

**PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

**FY 2024 RESOLUTION**

**Coordination of Public Transportation (ConCPT), Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Winston and seconded by Driggs for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for “purchase-of-service” projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, City of Charlotte hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

August 28, 2023

Resolution Book 54, Page 119

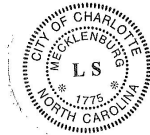
WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that Charlotte Area Transit System is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide urban public transportation services.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 118-119.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk



**A RESOLUTION AUTHORIZING THE ISSUANCE OF AIRPORT REVENUE BONDS OF THE CITY OF CHARLOTTE AND VARIOUS AGREEMENTS AND ACTIONS IN CONNECTION WITH SUCH TRANSACTIONS**

**WHEREAS**, the City of Charlotte, North Carolina, a municipal corporation in the State of North Carolina (the “City”), owns and operates within the City a public airport known as the Charlotte Douglas International Airport (together with such additions thereto as may be made from time to time, the “Airport”);

**WHEREAS**, the City is empowered, under the constitution and laws of the State of North Carolina (the “State”), particularly The State and Local Government Revenue Bond Act (Article 5 of Chapter 159 of the General Statutes of North Carolina), as the same may be amended from time to time (the “Act”), to issue its revenue bonds for the purpose of financing airport facilities and refunding prior bonds issued for such purposes;

**WHEREAS**, the City Council of the City (the “City Council”) on April 24, 2017 adopted a bond order authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “Order”);

**WHEREAS**, the City Council has determined and hereby further determines that it is in the City’s best interest to finance and refinance the costs of Airport facilities and improvements in accordance with the Airport’s capital improvement plan (the “Projects”);

**WHEREAS**, the City has proceeded with financing some of the Projects on an interim basis from the proceeds of bond anticipation notes, including the City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2022 (the “2022 BAN”);

**WHEREAS**, the City Council has determined that it is desirable to refinance the 2022 BAN in order to further finance a portion of the Projects and achieve a long-term fixed cost of funds for a portion of the Projects financed and refinanced with the 2022 BAN;

**WHEREAS**, in order to obtain funds to refinance a portion of the 2022 BAN, further finance the Projects, the City Council has determined to approve the transactions described herein whereby the City will authorize and approve the issuance of a series of its airport revenue bonds to be known as “City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023A (Non-AMT)” (the “2023A Bonds”) and a series of its airport revenue bonds to be known as “City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023B (AMT)” (the “2023B Bonds” and together with the 2023A Bonds, the “2023 Bonds”);

**WHEREAS**, the 2023 Bonds will be sold pursuant to a Bond Purchase Agreement among the Local Government Commission of North Carolina (the “LGC”), the City and BofA Securities, Inc., on its own behalf and on behalf of the co-managing underwriters named therein, as underwriters (the “*Underwriters*”) for the 2023 Bonds authorized hereunder (the “*Bond Purchase Agreement*”);

**WHEREAS**, the City Council has been advised and further determines that it may be possible to achieve debt service savings by refunding on a forward-delivery basis all or a portion of the City’s Airport Refunding Revenue Bonds, Series 2014A maturity on and after July 1, 2025 (the “*2014A Bonds*”);

**WHEREAS**, in order to obtain funds to refund all or a portion of the 2014A Bonds, the City Council has determined to approve the transactions described herein whereby the City will authorize and approve the issuance of a series of its airport revenue bonds to be known as “*City of Charlotte, North Carolina Airport Revenue Refunding Bonds, Series 2024A (Non-AMT)*” (the “*2024A Bonds*” and collectively with the 2023 Bonds, the “*Bonds*”);

**WHEREAS**, if the City staff determines that the City can achieve sufficient debt service savings by refunding the 2014A Bonds, the 2024A Bonds will be sold pursuant to a Forward Bond Purchase Agreement among the Local Government Commission of North Carolina (the “LGC”), the City and BofA Securities, Inc., on its own behalf and on behalf of the co-managing underwriters named therein, as underwriters (the “*Underwriters*”) for the 2024A Bonds authorized hereunder (the “*Forward Bond Purchase Agreement*”);

**WHEREAS**, copies of the forms of the following documents relating to the transactions described above have been filed with the City Clerk and are available to the City Council:

1. the Bond Purchase Agreement;
2. the Forward Bond Purchase Agreement;
3. an Escrow Agreement between the City and U.S. Bank Trust Company, National Association, as escrow agent, related to the refunding 2014A Bonds; and
4. a preliminary official statement with respect to the Bonds deemed final as of its date, except for the omission of no more than the information permitted to be omitted by Rule 15c2-12 (“*Rule 15c2-12*”) under the Securities Exchange Act of 1934, as amended (the “*Preliminary Official Statement*”);

**WHEREAS**, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder (collectively, the “*Code*”), the City Council held a public hearing on August

28, 2023, after notice being duly given (the “*Public Hearing Notice*”) regarding the issuance of the Bonds and a bond anticipation note (the “*2023 Note*”) in connection with the financing and refinancing Projects, and now desires to approve the issuance of the Bonds and the financing and refinancing of the Projects with the proceeds thereof in accordance with the Code; and

**WHEREAS**, the City has applied to LGC for approval of the Bonds as required by the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlotte, North Carolina that the City Council has determined to adopt, in accordance with Section 208 of the Order, this Resolution authorizing the issuance of the Bonds under the Order, as follows:

**Section 1.** For purposes of this Resolution, all capitalized, undefined words have the meanings ascribed to them in Appendix A attached hereto (the “*Appendix*”). The Appendix is incorporated into this Resolution by reference. This Resolution is a Series Resolution under the Order.

**Section 2.** The 2023 Bonds are to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance a portion of the 2022 BAN, (2) further finance a portion of the Projects, (3) fund any necessary debt service reserves for the 2023 Bonds, (4) pay capitalized interest on the 2023 Bonds and (5) pay the costs of issuing the 2023 Bonds.

The 2024A Bonds, if and when issued, are to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refund all or a portion of the 2014A Bonds and (2) pay the costs of issuing the 2024A Bonds.

**Section 3.** The City will issue not to exceed \$475,000,000 in total aggregate principal amount of its 2023 Bonds. The City Manager and the Chief Financial Officer, with advice from bond counsel and the City’s financial advisors, are authorized to determine the aggregate principal amounts of the 2023A Bonds and the 2023B Bonds, respectively, to be issued so long as the combined amount is not in excess of the amount set forth in the preceding sentence.

The City Manager and the Chief Financial Officer, with advice from the City’s financial advisors, are authorized to determine if the City will achieve sufficient debt service savings and if it is in the City’s best interest to refund all or any portion of the 2014A Bonds from the issuance of the 2024A Bonds. If so determined, the City will issue not to exceed \$75,000,000 in total aggregate principal amount of its 2024A Bonds. The City Manager and the Chief Financial Officer, with advice from bond counsel and financial advisors, are authorized to determine the 2014A Bonds to be refunded and the final aggregate principal amounts of the 2024A Bonds to be issued. If it is determined to not issue the 2024A Bonds under this Resolution, then all the provisions of this Resolution related to the 2024A Bonds will be null and void.

**Section 4.** The City Council requests that the Bonds be sold at private sale without advertisement to the Underwriters at such price as the LGC determines to be in the best interest of the City and as set forth in the City's application, but at a true interest cost not exceeding 6.00%. The City Council approves the award of the Bonds by the LGC and directs the authentication and delivery of the Bonds upon payment of the purchase price plus the accrued interest thereon.

**Section 5.** The Bonds are to be dated as of their date of issuance and pay interest and have such other terms as set forth in the Appendix.

**Section 6.** The Bonds are payable in annual installments on July 1 in each year, as set forth in the Chief Financial Officer's certificate under Section 2.03 of the Appendix.

**Section 7.** The City covenants to take such action as may be required in the opinion of Bond Counsel to cause the Bonds and all actions of the City with respect to the proceeds thereof to comply with the Code. The Authorized Officers (as defined below) are hereby authorized to execute a certificate or agreement in order to comply with Section 148 of the Code.

**Section 8.** The form and content of the Bond Purchase Agreement, the Forward Bond Purchase Agreement and the Escrow Agreement (collectively, the "*Bond Documents*") are in all respects authorized, approved and confirmed. The Mayor, the City Manager and the Chief Financial Officer, including anyone serving as such in an interim capacity, and their respective designees (the "*Authorized Signatories*"), are hereby authorized, empowered and directed to execute and deliver the Bond Documents for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Documents, the Mayor, the City Manager, the Chief Financial Officer, the Aviation Director and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees (the "*Authorized Officers*"), are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Documents as executed. The Bond Purchase Agreement may be split and executed and delivered as more than one document if the Authorized Officers so determine. Such execution by the Authorized Signatories constitutes conclusive evidence of the City Council's approval thereof.

**Section 9.** The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed. The Authorized Officers are authorized to deliver a "final official statement" within the meaning of Rule 15c2-12 with respect to the Bonds on behalf of the City (the "*Official Statement*"). If the 2024A Bonds are to be issued and the Authorized Officers determine that the inclusion of additional updated information is necessary for use in the public offering and settlement of the 2024A

Bonds, the Authorized Officers are in all respects authorized, empowered and directed to update the Official Statement (the "*Updated Official Statement*") and to deliver the Updated Official Statement, but with such changes, modifications, additions or deletions to the Official Statement as they determine necessary, desirable or appropriate, the delivery thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. The use of the Preliminary Official Statement, the Official Statement and the Updated Official Statement by the Underwriters in connection with the sale of the Bonds is hereby in all respects ratified, authorized, approved and confirmed.

**Section 10.** No stipulation, obligation or agreement herein contained or contained in the Bonds, this Resolution, the Bond Documents or any other instrument related to the issuance of the Bonds is deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee is personally liable on the Bonds or subject to personal liability or accountability by reason of the issuance thereof.

