THE INTERLOCAL EXPRESS BUS SERVICE AGREEMENT WITH THE CITY OF CONCORD.

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, units of local government of this State are authorized to enter into agreements with each other, and with units of local government in other States, in order to execute any undertaking; and

WHEREAS, under Article 16 of Chapter 160A of the North Carolina General Statutes, cities are authorized to operate public enterprises including public transportation systems; and

WHEREAS, the City of Concord operates and provides, through its public transit department "Rider Transit" and/or its contractors, the Concord Charlotte Express (CCX) public transit service connecting Cabarrus County destinations to destinations within Mecklenburg County, thereby reducing vehicular traffic on the roadways of Cabarrus and Mecklenburg Counties in North Carolina; and

WHEREAS, the City of Charlotte in return has agreed to reimburse the City of Concord for a portion of the operating costs for the CCX and the Cities together desire to continue regional public transit service between Concord and Charlotte, in accordance with Rider Transit and Charlotte Area Transit System Missions and Policies and upon conditions as agreed upon by the parties in an Interlocal Agreement; and

WHEREAS, North Carolina General Statute §160A-461 requires that Interlocal Agreements "be ratified by resolution of the governing board of each unit spread upon its minutes".

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

1. Approves and ratifies the proposed Interlocal Agreement under which the City of Charlotte will reimburse the City of Concord for 50% of the operating costs of the regional transit service provided by the City of Concord for a minimum of two and up to seven years;
2. Authorizes the City Manager and his designees to execute agreements consistent with the terms as presented to City Council with such technical corrections and modifications as may be necessary to effect the spirit and intent of those agreements;
3. Authorizes the Chief Executive Officer of the Charlotte Area Transit System to undertake all activities and measures necessary for the functional operation of the services agreed upon by the City in conjunction with this Interlocal Agreement;
4. Directs that this resolution and its adoption be reflected in the minutes of the Charlotte City Council.

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 February 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 585-595.

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



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

Stephanie C. Kelly, City Clerk, MMC, NCCMC

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CITY OF CONCORD REGIONAL TRANSIT SERVICE
CONTRACT#**

INTERLOCAL TRANSIT SERVICES AGREEMENT

THIS INTERLOCAL TRANSIT SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1st, 2022 (the “Effective Date”), by and between the **CITY OF CONCORD**, a North Carolina municipal corporation, by and through its public transit department, the **Rider System** (hereinafter referred to as “Concord” or “Rider”); and the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, by and through its public transit department, the **Charlotte Area Transit System** (hereinafter referred to as “Charlotte” or “CATS”).

RECITALS

WHEREAS, Concord operates and provides, through Rider and/or its contractors, the Concord Charlotte Express (CCX) public transit service connecting Cabarrus County destinations to destinations within Mecklenburg County, thereby reducing vehicular traffic on the roadways of Cabarrus and Mecklenburg Counties in North Carolina; and

WHEREAS, the parties desire to continue regional public transit service between Concord and Charlotte, in accordance with Rider and CATS’ Mission and Policies and upon conditions as agreed upon by the parties; and

WHEREAS, pursuant to North Carolina General Statute §160A-461, the parties may enter into Interlocal Agreements to jointly undertake public enterprise activities, such as the provision of regional transit service;

NOW, THEREFORE, in consideration of the payments, covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference:

- | | |
|------------|---|
| Exhibit A: | Service Schedule |
| Exhibit B: | Project Operating Costs |
| Exhibit C: | Public Input Requirement Procedures – Rider System |
| Exhibit D: | Public Input Requirement Procedures – Charlotte Area Transit System |
| | Major Service Changes and/or Fare Change Reviews (CATS CivR01) |
| | Public Process for Fare and Service Changes (CATS MC01) |

Each reference to this Agreement shall be deemed to include all incorporated Exhibits. Any conflict between language in the body of this Agreement and an Exhibit shall be resolved in favor of the main body of this Agreement.