**Section 11.** The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution and the other documents presented to this meeting and to execute and administer such transactions; except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Resolution, (b) any agreement to which the City is bound or (c) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 12.** Pursuant to and in satisfaction of the requirements of Section 147(f) of the Code, the City Council hereby approves (a) the issuance of the Bonds in an aggregate principal amount not to exceed the amount listed in the Public Hearing Notice and (b) the financing and refinancing of the Projects.

**Section 13.** From the adoption of this Resolution until the date of the first issuance of Bonds hereunder, the Authorized Signatories are hereby authorized, empowered and directed to make any changes, modifications, additions or deletions to the Appendix as to them seem necessary, desirable or appropriate to implement the intent of this Resolution. Such changes, modifications, additions or deletions to the Appendix shall be set forth in a certificate executed by an Authorized Signatory on the date of issuance of the Bonds hereunder. Such execution by an Authorized Signatory constitutes conclusive evidence of the City Council's approval thereof.

**Section 14.** All acts and doings of the City and its officials authorized by this Resolution that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and

performance of the Bond Documents are in all respects ratified, approved and confirmed.

**Section 15.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

**Section 16.** This Resolution is adopted with the intent that the laws of the State govern its construction.

**Section 17.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 18.** This Resolution is effective on its adoption.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 120-198.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



A handwritten signature in cursive script, reading 'Billie Tynes', written in dark ink.

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Billie Tynes, Deputy City Clerk

APPENDIX A

TO

RESOLUTION PROVIDING  
FOR THE ISSUANCE OF:

**CITY OF CHARLOTTE, NORTH CAROLINA**

**AIRPORT REVENUE BONDS, SERIES 2023A (NON-AMT)**

**AIRPORT REVENUE BONDS, SERIES 2023B (AMT)**

and

**AIRPORT REVENUE REFUNDING BONDS, SERIES 2024A (NON-AMT)**

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## ARTICLE I.

### DEFINITIONS

#### Section 1.01. *Meaning of Words and Terms.*

(a) *Definitions.* All words and phrases defined in Article I of the Order are incorporated herein by reference. In addition, the following terms, except where the context indicates otherwise, have the respective meanings set forth below:

“*Appendix A*” means this Appendix A which is attached to, and incorporated in, the Series Resolution.

“*Authorized Denomination*” means \$5,000 and any integral multiple thereof.

“*Bond Counsel*” means an attorney or firm of attorneys of recognized national standing in the field of law relating to municipal bonds, selected by the City.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement among the LGC, the City and the Purchasers, providing for the initial purchase of the 2023 Bonds.

“*Bond Registrar*” means U.S. Bank Trust Company, National Association, or any successor or successors thereto appointed pursuant to the Order, the Series Resolution or this Appendix A.

“*Bonds*” means, as used in this Resolution, the 2023 Bonds and, if the 2024A Bonds are issued in accordance with the terms of this Resolution, the 2024A Bonds.

“*Code*” means the Internal Revenue Code of 1986, as from time to time amended.

“*Common Reserve Bonds*” means, collectively, the 2014 Bonds, the 2017 Bonds, the 2019 Bonds, the 2021 Bonds, the 2022 Bonds, the 2023 Bonds, the 2024A Bonds (if and when issued) and any subsequent series of Bonds issued under a series resolution that (1) designates such Series of Bonds as being secured by the Common Reserve Subaccount of the Revenue Bond Reserve Account created under the 2014 Series Resolution, (2) requires annual payments of principal on July 1 of each year set forth in such series resolution and (3) requires semiannual payments of interest on January 1 and July 1 of each year, beginning on the date set forth in such series resolution.

“*Common Reserve Series Resolution*” means a series resolution executed and delivered in accordance with Section 1105 of the Order under which one or more Series of Common Reserve Bonds are issued.

“*Common Reserve Subaccount of the Revenue Bond Reserve Account*” means the subaccount created and so designated by Section 4.01 of the 2014 Series Resolution.

*“Direct Participant”* means a participant in the book-entry system maintained by DTC.

*“DTC”* means The Depository Trust Company, New York, New York.

*“Escrow Agreement”* means the Escrow Agreement between the City and U.S. Bank Trust Company, National Association, as escrow agent, related to the refunding 2014A Bonds.

*“Finance Director”* has the meaning set forth in the Bond Order which, as of the date of this Series Resolution is the Chief Financial Officer of the City.

*“Fitch Ratings”* means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than Moody’s) as may be designated in writing by the City and approved in writing by the LGC.

*“Forward Bond Purchase Agreement”* means the Forward Bond Purchase Agreement among the LGC, the City and the Purchasers, providing for the initial purchase of the 2024A Bonds.

*“Interest Payment Date”* means, with respect to the 2023 Bonds, each January 1 and July 1 thereafter, beginning on January 1, 2024, and with respect to the 2024A Bonds, if and when issued, each January 1 and July 1 thereafter, beginning on July 1, 2024.

*“Mail”* means first-class United States mail, postage prepaid.

*“Moody’s”* means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than Fitch Ratings) as may be designated in writing by the City and approved in writing by the LGC.

*“Order”* means the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the *“Order”*).

*“Paying Agent”* means the Bond Registrar or any successor or successors thereto appointed pursuant to the Order or this Appendix A.

*“Projects”* has the meaning set forth in the Series Resolution.

“*Purchasers*” collectively, BofA Securities, Inc., and any other financial institution or underwriter that may be named in accordance with the Bond Purchase Agreement with respect to the 2023 Bonds and the Forward Bond Purchase Agreement with respect to the 2024A Bonds.

“*Qualified Reserve Fund Substitute*” means (1) an irrevocable letter of credit, naming the Trustee as beneficiary, issued by any domestic or foreign bank, or any branch or agency thereof, whose long-term debt obligations are rated by at least one national rating agency in the “A” rating category or higher, or the equivalent, (2) a surety bond issued by a financial institution whose long-term rating is in the “A” rating category or higher, or equivalent, by at least one national rating agency or (3) a policy of reserve fund insurance issued by an insurance company whose claims-paying ability is rated by at least one national rating agency in the “A” rating category or higher, or the equivalent. In each case, ratings set forth above shall be determined at the time of issuance of such Qualified Reserve Fund Substitute and without regard to ratings subcategories.

“*Qualified Reserve Fund Substitute Provider*” means the provider of a Qualified Reserve Fund Substitute.

“*Regular Record Date*” means, with respect to each Interest Payment Date, the 15<sup>th</sup> day of the calendar month immediately preceding the Interest Payment Date whether or not a Business Day.

“*Reserve Requirement*” means, with respect to the Common Reserve Bonds, (1) the lesser of (a) 10% of the issuance price of the Common Reserve Bonds, (b) the maximum amount required to pay principal and interest on the Common Reserve Bonds for any current or succeeding Fiscal Year and (c) 125% of the average annual principal and interest requirements on the Common Reserve Bonds or (2) such lesser amount as set forth in a certificate of Bond Counsel delivered to the City and the Trustee.

“*Series Resolution*” means, the Series Resolution adopted by the City Council on August 28, 2023 relating to the Bonds, the appendices attached thereto, and any amendments or supplements thereto.

“*Series 2023 Additional Facilities Account*” means the account created and so designated by Section 4.01.

“*Series 2023A Subaccount of the Revenue Bond Capitalized Interest Account*” means the subaccount created and so designated by Section 4.01.

“*Series 2023A Subaccount of the Revenue Bond Interest Account*” means the subaccount created and so designated by Section 4.01.

“*Series 2023A Subaccount of the Revenue Bond Principal Account*” means the subaccount created and so designated by Section 4.01.

“*Series 2023A Subaccount of the Revenue Bond Redemption Account*” means the subaccount created and so designated by Section 4.01.

*“Series 2023A Subaccount of the Revenue Bond Sinking Fund Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023A Subaccount of the Series 2023 Additional Facilities Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Revenue Bond Capitalized Interest Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Revenue Bond Interest Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Revenue Bond Principal Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Revenue Bond Redemption Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Revenue Bond Sinking Fund Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023B Subaccount of the Series 2023 Additional Facilities Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2024A Cost of Issuance Account”* means the account created and so designated by Section 4.01.

*“Series 2024A Subaccount of the Revenue Bond Interest Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2024A Subaccount of the Revenue Bond Principal Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2024A Subaccount of the Revenue Bond Redemption Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2024A Subaccount of the Revenue Bond Sinking Fund Account”* means the subaccount created and so designated by Section 4.01.

*“Sinking Fund Requirement”* means the principal amount of the Bonds to be retired by mandatory redemption pursuant to Section 3.04 of this Appendix A as specified in the certificate delivered under Section 2.03 of this Appendix A. If during any 12-month period ended June 30 the total principal amount of the Bonds retired by purchase or redemption under the provisions of this Appendix A is greater than the amount of the corresponding Sinking Fund Requirement for such Bonds, the next succeeding Sinking Fund Requirements for such Bonds will be reduced in such amount aggregating the amount of such excess.

*“2014 Bonds”* means, collectively, the 2014A Bonds and the 2014B Bonds.

“*2014A Bonds*” means the City of Charlotte, North Carolina Airport Refunding Revenue Bonds, Series 2014A (Non-AMT).

“*2014B Bonds*” means the City of Charlotte, North Carolina Airport Refunding Revenue Bonds, Series 2014B (AMT).

“*2017 Bonds*” means, collectively, the 2017A Bonds, the 2017B Bonds and the 2017C Bonds.

“*2017A Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2017A (Non-AMT).

“*2017B Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2017B (AMT).

“*2017C Bonds*” means the City of Charlotte, North Carolina Airport Refunding Revenue Bonds, Series 2017C (Non-AMT).

“*2019 Bonds*” means, collectively, the 2019A Bonds and the 2019B Bonds.

“*2019A Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2019A (Non-AMT).

“*2019B Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2019B (AMT).

“*2021 Bonds*” means, collectively, the 2021A Bonds and the 2021B Bonds.

“*2021A Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2021A (Non-AMT).

“*2021B Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2021B (AMT).

“*2022 BAN*” means the City’s Airport Revenue Bond Anticipation Note, Series 2022.

“*2022 Bonds*” means, collectively, the 2022A Bonds and the 2022B Bonds.