2. DEFINITIONS.

- 2.1. PROJECT: The implementation and operation of a regional commuter bus service between the Concord and Charlotte during the term of this Agreement.
- 2.2. PROJECT OPERATING COSTS: All costs required for the Project during the term of this Agreement, including but not limited to preventive and routine maintenance of the necessary equipment and administrative costs.
- 2.3. PROPORTIONAL SHARE: The portion or share of the Project Operating Costs which Charlotte has agreed to undertake and pay according to the terms of the Agreement.

3. FEDERAL REQUIREMENTS.

- 3.1. FEDERAL FUNDS AND REQUIREMENTS. The parties acknowledge that they both receive funds from the Federal Transit Administration (FTA) for certain costs of their public transit system and are, therefore, required to meet certain federal requirements. Both parties agree to follow, or otherwise cooperate in, compliance with applicable federal requirements, including but not limited to amendment of this Agreement if required.
- 3.2. SERVICE MODIFICATION, PUBLIC INPUT. As federal grantees, both parties must develop and employ a “locally developed process” to solicit, receive and consider public input before carrying out a major reduction or termination of transportation services or a substantial increase in the costs of service. Concord’s locally developed process is incorporated as **Exhibit C** and Charlotte’s locally developed process is incorporated as **Exhibit D**. Each party agrees to cooperate with the other party in each party’s implementation of its locally developed process for public input as provided herein and as may be amended, when required.

4. PURPOSE, SERVICE.

- 4.1. PURPOSE. The purpose of this Interlocal Agreement is to set forth terms and conditions by which Concord, acting through Rider, will provide regional commuter bus service between Concord and Charlotte and to ensure that such service shall be provided in accordance with all applicable federal, state, and local laws and Rider and CATS’ Mission and Policies.
- 4.2. SERVICE.
 - 4.2.1. Service Routes. Rider, in consultation with the CATS, has established appropriate service routes and schedules for transit service between Concord and Charlotte, and shall define such other components related to the service to be provided pursuant to this Agreement as needed. The current service schedule is attached as **Exhibit A** and incorporated herein. Route modifications may be made as needed to ensure an effective connection between Rider and CATS.

4.2.2. Service Quality. The objective of the Concord Charlotte Express Service (CCX) is to operate in a manner that is safe, reliable, and efficient and which maximizes potential ridership. To ensure quality service and to promote effective communications, the parties will meet at regular intervals, as from time to time agreed.

4.2.3. Personnel. Concord shall provide all personnel for the Project through its existing contract for transit management services. All jurisdiction, authority, rights, privileges, and immunities (including under North Carolina workers' compensation laws) enjoyed by the officers, agents, and employees of Concord and its transit management provider within the territory of Concord shall be enjoyed within the territory of Charlotte when they are acting within the scope of their authority or the course of their employment.

4.2.4. Vehicles. Concord shall provide vehicles for the Project and title to the vehicles, including all replacement parts, shall remain with Concord throughout the Project and at termination of the Project.

4.2.5. Termination/Modification of Project. Subject to the obligations set forth in Section 8, Concord shall have the right to evaluate, modify, or terminate the Project, in consultation with Charlotte, in accordance with adopted CATS' Financial and Service Policies, including but not limited to **Exhibit D**, as those policies may be amended from time to time.

5. FINANCIAL SUPPORT.

5.1. APPORTIONMENT OF COSTS. The Project Operating Costs and the Proportional Share of the Project Operating Costs to be paid by CATS are set forth in **Exhibit B**.

5.2. SERVICE COST SHARE. Charlotte agrees to pay Concord 50% of (a) the annual Project Operating Costs minus (b) any fare revenue, as specifically defined in **Exhibit B**, in 12 equal monthly installments beginning July 1st, 2022, and, unless sooner amended, adjusted annually based on the prior year operating costs, continuing so long as this Agreement shall remain in effect.

6. INVOICES. Concord shall invoice Charlotte on a monthly basis. Charlotte shall remit all payments within thirty (30) days of receiving each monthly invoice to the address shown on the invoice or to:

Rider Transit Center
45 Transit Court NW
Attn: L.J. Weslowski
Concord, NC 28025

7. ADMINISTRATION. Each party shall designate a Project Administrator to oversee the administration of this Agreement. Each Project Administrator shall be responsible for the

coordination, management, and oversight of the Project necessary to carry out the terms of this Agreement. Until the parties give written notice otherwise, the Project Administrators are:

For Charlotte:

Pamela White
Charlotte Area Transit System
600 East Fourth Street
Charlotte, North Carolina 28202
Telephone: 704-336-2226
Email: pwhite@charlottenc.gov

For Concord:

L.J. Weslowski
Rider Transit System
45 Transit Court NW
Concord, North Carolina 28025
Telephone: 704-920-5878
Email: weslowlj@concordnc.gov

8. TERM, TERMINATION, MODIFICATION.

8.1. TERM. This Agreement is effective as of July 1, 2022, and shall remain in effect until June 30, 2024 (the "Initial Term"). The parties shall have the option to extend the Agreement for up to five (5) additional one-year terms beyond the Initial Term. The Agreement shall automatically renew on July 1st for another year term unless either party provides written notice of intent not to renew no later than March 1st. Such automatic extensions will not continue beyond the five option year terms provided in this Section. The parties agree that upon the Effective Date of this Agreement, the previous Interlocal Transit Services Agreement 2019000119 between the parties shall be terminated.

8.2. TERMINATION/MODIFICATION OF SERVICE. For purposes of this Agreement, any reduction or termination of any portion of the service or service route established by this Agreement shall constitute a "major reduction in service" for purposes of the federal requirements outlined in Section 3 above. Charlotte shall provide no less than one-hundred twenty-five (125) days written notice to Concord for any requested modification, reduction in, or elimination of service, including any proposed reduction in its share of the Project Operating Costs.

8.2.1. Estimated Project Operating Costs. Concord shall supply Charlotte with Concord's estimate of the Project Operating Costs for the upcoming term of service, prior to February 1st before said term begins ("Estimated Project Operating Costs"). The City shall notify Concord whether or not it intends to continue its participation in the Project by March 1st after having received the Estimate of Project Operating Costs.

8.3. TERMINATION.

8.3.1. Termination for Convenience. Either party may terminate this Agreement at any time, without cause, upon no less than one-hundred twenty-five (125) days written notice to the other party. CATS shall still be obligated to pay its share of the Project Operating Costs for the then current fiscal year of the Agreement through the date of termination.

8.3.2. Termination for Default. Concord may terminate this Agreement for default in the event the Charlotte fails to make timely payment. Such termination shall not

relieve the Charlotte from its obligation to pay its share of the Project Operating Costs for the then current fiscal year of the Agreement through the date of termination. Charlotte may terminate this Agreement for default in the event Concord fails to provide service per the terms of this Agreement. Such termination shall relieve the Charlotte from its obligation to pay its share of the Project Operating Costs retroactive to the date of service termination.

8.3.3. Authority to Terminate. The following persons are authorized to terminate this Agreement on behalf of the parties: (a) the Concord or Charlotte City Managers, and any Assistant Concord or Charlotte City Manager or any designee of the Concord or Charlotte City Managers; (b) the Chief Executive Officer of the Charlotte Area Transit System.

9. NOTICES AND PRINCIPAL CONTACTS.

9.1. 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, or by electronic mail to the Principal Contact of the intended recipient, identified below, at the address set forth below.

For Charlotte:

Pamela White
Charlotte Area Transit System
600 East Fourth Street
Charlotte, North Carolina 28202
Telephone: 704-336-2226
Email: pwhite@charlottenc.gov

For Concord:

L.J. Weslowski
Rider Transit System
45 Transit Court NW
Concord, North Carolina 28025
Telephone: 704-920-5878
Email: weslowlj@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance or 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):

Concord City Attorney
35 Cabarrus Avenue W
Concord, NC 28025
Telephone: 704-920-5118
kolczynv@concordnc.gov

City of Charlotte Attorney's Office - CATS Legal
600 East Fourth Street
Charlotte, NC 28202
Telephone: 704-336-2254

Email: stuart.pratt@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by 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.