“*2022A Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2022A (Non-AMT).

“*2022B Bonds*” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2022B (AMT).

“*2023 Bonds*” means, collectively, the 2023A Bonds and the 2023B Bonds.

“2023A Bonds” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023A (Non-AMT) issued pursuant to the Order, the Series Resolution and this Appendix A.

“2023B Bonds” means the City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023B (AMT), issued pursuant to the Order, the Series Resolution and this Appendix A.

“2024A Bonds” means the City of Charlotte, North Carolina Airport Revenue Refunding Bonds, Series 2024A (Non-AMT) issued pursuant to the Order, the Series Resolution and this Appendix A.

(b) *Construction.* This Appendix A, except where the context by clear implication herein otherwise requires, is subject to and to be construed in the same manner as provided by Section 102 of the Order.

Section 1.02. ***Parties Interested Herein.*** Except as otherwise expressly provided in this Appendix A, nothing herein expressed or implied is intended or to be construed to confer on or to give to any Person, other than the City, the City Council, the Paying Agent, the Bond Registrar, the Trustee, the Purchasers and the owners from time to time of the Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City are for the sole and exclusive benefit of the City, the City Council, the Paying Agent, the Bond Registrar, the Trustee, the Purchasers and the owners of the Bonds, except as herein otherwise provided.

Section 1.03. ***Ratification.*** All action heretofore taken (not inconsistent with the provisions of this Appendix A) by the City directed toward the purposes described in Section 2 of the Series Resolution, the sale and delivery of the Bonds for those purposes and the acceptance and execution of the Bond Purchase Agreement and the Forward Bond Purchase Agreement submitted by the Purchasers to the City, hereby is ratified, approved and confirmed.

[End of Article I]

## ARTICLE II.

### AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF BONDS

Section 2.01. ***Authorization of Financing and Authorization of Bonds.*** The financing and refinancing of the Projects and the other uses of proceeds set forth in the Series Resolution are hereby authorized, approved and confirmed. The Bonds are hereby authorized and will be issued, under and pursuant to the constitution and the laws of the State, including the Act, the Order, the Series Resolution and this Appendix A in the amounts and subject to the conditions herein provided for the purposes described in Section 2 of the Series Resolution. No Bonds may be issued under the provisions of this Appendix A and the Order except in accordance with this Article. The

total aggregate principal amount of 2023 Bonds that may be issued is hereby expressly limited to \$475,000,000 except as provided in Sections 204 and 210 of the Order. The total aggregate principal amount of 2024A Bonds that may be issued is hereby expressly limited to \$75,000,000 except as provided in Sections 204 and 210 of the Order. The Finance Director will determine in her certificate delivered under Section 2.03 of this Appendix A the aggregate principal amount of the 2023A Bonds and the 2023B Bonds, respectively, to be issued so long as the combined amount is not in excess of the amount set forth in the preceding sentence, and the aggregate principal amount of the 2024A Bonds to be issued.

Section 2.02. ***Issuance of Bonds.***

(a) The 2023A Bonds will be designated “*City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023A (Non-AMT).*” The 2023A Bonds will be issuable as fully registered bonds in any Authorized Denomination. The 2023A Bonds will be numbered from RA-1 upwards. The 2023A Bonds will be substantially in the form set forth in Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A.

(b) The 2023B Bonds will be designated “*City of Charlotte, North Carolina Airport Revenue Bonds, Series 2023B (AMT).*” The 2023B Bonds will be issuable as fully registered bonds in any Authorized Denomination. The 2023B Bonds will be numbered from RB-1 upwards. The 2023B Bonds will be substantially in the form set forth in Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A.

(c) If determined to be issued under the Resolution, the 2024A Bonds will be designated “*City of Charlotte, North Carolina Airport Revenue Refunding Bonds, Series 2024A (Non-AMT).*” The 2024A Bonds will be issuable as fully registered bonds in any Authorized Denomination. The 2024A Bonds will be numbered from RA-1 upwards. The 2024A Bonds will be substantially in the form set forth in Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A.

Section 2.03. ***Delivery of Bonds.*** The 2023 Bonds must be in Authorized Denominations and executed substantially in the form and in the manner set forth in the Exhibits to this Appendix A and will be deposited with the Bond Registrar for authentication, but before the 2023 Bonds may be authenticated and delivered by the Bond Registrar to the State Treasurer for redelivery to the Purchasers, there must be filed with the Trustee the following:

1. a copy, certified by the City Clerk, of the Order;
2. a copy, certified by the City Clerk, of the Series Resolution adopted by the City Council for the 2023 Bonds;
3. a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the resolution of the Local



Government Commission approving the issuance of and awarding the 2023 Bonds;

4. evidence of compliance with the provisions of Section 716 of the Bond Order;

5. a certificate or certificates of the City Manager, the Finance Director or their respective designee, collectively setting forth the following:

(A) the aggregate principal amount of the 2023 Bonds to be issued, not in excess of the maximum amount previously established in Section 2.01;

(B) the interest rates for the 2023 Bonds;

(C) the amount of the Reserve Requirement which is required to be deposited into the Common Reserve Subaccount of the Revenue Bond Reserve Account;

(D) the disposition of the proceeds of the 2023 Bonds and any other funds on hand with the Trustee for the purposes authorized under the Series Resolution;

(E) the designation of the principal amount of each maturity of each of the 2023 Bonds and the Sinking Fund Requirements, if any, for the 2023 Bonds; and

(F) the optional redemption provisions for the 2023 Bonds, including the designation of the dates and the premium, under Section 3.02;

6. a certificate setting forth any changes, modifications, additions or deletions to this Appendix A permitted by the Series Resolution; provided, however, no certificate is required if there are no such changes; and

7. such other documents as are required to be delivered to the Trustee under the Bond Purchase Agreement in connection with the issuance of the 2023 Bonds.

When the documents mentioned in this Section have been filed with the Trustee and when the 2023 Bonds have been executed and authenticated as required by this Series Resolution, the Trustee shall deliver the 2023 Bonds at the times as prescribed in the Bond Purchase Agreement to the State Treasurer for redelivery to or on the order of the Purchasers, but only on payment to the Trustee of the purchase price of the 2023 Bonds. The Trustee is entitled to rely on the resolutions and certificates mentioned in this Section as to all matters stated therein.

The 2024A Bonds, if and when issued, must be in Authorized Denominations and executed substantially in the form and in the manner set forth in the Exhibits to this Appendix A and will be deposited with the Bond Registrar for authentication, but before the 2024A Bonds may be authenticated and delivered by the Bond Registrar to the State Treasurer for redelivery to the Purchasers, there must be filed with the Trustee the following:

1. a copy, certified by the City Clerk, of the Order;
2. a copy, certified by the City Clerk, of the Series Resolution adopted by the City Council for the 2024A Bonds;
3. a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the resolution of the Local Government Commission approving the issuance of and awarding the 2024A Bonds;
4. evidence of compliance with the provisions of Section 716 of the Bond Order;
5. a certificate or certificates of the City Manager, the Finance Director or their respective designee, collectively setting forth the following:
  - (A) the aggregate principal amount of the 2024A Bonds to be issued, not in excess of the maximum amount previously established in Section 2.01;
  - (B) the interest rates for the 2024A Bonds;
  - (C) the amount of the Reserve Requirement which is required to be deposited into the Common Reserve Subaccount of the Revenue Bond Reserve Account;
  - (D) the disposition of the proceeds of the 2024A Bonds and any other funds on hand with the Trustee for the purposes authorized under the Series Resolution;
  - (E) the designation of the principal amount of each maturity of each of the 2024A Bonds and the Sinking Fund Requirements, if any, for the 2024A Bonds; and
  - (F) the optional redemption provisions for the 2024A Bonds, including the designation of the dates and the premium, under Section 3.02;
6. a certificate setting forth any changes, modifications, additions or deletions to this Appendix A permitted by the Series

Resolution; provided, however, no certificate is required if there are no such changes; and

7. such other documents as are required to be delivered to the Trustee under the Forward Bond Purchase Agreement in connection with the issuance of the 2024A Bonds.

When the documents mentioned in this Section have been filed with the Trustee and when the 2024A Bonds have been executed and authenticated as required by this Series Resolution, the Trustee shall deliver the 2024A Bonds at the times as prescribed in the Forward Bond Purchase Agreement to the State Treasurer for redelivery to or on the order of the Purchasers, but only on payment to the Trustee of the purchase price of the 2024A Bonds. The Trustee is entitled to rely on the resolutions and certificates mentioned in this Section as to all matters stated therein.

Section 2.04. ***Details of Bonds; Payment.***

(a) The Bonds will mature on July 1 of the years and in the amounts and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) as set forth in the Finance Director's certificate or certificates referred to in Section 2.03 above.

(b) Both the principal of and the interest on the Bonds are payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Each Bond shall bear interest from its date until its principal sum has been paid, but if such Bond has matured or has been called for redemption and the redemption date has occurred and funds are available for the payment thereof in full in accordance with the terms of the Order, such Bond shall then cease to bear interest as of the maturity date or Redemption Date. The Bonds will be dated as of their date of issuance, except that Bonds issued in exchange for or on the registration of transfer of Bonds will be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless (i) the date of such authentication precedes the first Interest Payment Date, in which case they will be dated their date of issuance, or (ii) the date of such authentication is an Interest Payment Date to which interest on the Bonds has been paid in full or duly provided for in accordance with the terms of this Appendix A, in which case they will be dated as of such Interest Payment Date; except that if, as shown by the records of the Bond Registrar, interest on the Bonds is in default, Bonds executed and delivered in exchange for or on registration of transfer of Bonds will be dated as of the date to which interest on the Bonds, respectively, has been paid in full. If no interest has been paid on the Bonds, Bonds executed and delivered in exchange for or on the registration of transfer of Bonds will be dated as of their date of issuance.

(c) The Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive Bonds made to the public. One definitive Bond for each maturity (and interest rate if there are split coupons) of

each series is to be delivered to The Depository Trust Company, New York, New York ("*DTC*"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in denominations of \$5,000 or any integral multiple thereof, with transfers of beneficial ownership effected on the records of DTC and its participants (the "*DTC Participants*") pursuant to rules and procedures established by DTC.

Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "*Beneficial Owners*." The Beneficial Owners will not receive definitive Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. So long as Cede & Co., as nominee for DTC, is the Registered Owner of the Bonds, the Trustee shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Order and this Appendix A, including receipt of all principal and premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or directing the Trustee to take or not to take, or consenting to, certain actions under the Order or this Appendix A.

Payments of principal, interest and premium, if any, with respect to the Bonds, so long as DTC is the only Owner of the Bonds, will be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representation of the City on file with DTC (the "*Letter of Representation*"). DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The Trustee and the City are not and will not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Trustee and the City determine to discontinue the book entry system in accordance with DTC's rules and the City fails to identify another qualified securities depository to replace DTC, the City will deliver fully registered definitive Bonds in accordance with DTC's rules and procedures.

The City and the Trustee have no responsibility or obligation with respect to (A) the accuracy of any records maintained by DTC or any DTC Participant; (B) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Bonds; (C) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any beneficial owner which is required or

permitted under the terms of the Order or this Appendix A to be given to Owners; (D) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (E) any consent given or other action taken by DTC or its nominee, Cede & Co., as Owner.

(d) The Bonds are payable at the designated corporate trust office of the Bond Registrar on presentation and surrender. Interest on the Bonds will be paid by the Bond Registrar by check or draft mailed on the Interest Payment Date to each Owner as its name and address appear on the registration books kept by the Bond Registrar at the close of business on the Record Date. At the written request of any Owner of at least \$1,000,000 in Outstanding aggregate principal amount of the Bonds, and so long as the Bonds are in book-entry, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Bond Registrar by the Record Date. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all payments of principal of, premium, if any, and interest on any Bonds, whether by check or by wire transfer.

(e) U.S. Bank Trust Company, National Association, Charlotte, North Carolina, is hereby appointed as Bond Registrar and Paying Agent with respect to the Bonds.

Section 2.05. **Arbitrage and Tax Covenants.** The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bonds or from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "*arbitrage bonds*" for purposes of Section 148 of the Code.

[End of Article II]

### ARTICLE III.

#### REDEMPTION OF THE BONDS

Section 3.01. **Privilege of Redemption and Redemption Prices.** The Bonds are redeemable, on notice as provided below, at the times, at the redemption prices and on the terms contained in this Article III and in Article III of the Order.

Section 3.02. **Optional Redemption of the Bonds.** The optional redemption provisions for the Bonds will be set forth in the Finance Director's certificate or certificates referred to in Section 2.03 above; provided, however, the 2023 Bonds will not be subject to optional redemption later than any date beginning on July 1, 2033 and at a premium (calculated on the par amount on the 2023 Bonds called for redemption) not to exceed 2.00% and the 2024A Bonds will not be subject to optional redemption later than any date beginning on July 1, 2034 and at a premium (calculated on the par amount on the 2024A Bonds called for redemption) not to exceed 2.00%.

Section 3.03. **Extraordinary Optional Redemption of Bonds.** The Bonds will be subject to optional redemption by the City, in whole or in part on any date at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, on instructions from the City, from the Net Proceeds of insurance or Eminent Domain which are deposited in the applicable subaccount of the Revenue Bond Redemption Account.

Section 3.04. **Sinking Fund Redemption.** The Bonds are required to be redeemed to the extent of any Sinking Fund Requirement on each July 1 on which there is a Sinking Fund Requirement from money required to be deposited in the applicable subaccount of the Revenue Bond Sinking Fund Account at a redemption price equal to the principal amount of the Bonds, respectively, being redeemed, without premium, plus accrued interest to the date of redemption.

Section 3.05. **Notice of Redemption.** Notice of redemption with respect to a series of Bonds will be given by the Trustee not less than 30 days nor more than 60 days before the Redemption Date (1) to the LGC by Mail, electronic or facsimile transmission, (2)(a) to DTC or its nominee by registered or certified mail at the address provided to the Trustee by DTC or as otherwise permitted by DTC's rules and procedures or (b) if DTC or its nominee is no longer the Owner of such Bonds, by Mail to the then-registered Owners of such Bonds to be redeemed at the last address shown on the registration books kept by the Bond Registrar and (3) to the Municipal Securities Rulemaking Board (the "*MSRB*") in an electronic format as prescribed by the MSRB.

Such notice must (1) specify the Bonds of a series to be redeemed, the redemption date, the redemption price and the place or places where amounts due on such redemption must be payable and if less than all of such Bonds are to be redeemed, the numbers of such Bonds and the portions of such Bonds to be redeemed, and (2) state that on the redemption date, such Bonds to be redeemed will cease to bear interest. If at the time of mailing of notice of redemption there is not on deposit with the Trustee money sufficient to redeem such Bonds called for redemption, which money is or will be available for redemption of such Bonds, such notice will state that it is conditional on the deposit of the redemption money with the Trustee on the redemption date. Any notice, once given, may be withdrawn by notice delivered in the manner set forth above, on receipt by the Trustee of written instructions from the City with respect to such withdrawal.

Failure to provide such notice to any Owner or any defect therein will not affect the validity of any proceedings for such redemption as to any other Owner to whom such notice was properly given. Failure to provide such notice to the LGC or the MSRB as provided above will not affect the validity of any proceedings for such redemption.

If money is on deposit with the Trustee to pay the redemption price of such Bonds called for redemption including premium, if any, thereon on a redemption date, such Bonds or portions thereof so called for redemption as hereinabove specified will not bear interest after such redemption date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment. No payment of principal will be made by the Trustee or the Bond Registrar on any Bonds or portions thereof called for redemption until such Bonds or portions thereof have been delivered for payment or cancellation or the Bond Registrar has received the items required by Section 210 of the Order with respect to any mutilated, lost, stolen or destroyed Bonds.

Section 3.06. ***Selection of Bonds To Be Redeemed.*** Notwithstanding Section 302 of the Order, in the case of any partial redemption of Bonds, the City will select the series of the Bonds and the maturity or maturities of the Bonds within a series to be redeemed and DTC will select the Bonds within the same maturity of a series pursuant to its rules and procedures or, if the book-entry system with DTC or any other securities depository has been discontinued, the Bond Registrar will select the Bonds to be redeemed by lot in such manner as the Bond Registrar in its discretion may deem proper.

If a Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such Bonds may be redeemed, but only in a principal amount such that the unredeemed portion of such Bond is equal to an Authorized Denomination. For any Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such Bond as representing a single Bond in the minimum Authorized Denomination plus that number of Bonds that is obtained by dividing the remaining principal amount of such Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal amount of such Bond, the Owner of such Bond, on surrender of such Bond to the Bond Registrar for payment of the principal amount of such Bond, will be entitled to receive new Bonds of the applicable series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than the amount being redeemed fails to present such Bond to the Bond Registrar for payment and exchange as aforesaid, such Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

Section 3.07. ***No Partial Redemption After Default.*** Anything in this Appendix A to the contrary notwithstanding, if an Event of Default occurs and is continuing hereunder there will be no redemption of less than all of the Bonds Outstanding.

[End of Article III]

## ARTICLE IV.

### REVENUES, ACCOUNTS AND FUNDS

Section 4.01. ***Establishment of Accounts.*** The following accounts and subaccounts are hereby established:

(a) Series 2023 Additional Facilities Account of the Construction Fund, and within the Series 2023 Additional Facilities Account, (1) the Series 2023A Subaccount of the Series 2023 Additional Facilities Account and (2) the Series 2023B Subaccount of the Series 2023 Additional Facilities Account;

(b) Series 2023A Subaccount of the Revenue Bond Interest Account;

(c) Series 2023A Subaccount of the Revenue Bond Principal Account;

(d) Series 2023A Subaccount of the Revenue Bond Redemption Account;

(e) Series 2023A Subaccount of the Revenue Bond Sinking Fund Account;

(f) Series 2023A Subaccount of the Revenue Bond Capitalized Interest Account;

(g) Series 2023B Subaccount of the Revenue Bond Interest Account;

(h) Series 2023B Subaccount of the Revenue Bond Principal Account;

(i) Series 2023B Subaccount of the Revenue Bond Redemption Account;

(j) Series 2023B Subaccount of the Revenue Bond Sinking Fund Account and

(k) Series 2023B Subaccount of the Revenue Bond Capitalized Interest Account;

If the 2024A Bonds are issued, the following accounts and subaccounts are hereby also established:

(a) Series 2024A Subaccount of the Revenue Bond Interest Account;



- (b) Series 2024A Subaccount of the Revenue Bond Principal Account;
- (c) Series 2024A Subaccount of the Revenue Bond Redemption Account;
- (d) Series 2024A Subaccount of the Revenue Bond Sinking Fund Account; and
- (e) Series 2024A Cost of Issuance Account of the Construction Fund.

All accounts and subaccounts are established with and held by the Trustee under the Order. The Trustee is not required to create any of the subaccounts in the Revenue Bond Sinking Fund related to any series of Bonds for which there are no Term Bonds. The Trustee is not required to create any of the subaccounts in the Revenue Bond Redemption Account until such time as the subaccount may be needed to deposit money to be applied to the purchase or redemption of an applicable Series of the Bonds.