10. MISCELLANEOUS.

- 10.1. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.
- 10.2. AMENDMENT. No amendment, addition or change to this Agreement shall be valid unless it is in writing, makes specific reference to it by date, is then currently dated, and is signed by both parties to this Agreement.
- 10.3. GOVERNING LAW, JURISDICTION AND VENUE. North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.
- 10.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 10.5. SPECIAL OR CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other party, or the other party's agents or representatives, for or on account of any stoppages or delay in the performance of any of its obligations, or any other consequential, indirect, or special damages or lost profits related to this Agreement.
- 10.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this

Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 10.7. NO PUBLICITY. No advertising, sales promotion, representations, or other materials of Concord or its agents may identify or reference this Agreement or Charlotte in any manner absent the written consent of Charlotte. Notwithstanding the forgoing, the Concord may list the Charlotte as a reference in responses to requests for proposals and may identify Charlotte as a customer in presentations to potential customers.
- 10.8. REPORTS. Concord shall maintain service-related records, including ridership numbers, in such formats as the parties may agree. Such records shall be available to Charlotte for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
- 10.9. APPROVALS. All approvals and consents required under this Agreement must be in writing.
- 10.10. 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 or enforce 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 or of any other covenant.
- 10.11. SURVIVAL OF PROVISIONS. All provisions of this Agreement which by their nature and effect are required to be observed, kept, or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:
- | | |
|------------|-----------------------------------|
| Section 8 | "Term, Termination, Modification" |
| Section 9 | "Notices" |
| Section 10 | "Miscellaneous" |
- 10.12. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. Concord agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to this Agreement. Concord further agrees that at all times during the term of this Agreement it will not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, disability or other legally protected category in the performance of this Agreement. Concord further agrees to be, and at all times remain in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 10.13. CONSTRUCTION OF TERMS. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule of interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the

benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

- 10.14. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Agreement is solely that of independent Contractors. Nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power of authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

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

CITY OF CONCORD

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

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

City of Charlotte Officer

Date

Exhibit B (Project Operating Costs)

FY 21-22 CCX Service Cost	= \$345,502.23
FY 21-22 Fuel Cost	= \$ 58,420.60
Total FY 21-22 Operating Cost	= \$403,922.83
FY 21-22 Fare Revenue	= <u>\$ 10,208.58</u>
Total Net Operating Cost	= \$393,714.25
 50% Net Operating Cost/CATS share for FY 22-23	 = \$196,857.12

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

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

(The Applicant Agency)

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

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

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

MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

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

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

(Chairperson/Mayor)

(Clerk)

SEAL



CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of February 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 596-597.

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



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 13th day of February 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 February 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 598-602.