Section 4.02. **Revenues Received by the City.** On or before the 25<sup>th</sup> day of each month beginning after the Bonds are issued, the City shall, subject to the provisions of the Order, deposit or cause to be deposited from Net Revenues with the Trustee the following amounts and the Trustee shall apply such amounts to the various accounts and subaccounts specified herein:

(a) into the applicable subaccount of the Revenue Bond Interest Account created with respect to each Series of Common Reserve Bonds an amount in substantially equal monthly installments necessary, after taking into account money transferred from the PFC Revenue Account or otherwise deposited therein by the City, to have funds on hand each June 25 and December 25, commencing (i) with respect to the Bonds on December 25, 2023, and (ii) with respect to any other Series of Common Reserve Bonds, on the date set forth in the applicable Common Reserve Series Resolution, to pay the next maturing installment of interest, on each such Series of Common Reserve Bonds then Outstanding; and

(b) into the applicable Subaccount of the Revenue Bond Principal Account created with respect to each Series of Common Reserve Bonds an amount in substantially equal monthly installments necessary, after taking into account money transferred from the PFC Revenue Account or otherwise deposited therein by the City, to have funds on hand each June 25, commencing (i) with respect to the Bonds, on June 25, 2024, and (ii) with respect to any other Series of Common Reserve Bonds, on the date set forth in the applicable Common Reserve Series Resolution, to pay the next maturing installment of principal, on each such Series of Common Reserve Bonds then Outstanding; or

(c) into the applicable Subaccount of the Revenue Bond Sinking Fund Account created with respect to each Series of Common Reserve Bonds, after taking into account money transferred from the PFC Revenue Account or

otherwise deposited therein by the City, 1/12<sup>th</sup> of the amount required to retire each such Series of Common Reserve Bonds to be called by mandatory redemption pursuant to the applicable Common Reserve Series Resolution on the next ensuing July 1, in accordance with the Sinking Fund Requirement therefor.

In each month following a month in which the Trustee has failed to make any deposit required by this Section, the City shall pay, but only from Net Revenues, and the Trustee shall deposit, in addition to the amounts then due, an amount sufficient to cure the deficiency in the deposits in the prior months unless such deficiency has been cured by a transfer of money to such fund or account from other funds and accounts created hereby, pursuant to the terms of this Appendix A.

Section 4.03. ***Application of Money in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account.*** Money held in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account will be applied during each Fiscal Year to the purchase or retirement of 2023A Bonds then Outstanding as follows:

(a) The Trustee shall, at the request of the City, endeavor to purchase and cancel 2023A Bonds or portions thereof subject to redemption by operation of the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account or maturing on the next ensuing July 1 at the most advantageous price readily obtainable with reasonable diligence. The purchase price of each such 2023A Bond shall not exceed par plus accrued interest to the date of purchase. The Trustee shall pay the interest accrued on such 2023A Bonds to the date of settlement therefor from the Series 2023A Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account, but no such purchase shall be made by the Trustee from money in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account within the period of 45 days immediately preceding any July 1 on which such 2023A Bonds are subject to redemption, except from money other than the money set aside in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account for the redemption of 2023A Bonds. The aggregate purchase price of 2023A Bonds during each Fiscal Year shall not exceed the amount to be deposited in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account on account of the Sinking Fund Requirement for the 2023A Bonds for such Fiscal Year. If in any Fiscal Year the sum of the amount on deposit in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account for the payment of any 2023A Bonds and the principal amount of the 2023A Bonds that were purchased during such Fiscal Year pursuant to the provisions of this paragraph (a) or delivered during such Fiscal Year to the Trustee by the City exceeds the Sinking Fund Requirement for the Outstanding 2023A Bonds for such Fiscal Year, the Trustee shall endeavor to purchase Outstanding 2023A Bonds with such excess money;

(b) The Trustee shall call for redemption on July 1 in each Fiscal Year 2023A Bonds in a principal amount equal to the aggregate Sinking Fund

Requirement for the 2023A Bonds for such Fiscal Year, less the principal amount of any such 2023A Bonds retired during such Fiscal Year by purchase pursuant to paragraph (a) of this Section or delivered during such Fiscal Year to the Trustee by the City. On each redemption date the Trustee shall withdraw from the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account the amount required to pay the Redemption Price of the 2023A Bonds so called for redemption. The amount of interest on the 2023A Bonds so called for redemption shall be paid from the Series 2023A Subaccount of the Revenue Bond Interest Account. If such date is the stated maturity date of any such 2023A Bonds, the Trustee shall not call such 2023A Bonds for redemption but, on such maturity, shall withdraw the amount required for paying the principal of such 2023A Bonds when due and payable.

If at any date there is money in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account and no 2023A Bonds are then Outstanding or if on any payment date money remains therein after the mandatory redemption of 2023A Bonds in accordance with the Sinking Fund Requirement therefor, the Trustee shall withdraw such money and shall apply the same as follows: (a) deposit in the Common Reserve Subaccount of the Revenue Bond Reserve Account the amounts, if any, required to be paid thereto in such month pursuant to Section 503(d) of the Order and (b) deliver all remaining amounts to the City.

If the balance in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account on the 25<sup>th</sup> day of the month next preceding a payment date on which 2023A Bonds are to be redeemed in accordance with the Sinking Fund Requirements therefor is insufficient to satisfy such Sinking Fund Requirement, the Trustee shall transfer to such Subaccount such amounts as may be necessary to remedy the deficiency, drawing on money in the Common Reserve Subaccount of the Revenue Bond Reserve Account.

If, in any Fiscal Year, by the application of money in the Series 2023A Subaccount of the Revenue Bond Sinking Fund Account the Trustee should purchase or receive from the City and cancel 2023A Bonds in excess of the aggregate Sinking Fund Requirements for such Fiscal Year, the Trustee shall file with the City not later than the 20th day before the next August 1 a statement identifying the 2023A Bonds purchased or delivered during such Fiscal Year and the amount of such excess. The City shall thereafter cause a certificate of the Finance Director to be filed with the Trustee not later than the 10th day before such August 1, setting forth with respect to the amount of such excess the Fiscal Years in which the Sinking Fund Requirements with respect to 2023A Bonds are to be reduced and the amount by which the Sinking Fund Requirements so determined are to be reduced.

On the retirement of any 2023A Bonds by purchase or redemption under the provisions of this Section, the Trustee shall file with the City a statement identifying such 2023A Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2023A Bonds, and the amount paid as interest thereon. The expenses incurred in connection with the purchase or redemption

of any such 2023A Bonds shall be paid by the City from the Operating Fund or from any other available money.

Section 4.04. ***Application of Money in the Series 2023A Subaccount of the Revenue Bond Redemption Account.*** The Trustee shall apply money in the Series 2023A Revenue Bond Redemption Subaccount to the purchase or redemption of 2023A Bonds as follows:

(a) Subject to the provisions of paragraph (c) of this Section, at the request of the City, the Trustee shall endeavor to purchase and cancel 2023A Bonds or portions thereof, regardless of whether such 2023A Bonds or portions thereof are then subject to redemption, at the most advantageous price readily obtainable with reasonable diligence, provided that the purchase price of each 2023A Bond shall not exceed the Redemption Price that would be payable on the next redemption date to the Owner of such 2023A Bond under the provisions of this Appendix A if such 2023A Bond or such portion thereof should be called for redemption on such date from the money in the Series 2023A Subaccount of the Revenue Bond Redemption Account. The Trustee shall pay the interest accrued on such 2023A Bonds or portions thereof to the date of settlement from the Series 2023A Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2023A Subaccount of the Revenue Bond Redemption Account, but no such purchase shall be made by the Trustee from money in the Series 2023A Subaccount of the Revenue Bond Redemption Account within the period of 45 days immediately preceding any Interest Payment Date on which such 2023A Bonds or portions thereof are to be redeemed, except from money other than the money set aside in the Series 2023A Subaccount of the Revenue Bond Redemption Account for the redemption of Bonds.

(b) Subject to the provisions of paragraph (c) of this Section, the Trustee shall call for redemption on a date permitted by this Appendix A such amount of 2023A Bonds or portions thereof as, with the redemption premium, if any, will exhaust the money then held in the Series 2023A Subaccount of the Revenue Bond Redemption Account as nearly as may be. The Trustee shall pay the accrued interest on the 2023A Bonds or portions thereof to be redeemed to the date of redemption from the Series 2023A Subaccount of the Revenue Bond Interest Account and the Redemption Price of such 2023A Bonds or portions thereof from the Series 2023A Subaccount of the Revenue Bond Redemption Account. The Trustee shall withdraw from the Series 2023A Subaccount of the Revenue Bond Redemption Account and set aside the respective amounts required to pay the Redemption Price of the 2023A Bonds or portions thereof so called for redemption.

(c) Money in the Series 2023A Subaccount of the Revenue Bond Redemption Account shall be applied by the Trustee in each Fiscal Year to the purchase or the redemption of 2023A Bonds then Outstanding in accordance with the Sinking Fund Requirement.

On the retirement of any 2023A Bonds by purchase or redemption pursuant to the provisions of this Section, the Trustee shall file with the City a statement identifying such 2023A Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2023A Bonds and the amount paid as interest thereon. The expense incurred by the Trustee in connection with the purchase or redemption of any such 2023A Bonds shall be paid by the City from the Operating Fund or from any other available money.

Section 4.05. ***Application of Money in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account.*** Money held in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account will be applied during each Fiscal Year to the purchase or retirement of 2023B Bonds then Outstanding as follows:

(a) The Trustee shall, at the request of the City, endeavor to purchase and cancel 2023B Bonds or portions thereof subject to redemption by operation of the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account or maturing on the next ensuing July 1 at the most advantageous price readily obtainable with reasonable diligence. The purchase price of each such 2023B Bond shall not exceed par plus accrued interest to the date of purchase. The Trustee shall pay the interest accrued on such 2023B Bonds to the date of settlement therefore from the Series 2023B Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account, but no such purchase shall be made by the Trustee from money in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account within the period of 45 days immediately preceding any July 1 on which such 2023B Bonds are subject to redemption, except from money other than the money set aside in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account for the redemption of 2023B Bonds. The aggregate purchase price of 2023B Bonds during each Fiscal Year shall not exceed the amount to be deposited in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account on account of the Sinking Fund Requirement for the 2023B Bonds for such Fiscal Year. If in any Fiscal Year the sum of the amount on deposit in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account for the payment of any 2023B Bonds and the principal amount of the 2023B Bonds that were purchased during such Fiscal Year pursuant to the provisions of this paragraph (a) or delivered during such Fiscal Year to the Trustee by the City exceeds the Sinking Fund Requirement for the Outstanding 2023B Bonds for such Fiscal Year, the Trustee shall endeavor to purchase Outstanding 2023B Bonds with such excess money;

(b) The Trustee shall call for redemption on July 1 in each Fiscal Year 2023B Bonds in a principal amount equal to the aggregate Sinking Fund Requirement for the 2023B Bonds for such Fiscal Year, less the principal amount of any such 2023B Bonds retired during such Fiscal Year by purchase pursuant to paragraph (a) of this Section or delivered during such Fiscal Year to the Trustee by the City. On each redemption date the Trustee shall withdraw from the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account the

amount required to pay the Redemption Price of the 2023B Bonds so called for redemption. The amount of interest on the 2023B Bonds so called for redemption shall be paid from the Series 2023B Subaccount of the Revenue Bond Interest Account. If such date is the stated maturity date of any such 2023B Bonds, the Trustee shall not call such 2023B Bonds for redemption but, on such maturity, shall withdraw the amount required for paying the principal of such 2023B Bonds when due and payable.

If at any date there is money in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account and no 2023B Bonds are then Outstanding or if on any payment date money remains therein after the mandatory redemption of 2023B Bonds in accordance with the Sinking Fund Requirement therefor, the Trustee shall withdraw such money and shall apply the same as follows: (a) deposit in the Common Reserve Subaccount of the Revenue Bond Reserve Account the amounts, if any, required to be paid thereto in such month pursuant to Section 503(d) of the Order and (b) deliver all remaining amounts to the City.

If the balance in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account on the 25<sup>th</sup> day of the month next preceding a payment date on which 2023B Bonds are to be redeemed in accordance with the Sinking Fund Requirements therefor is insufficient to satisfy such Sinking Fund Requirement, the Trustee shall transfer to such Subaccount such amounts as may be necessary to remedy the deficiency, drawing on money in the Common Reserve Subaccount of the Revenue Bond Reserve Account.

If, in any Fiscal Year, by the application of money in the Series 2023B Subaccount of the Revenue Bond Sinking Fund Account the Trustee should purchase or receive from the City and cancel 2023B Bonds in excess of the aggregate Sinking Fund Requirements for such Fiscal Year, the Trustee shall file with the City not later than the 20<sup>th</sup> day before the next August 1 a statement identifying the 2023B Bonds purchased or delivered during such Fiscal Year and the amount of such excess. The City shall thereafter cause a certificate of the Finance Director to be filed with the Trustee not later than the 10<sup>th</sup> day before such August 1, setting forth with respect to the amount of such excess the Fiscal Years in which the Sinking Fund Requirements with respect to 2023B Bonds are to be reduced and the amount by which the Sinking Fund Requirements so determined are to be reduced.

On the retirement of any 2023B Bonds by purchase or redemption under the provisions of this Section, the Trustee shall file with the City a statement identifying such 2023B Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2023B Bonds, and the amount paid as interest thereon. The expenses incurred in connection with the purchase or redemption of any such 2023B Bonds shall be paid by the City from the Operating Fund or from any other available money.

**Section 4.06. *Application of Money in the Series 2023B Subaccount of the Revenue Bond Redemption Account.*** The Trustee shall apply money in the Series

2023B Revenue Bond Redemption Subaccount to the purchase or redemption of 2023B Bonds as follows:

(a) Subject to the provisions of paragraph (c) of this Section, at the request of the City, the Trustee shall endeavor to purchase and cancel 2023B Bonds or portions thereof, regardless of whether such 2023B Bonds or portions thereof are then subject to redemption, at the most advantageous price readily obtainable with reasonable diligence, provided that the purchase price of each 2023B Bond shall not exceed the Redemption Price that would be payable on the next redemption date to the Owner of such 2023B Bond under the provisions of this Appendix A if such 2023B Bond or such portion thereof should be called for redemption on such date from the money in the Series 2023B Subaccount of the Revenue Bond Redemption Account. The Trustee shall pay the interest accrued on such 2023B Bonds or portions thereof to the date of settlement from the Series 2023B Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2023B Subaccount of the Revenue Bond Redemption Account, but no such purchase shall be made by the Trustee from money in the Series 2023B Subaccount of the Revenue Bond Redemption Account within the period of 45 days immediately preceding any Interest Payment Date on which such 2023B Bonds or portions thereof are to be redeemed, except from money other than the money set aside in the Series 2023B Subaccount of the Revenue Bond Redemption Account for the redemption of Bonds.

(b) Subject to the provisions of paragraph (c) of this Section, the Trustee shall call for redemption on a date permitted by this Appendix A such amount of 2023B Bonds or portions thereof as, with the redemption premium, if any, will exhaust the money then held in the Series 2023B Subaccount of the Revenue Bond Redemption Account as nearly as may be. The Trustee shall pay the accrued interest on the Bonds or portions thereof to be redeemed to the date of redemption from the Series 2023B Subaccount of the Revenue Bond Interest Account and the Redemption Price of such 2023B Bonds or portions thereof from the Series 2023B Subaccount of the Revenue Bond Redemption Account. The Trustee shall withdraw from the Series 2023B Subaccount of the Revenue Bond Redemption Account and set aside the respective amounts required to pay the Redemption Price of the 2023B Bonds or portions thereof so called for redemption.

(c) Money in the Series 2023B Subaccount of the Revenue Bond Redemption Account shall be applied by the Trustee in each Fiscal Year to the purchase or the redemption of 2023B Bonds then Outstanding in accordance with the Sinking Fund Requirement.

On the retirement of any 2023B Bonds by purchase or redemption pursuant to the provisions of this Section, the Trustee shall file with the City a statement identifying such 2023B Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2023B Bonds and the amount paid as

interest thereon. The expense incurred by the Trustee in connection with the purchase or redemption of any such 2023B Bonds shall be paid by the City from the Operating Fund or from any other available money.

Section 4.07. ***Application of Money in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account.*** Money held in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account will be applied during each Fiscal Year to the purchase or retirement of 2024A Bonds then Outstanding as follows:

(a) The Trustee shall, at the request of the City, endeavor to purchase and cancel 2024A Bonds or portions thereof subject to redemption by operation of the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account or maturing on the next ensuing July 1 at the most advantageous price readily obtainable with reasonable diligence. The purchase price of each such 2024A Bond shall not exceed par plus accrued interest to the date of purchase. The Trustee shall pay the interest accrued on such 2024A Bonds to the date of settlement therefor from the Series 2024A Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account, but no such purchase shall be made by the Trustee from money in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account within the period of 45 days immediately preceding any July 1 on which such 2024A Bonds are subject to redemption, except from money other than the money set aside in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account for the redemption of 2024A Bonds. The aggregate purchase price of 2024A Bonds during each Fiscal Year shall not exceed the amount to be deposited in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account on account of the Sinking Fund Requirement for the 2024A Bonds for such Fiscal Year. If in any Fiscal Year the sum of the amount on deposit in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account for the payment of any 2024A Bonds and the principal amount of the 2024A Bonds that were purchased during such Fiscal Year pursuant to the provisions of this paragraph (a) or delivered during such Fiscal Year to the Trustee by the City exceeds the Sinking Fund Requirement for the Outstanding 2024A Bonds for such Fiscal Year, the Trustee shall endeavor to purchase Outstanding 2024A Bonds with such excess money;

(b) The Trustee shall call for redemption on July 1 in each Fiscal Year 2024A Bonds in a principal amount equal to the aggregate Sinking Fund Requirement for the 2024A Bonds for such Fiscal Year, less the principal amount of any such 2024A Bonds retired during such Fiscal Year by purchase pursuant to paragraph (a) of this Section or delivered during such Fiscal Year to the Trustee by the City. On each redemption date the Trustee shall withdraw from the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account the amount required to pay the Redemption Price of the 2024A Bonds so called for redemption. The amount of interest on the 2024A Bonds so called for redemption shall be paid from the Series 2024A Subaccount of the Revenue Bond Interest Account. If such date is the stated maturity date of any such 2024A Bonds, the



Trustee shall not call such 2024A Bonds for redemption but, on such maturity, shall withdraw the amount required for paying the principal of such 2024A Bonds when due and payable.

If at any date there is money in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account and no 2024A Bonds are then Outstanding or if on any payment date money remains therein after the mandatory redemption of 2024A Bonds in accordance with the Sinking Fund Requirement therefor, the Trustee shall withdraw such money and shall apply the same as follows: (a) deposit in the Common Reserve Subaccount of the Revenue Bond Reserve Account the amounts, if any, required to be paid thereto in such month pursuant to Section 503(d) of the Order and (b) deliver all remaining amounts to the City.

If the balance in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account on the 25<sup>th</sup> day of the month next preceding a payment date on which 2024A Bonds are to be redeemed in accordance with the Sinking Fund Requirements therefor is insufficient to satisfy such Sinking Fund Requirement, the Trustee shall transfer to such Subaccount such amounts as may be necessary to remedy the deficiency, drawing on money in the Common Reserve Subaccount of the Revenue Bond Reserve Account.

If, in any Fiscal Year, by the application of money in the Series 2024A Subaccount of the Revenue Bond Sinking Fund Account the Trustee should purchase or receive from the City and cancel 2024A Bonds in excess of the aggregate Sinking Fund Requirements for such Fiscal Year, the Trustee shall file with the City not later than the 20th day before the next August 1 a statement identifying the 2024A Bonds purchased or delivered during such Fiscal Year and the amount of such excess. The City shall thereafter cause a certificate of the Finance Director to be filed with the Trustee not later than the 10th day before such August 1, setting forth with respect to the amount of such excess the Fiscal Years in which the Sinking Fund Requirements with respect to 2024A Bonds are to be reduced and the amount by which the Sinking Fund Requirements so determined are to be reduced.

On the retirement of any 2024A Bonds by purchase or redemption under the provisions of this Section, the Trustee shall file with the City a statement identifying such 2024A Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2024A Bonds, and the amount paid as interest thereon. The expenses incurred in connection with the purchase or redemption of any such 2024A Bonds shall be paid by the City from the Operating Fund or from any other available money.