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



Stephanie C. Kelly, City Clerk, MMC, NCCMC

Taxpayers and Refunds Requested

1300 S MINT ST LLC	916.46
1300 S MINT ST LLC	1,736.35
861 LLC .	126.80
A2Z CASH & CARRY INC	36.03
ACTING OUT STUDIO LLC	2.17
AGHDASI, BAHIEH	534.91
ALTURA SOUTHBEND OWNERS ASSOCIATION	51.70
ARNOLD, TONYA	160.96
AVALONBAY COMMUNITIES INC / AVALON HUB SOUTH END LP	6,674.62
BARRETT, MICHAEL	64.20
BENEFIT CONTROLS INC	1.31
BOYKINS, EBONY	160.95
BROWN, ALEX D	160.95
CAIN, KEITH DOUGLAS	160.95
CALLAWAY, JAY WESLEY	110.51
CALLWOOD, KAREN K	495.38
COFFEY, FLORENCE WALLACE	318.51
COLLINS, NATASHA	160.96
COMMANDER, DIANE	214.61
COSBY, SEAN AUGUSTUS & COSBY, TIFFANY L M	160.96
COVENANT PROPERTIES OF THE CAROLINAS	16.17
COZZA, LISA	926.45
CROSBY, LUELLA B	167.75
DAVIS, STACEY ERIC & DAVIS, ANGELA MCPHATTER	160.95
DEUTSCHE BEVERAGE TECHNOLOGY	495.23
DIXON, BRIAN KENLEY JR	458.18
DOBBINS, JENNA K	495.38
DOG WIZARD (THE) - THE DOG WIZARD OF CHARLOTTE LLC	10.19
ELLISON, ELMA T	336.09
FAJARDO, CELIA	295.80
FLEET TRUCK SERVICE INC	82.66
FRANCIS, ANDREW DAVID	495.38
GETTYS, BOBBY A & GETTYS, VIRGINIA J	168.10
GRISHABER, BRADLEY E	499.31
GUEVARA, MIGUEL A & GUEVARA, DELMA	160.96
HALLMARK BUILDING CORPORATION	497.88
HILL, IRENE PATRICIA	288.29
HOLDEN SOURS CPA PLLC	2.31
HOLIT, RAMONE D & HOLIT, SHANNEL	214.42
HOLLEY ENTERPRISE LLC	23.91
HOOD, NANCY KAY & KAY, NANCY H	119.57
HOSEY, JERRY	160.96
INDULGENCE SALON & SPA INC	25.56
JULURU, SRI HARISH & TOMAR, PARVINDER SINGH	126.80
KANKIPATI, KAVITHA S	244.57
KLUTZ, GRADY GENE & KLUTZ, SUSAN DARLENE	160.96
KS ASIAN XPRESS	22.54

[illegible]

Taxpayers and Refunds Requested

[illegible]

February 13, 2023
Resolution Book 53, Page 602

Taxpayers and Refunds Requested

REGIONAL FINANCE CORP #657	98.45
REGIONAL FINANCE CORP #659	32.28
RIDDICK, MICHAEL	373.33
ROBINSON, VERITTA A	348.01
RTH INC	1.97
SAMS MART - SAID ZZ INC	101.99
SARDO, GLORIA J & SARDO, MICHAEL ANTHONY	402.92
SAV WAY FOODS INC	224.41
SAVEDGE, LINTENO	160.95
SHAKUR, FARID NADIM & SHAKUR, AMINAH	160.96
SNAPAV	5,618.33
SNAPAV	7,729.92
SOUTH OAK CROSSING LLC	1,625.68
SOUTH OAK CROSSING LLC	1,894.48
SOUTH OAK CROSSING LLC	2,100.56
SPILLMAN, ISHANAY	160.96
STONEGROVE AT WHITEHALL HOMEOWNERS	143.07
STONEGROVE AT WHITEHALL PHASE 2 & HOMEOWNERS ASSOCIATI	143.07
STONEWALL STATION PROPERTY OWNER LL	31,055.94
STONEWALL STATION PROPERTY OWNER LL	34,434.18
STONEWALL STATION PROPERTY OWNER LL .	27,182.53
SUN STOPPERS WEST	2.06
T AND T NAILS SPA	24.49
TECHNICUTS OF CHARLOTTE	11.68
TERRY, CHRISTOPHER DANIEL & FULTON, CHERYSE MONIQUE	160.96
TOUCH OF SOUTH	10.69
TRIPLETT, DEBORAH	950.88
WALKER, JOHN H & WALKER, ROSIE M	160.96
WARREN, EARLWIN T	160.96
YOUNG, ROGER W & YOUNG, PATSY Y	284.71

\$	156,260.39
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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 **UNIVERSITY RESEARCH PARK SIDEWALK**; 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 **UNIVERSITY RESEARCH PARK SIDEWALK** and estimated to be:
3,198 sq. ft. (0.073 acre) of Sidewalk Utility Easement
3,745 sq. ft. (0.086 acre) of Temporary Construction Easement

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 047-155-02 said property currently owned by **GALAXY PROPERTIES I, LP**, 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 February 2023, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 603.

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



Stephanie C. Kelly, City Clerk, MMC, NCCMC