Section 4.08. ***Application of Money in the Series 2024A Subaccount of the Revenue Bond Redemption Account.*** The Trustee shall apply money in the Series 2024A Revenue Bond Redemption Subaccount to the purchase or redemption of 2024A Bonds as follows:

(a) Subject to the provisions of paragraph (c) of this Section, at the request of the City, the Trustee shall endeavor to purchase and cancel 2024A

Bonds or portions thereof, regardless of whether such 2024A Bonds or portions thereof are then subject to redemption, at the most advantageous price readily obtainable with reasonable diligence, provided that the purchase price of each 2024A Bond shall not exceed the Redemption Price that would be payable on the next redemption date to the Owner of such 2024A Bond under the provisions of this Appendix A if such 2024A Bond or such portion thereof should be called for redemption on such date from the money in the Series 2024A Subaccount of the Revenue Bond Redemption Account. The Trustee shall pay the interest accrued on such 2024A Bonds or portions thereof to the date of settlement from the Series 2024A Subaccount of the Revenue Bond Interest Account and the purchase price from the Series 2024A Subaccount of the Revenue Bond Redemption Account, but no such purchase shall be made by the Trustee from money in the Series 2024A Subaccount of the Revenue Bond Redemption Account within the period of 45 days immediately preceding any Interest Payment Date on which such 2024A Bonds or portions thereof are to be redeemed, except from money other than the money set aside in the Series 2024A Subaccount of the Revenue Bond Redemption Account for the redemption of Bonds.

(b) Subject to the provisions of paragraph (c) of this Section, the Trustee shall call for redemption on a date permitted by this Appendix A such amount of 2024A Bonds or portions thereof as, with the redemption premium, if any, will exhaust the money then held in the Series 2024A Subaccount of the Revenue Bond Redemption Account as nearly as may be. The Trustee shall pay the accrued interest on the 2024A Bonds or portions thereof to be redeemed to the date of redemption from the Series 2024A Subaccount of the Revenue Bond Interest Account and the Redemption Price of such 2024A Bonds or portions thereof from the Series 2024A Subaccount of the Revenue Bond Redemption Account. The Trustee shall withdraw from the Series 2024A Subaccount of the Revenue Bond Redemption Account and set aside the respective amounts required to pay the Redemption Price of the 2024A Bonds or portions thereof so called for redemption.

(c) Money in the Series 2024A Subaccount of the Revenue Bond Redemption Account shall be applied by the Trustee in each Fiscal Year to the purchase or the redemption of 2024A Bonds then Outstanding in accordance with the Sinking Fund Requirement.

On the retirement of any 2024A Bonds by purchase or redemption pursuant to the provisions of this Section, the Trustee shall file with the City a statement identifying such 2024A Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such 2024A Bonds and the amount paid as interest thereon. The expense incurred by the Trustee in connection with the purchase or redemption of any such 2024A Bonds shall be paid by the City from the Operating Fund or from any other available money.

**Section 4.09. *Application of Money in Common Reserve Subaccount of the Revenue Bond Reserve Account.***

(a) This Series Resolution is hereby designated a Common Reserve Series Resolution and the Bonds are hereby designated as being secured by the Common Reserve Subaccount of the Revenue Bond Reserve Account in accordance with and meeting the standards of the 2014 Series Resolution. There will be deposited in the Common Reserve Subaccount of the Revenue Bond Reserve Account an amount as certified by the Finance Director under Section 2.03. The Trustee shall use money deposited in the Common Reserve Subaccount of the Revenue Bond Reserve Account solely for the purpose of paying the principal of and the interest on each Series of Common Reserve Bonds whenever and to the extent that (1) money in the applicable Subaccount of the Revenue Bond Interest Account created with respect to such Series of Common Reserve Bonds is insufficient to pay the interest on such Series of Common Reserve Bonds or (2) money in the applicable Subaccount of the Revenue Bond Principal Account or the applicable Subaccount of the Revenue Bond Sinking Fund Account created with respect to such Series of Common Reserve Bonds is insufficient to pay the principal of such Series of Common Reserve Bonds. With respect to the Bonds, the Trustee shall withdraw such money in accordance with the order of priorities set forth in Section 4.02, and with respect to any other Series of Common Reserve Bonds, the Trustee shall withdraw such money in accordance with the order of priorities set forth in the corresponding section of the applicable Common Reserve Series Resolution; *provided, however*, if there is insufficient money in the Common Reserve Subaccount of the Revenue Bond Reserve Account to satisfy all deposits required within each subsection of Section 4.02, then any amounts remaining in the Common Reserve Subaccount of the Revenue Bond Reserve Account will be used to satisfy the deposits between each subaccount on a *pro rata* basis in accordance with the Outstanding aggregate principal amount of each corresponding Series of Common Reserve Bonds. If on any Interest Payment Date the amount on deposit in an account of the Common Reserve Subaccount of the Revenue Bond Reserve Account exceeds the Reserve Requirement therefor, the Trustee shall transfer such excess to (1) the applicable Subaccount of the Revenue Bond Interest Account created with respect to each Series of Common Reserve Bonds on a *pro rata* basis based on the Outstanding aggregate principal amount of each corresponding Series of Common Reserve Bonds or (2) as the City otherwise directs as required by the City's arbitrage and tax regulatory agreement executed and delivered in connection with any Series of Common Reserve Bonds.

(b) If the City delivers a Qualified Reserve Fund Substitute to the Trustee in satisfaction of the Reserve Requirement, in whole or in part:

(i) If and to the extent that money on deposit in the Common Reserve Subaccount of the Revenue Bond Reserve Account, plus all amounts on deposit in and credited to the Subaccounts of the Revenue Bond Fund applicable to each Series of Common Reserve Bonds, in excess of the amount of the Qualified Reserve Fund Substitute, is insufficient to pay the amount of principal and interest coming due with respect to any Series of Common Reserve Bonds, then

on the later of: (i) one day after receipt by the Qualified Reserve Fund Substitute Provider of a demand for payment (a "*Demand for Payment*"), duly executed by the Trustee certifying that payment due under the Order and any Common Reserve Series Resolution has not been made to the Trustee; or (ii) the payment date of any Series of Common Reserve Bonds as specified in the Demand for Payment presented by the Trustee to the Qualified Reserve Fund Substitute Provider, the Qualified Reserve Fund Substitute Provider will make a deposit of funds in an account with the Trustee sufficient for the payment to the Trustee of amounts which are then due to the Trustee under any such Common Reserve Series Resolution (as specified in the Demand for Payment) up to but not in excess of the coverage, as defined in the Qualified Reserve Fund Substitute.

(ii) The Trustee shall, after submitting to the Qualified Reserve Fund Substitute Provider the Demand for Payment as provided in (i) above, make available to the Qualified Reserve Fund Substitute Provider all records relating to the funds and accounts maintained under this Appendix A and any other Common Reserve Series Resolution.

(iii) The Trustee shall, on receipt of money received from the draw on the Qualified Reserve Fund Substitute, as specified in the Demand for Payment, credit the Common Reserve Subaccount of the Revenue Bond Reserve Account to the extent of money received pursuant to such Demand for Payment.

(iv) The Common Reserve Subaccount of the Revenue Bond Reserve Account is to be replenished in the following priority: (A) principal and interest on the Qualified Reserve Fund Substitute is to be paid from first available Revenues; (B) after all such amounts are paid in full, amounts necessary to fund the Common Reserve Subaccount of the Revenue Bond Reserve Account to the required level, after taking into account the amounts available under the Qualified Reserve Fund Substitute are to be deposited from next available Revenues.

**Section 4.10. *Application of Money in the Revenue Bond Capitalized Interest Account.*** On or after the date of issuance of the 2023A Bonds, the Finance Director will deliver or cause to be delivered a schedule of transfers to be made from Series 2023A Subaccount of the Revenue Bond Capitalized Interest Account to the 2023A Subaccount of the Revenue Bond Interest Account. In accordance with such schedule, the Trustee shall withdraw such amounts from the Series 2023A Subaccount of the Revenue Bond Capitalized Interest Account and transfer such amounts to the 2023A Subaccount of the Revenue Bond Interest Account to be used on the applicable Interest Payment Date to pay interest on the 2023A Bonds.

On or after the date of issuance of the 2023B Bonds, the Finance Director will deliver or cause to be delivered a schedule of transfers to be made from Series 2023B Subaccount of the Revenue Bond Capitalized Interest Account to the 2023B Subaccount of the Revenue Bond Interest Account. In accordance with such schedule, the Trustee shall withdraw such amounts from the Series 2023B Subaccount of the Revenue Bond Capitalized Interest Account and transfer such amounts to the 2023B

Subaccount of the Revenue Bond Interest Account to be used on the applicable Interest Payment Date to pay interest on the 2023B Bonds.

**Section 4.11. *Application of Money in the Series 2023 Additional Facilities Account of the Construction Fund.***

On the filing from time to time with the Trustee of a requisition signed by an authorized representative of the City in the applicable form attached hereto as Exhibit D, accompanied by a voucher or other appropriate documentation as may be required by the Trustee, the Trustee will make or cause to be made disbursements from the Series 2023A Subaccount of the Series 2023 Additional Facilities Account and the Series 2023B Subaccount of the Series 2023 Additional Facilities Account, as indicated on the requisition, for the payment of the applicable Costs of the Projects to be financed with the proceeds of the respective Series of 2023 Bonds, including costs of issuance.

On the completion of the Projects to be financed with the proceeds of the 2023A Bonds, the City will deliver a certificate to the Trustee stating the fact and date of such completion and stating that all of the Costs of the Projects anticipated to be paid by the City from the proceeds of the 2023A Bonds have been paid. On the receipt by the Trustee of such certificate, unless the Trustee receives written direction from the City otherwise, the Trustee will deposit the remaining balance in the Series 2023A Subaccount of the Series 2023 Additional Facilities Account to the Series 2023A Subaccount of the Revenue Bond Interest Account to be applied to the next payment due with respect to the 2023A Bonds.

On the completion of the Projects to be financed with the proceeds of the 2023B Bonds, the City will deliver a certificate to the Trustee stating the fact and date of such completion and stating that all of the Costs of the Projects anticipated to be paid by the City from the proceeds of the 2023B Bonds have been paid. On the receipt by the Trustee of such certificate, unless the Trustee receives written direction from the City otherwise, the Trustee will deposit the remaining balance in the Series 2023B Subaccount of the Series 2023 Additional Facilities Account to the Series 2023B Subaccount of the Revenue Bond Interest Account to be applied to the next payment due with respect to the 2023B Bonds.

**Section 4.12. *Application of Money in the Series 2024A Cost of Issuance Account of the Construction Fund.*** On the filing from time to time with the Trustee of a requisition signed by an authorized representative of the City in the applicable form attached hereto as Exhibit D, accompanied by a voucher or other appropriate documentation as may be required by the Trustee, the Trustee will make or cause to be made disbursements from the Series 2024A Cost of Issuance Account for the payment of the costs of issuance of the 2024A Bonds. Unless otherwise so instructed in writing by an authorized representative of the City, the Trustee will transfer any balance remaining in the Series 2024A Cost of Issuance Account on the first Interest Payment Date of the 2024A Bonds to the Series 2024A Subaccount of the Revenue Bond Interest Account to be applied to pay interest on the 2024A Bonds on such Interest Payment Date.

Section 4.13. ***Investment of Money.*** Money held for the credit of all subaccounts or accounts established under this Appendix A on deposit with the Trustee are to be continuously invested and reinvested by the Trustee in such Investment Obligations as the City may direct to the extent practicable. Except as otherwise permitted under the Order, any such Investment Obligations shall mature not later than the respective dates when the money held for the credit of such subaccounts or accounts will be required for the purposes intended. No Investment Obligations in any such subaccount or account may mature beyond the maturity date of the applicable series of Bonds.

The interest accruing on Investment Obligations in the subaccounts established hereunder and any profit or loss realized on the disposition or maturity of such Investment Obligations are to be credited to or charged against the following Funds, accounts and subaccounts, unless otherwise directed by the City: interest and profit or loss resulting from each of the subaccounts established under Section 4.01 other than the Series 2023A Subaccount of the Series 2023 Additional Facilities Account, the Series 2023B Subaccount of the Series 2023 Additional Facilities Account and the Series 2024A Cost of Issuance Account shall be credited to or charged against the Revenue Fund, and interest and profit or loss resulting from the Series 2023A Subaccount of the Series 2023 Additional Facilities Account, the Series 2023B Subaccount of the Series 2023 Additional Facilities Account and the 2024A Cost of Issuance Account shall be credited to or charged against that respective account or subaccount.

Section 4.14. ***Payment of Principal, Interest and Premium and Pledge of Net Revenues.*** The City covenants that it will promptly pay the principal of and the interest on every Bond issued under this Appendix A at the places, on the dates and in the manner provided herein and in the Bonds, and any premium required for the retirement of the Bonds by purchase or redemption, according to the true intent and meaning thereof. The City represents and covenants that it is duly authorized under the constitution and laws of the State, particularly the Act, to issue the Bonds authorized hereby and to pledge the Net Revenues in the manner and to the extent herein and in the Order set forth; that all action on its part for the issuance of the Bonds initially issued hereunder has been duly and effectively taken; and that such Bonds in the hands of the Owners thereof are and will be valid and binding special obligations of the City according to their terms.

Except to the extent of a lien on Net Revenues from the Airport, the Bonds are not payable from the general funds of the City and do not constitute a legal or equitable pledge, lien or encumbrance on any of the properties of the City or on any of its income, receipts or revenues, except as provided in this Appendix A and the Order, and neither the credit nor the taxing power of the City are pledged for the payment of the Bonds, or the City's obligations to comply with any covenant or agreement under this Appendix A or any other agreement entered into by the City pursuant to its authority.

[End of Article IV]

## ARTICLE V.

### USE OF BOND PROCEEDS

The proceeds of the Bonds will be deposited in accordance with the certificate of the Finance Director delivered under Section 2.03.

[End of Article V]

## ARTICLE VI.

### SUPPLEMENTAL SERIES RESOLUTIONS

Section 6.01. **Supplemental Series Resolutions.** The Series Resolution and the rights and obligations of the City and the Owners may be modified or amended at the same times, in the same manner and for the same purposes as the Order, but if the modification or amendment affects only one or more of the respective Series of Bonds, the percentage to be applied under Section 1102 of the Order will be applied only to the affected Series of Outstanding Bonds.

Notwithstanding anything in the Order or the Series Resolution to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding any Bonds or another Series of the Bonds issued after the issuance of the Bonds may, regardless of its intent to sell or distribute such Bonds in the future, consent as the Owner of such Bonds to any amendment or supplemental series resolution as required or permitted by this Article, including any amendment or supplemental series resolution that adversely affects the interests of other Owners, and (2) any Owner is not entitled to receive, nor is the City required to provide, any prior notice or other documentation regarding such amendment or supplemental series resolution.

On the adoption of any supplemental series resolution pursuant to the provisions of this Section, the Series Resolution will deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Series Resolution, the Trustee and all Owners will thereafter be determined, exercised and enforced in all respects pursuant to the provisions of the Series Resolution as so modified and amended.

Section 6.02. **Bonds Affected.** For purposes of this Appendix A, Bonds are “affected” by a supplemental series resolution if the same adversely affects or diminishes the rights of Owners against the City or the rights of the Owners in the security for such Bonds. The Trustee may in its discretion determine whether any Bonds would be affected by any supplemental series resolution and any such determination is conclusive on the Owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee is not liable for any such determination made in good faith.

Section 6.03. **Exclusion of Bonds.** Bonds owned or held by or for the account of the City shall not be deemed Outstanding Bonds for the purpose of any consent or other action or any calculation of Outstanding Bonds provided for in this Article. The City, as Owner of such Bonds, is not entitled to consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee certificates of the Finance Director, on which the Trustee may rely, describing all Bonds so to be excluded.

Section 6.04. **Responsibilities of Trustee and City Under this Article.** The Trustee and the City are entitled to exercise their discretion in determining whether or not any proposed supplemental series resolution or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the City, the rights and interests of the Owners, and the rights, obligations and interests of the Trustee. The Trustee is entitled to receive, and is fully protected in relying on, the opinion of counsel approved by it, who may be bond counsel for the City, as conclusive evidence that any such proposed supplemental series resolution does or does not comply with the provisions of this Appendix A, and that it is or is not proper for it, under the provisions of this Article, to accept such supplemental series resolution.

[End of Article VII]

## ARTICLE VII.

### MISCELLANEOUS PROVISIONS

Section 7.01. **Headings.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and does not constitute a part of this Appendix A or affect its meaning, construction or effect.

Section 7.02. **Application to the LGC.** The City Council hereby ratifies and confirms its request to the LGC to sell the Bonds at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina, as amended.

Section 7.03. **Approval of Amount of Bonds and Interest Rate.** The Finance Director and the other authorized officers of the City are hereby authorized and directed to approve the items required and provide the certificate set forth under Section 2.03.

Section 7.04. **Authorization for Other Acts.**

(a) The Finance Director and other officers, agents and employees of the City and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Bonds, the Order, the Series Resolution, this Appendix A, the Bond Purchase Agreement and the Forward Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and also to do all acts and things required of them by the provisions of this



Appendix A, including the advancement of any fees and expenses in connection with the transactions described therein with the expectation that such fees and expenses will be reimbursed to the City from Bond proceeds.

(b) The Mayor, the City Manager, the Finance Director, the Aviation Director, the City Attorney, or any of them or their deputies and designees, are further authorized and directed (without limitation except as may be expressly set forth herein) to employ and compensate advisers, bond counsel, counsel, and consultants, to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Order, the Series Resolution, this Appendix A, the Bond Purchase Agreement and the Forward Bond Purchase Agreement, including the on-going administration thereof.

Section 7.05. **Acceptance of Duties by Paying Agent.** Each Paying Agent (other than the Trustee) shall signify its acceptance of the duties and obligations imposed on it by the Order and the Series Resolution by executing and delivering to the City and the Trustee a written acceptance thereof.

Section 7.06. **Holidays.** Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder is stated to be due on a day which is not a Business Day, such payment or action will be made or taken on the next following Business Day, and such extension of time will be included in computing interest, if any, in connection with such payment or action.

Section 7.07. **Replacement of Registrar or Paying Agent.** If the Bond Registrar or Paying Agent initially appointed under this Appendix A resigns (whether before or after the issuance of any Bonds), or if the Finance Director reasonably determines that the Bond Registrar or Paying Agent has become incapable of performing its duties hereunder, the City may, on notice mailed to each Owner of the Bonds, if any, at such Owner's address last shown on the registration records, appoint a successor Bond Registrar or Paying Agent which meets any requirement set forth in the Order, including the prior approval by the LGC of a successor Bond Registrar. No resignation or dismissal of the Bond Registrar or Paying Agent may take effect until a successor is appointed. The same institution is not required to serve as both Bond Registrar and Paying Agent hereunder, but the City has the right to have the same institution serve as both Bond Registrar and Paying Agent hereunder. Whenever in this Appendix A the Bond Registrar or Paying Agent is named or referred to, such provision is deemed to include any successor of the Bond Registrar or Paying Agent, respectively.

Section 7.08. **Continuing Disclosure.** The City agrees, in accordance with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC"), to provide to the MSRB:

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2023, the audited financial

statements of the City for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2023, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included in the tables under the captions "**THE AIRPORT – AIRLINES SERVING THE AIRPORT,**" "**AIR SERVICE AREA,**" and "**HISTORICAL ENPLANED PASSENGERS**" in the Official Statement for the Bonds, as identified in the Official Statement to the extent such items are not included in the financial statements referred to in paragraph (1) above;

(3) in a timely manner not in excess of 10 Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (g) modification of the rights of the beneficial owners of the Bonds, if material;
- (h) call of any of the Bonds, other than mandatory sinking fund redemptions, if material, and tender offers;
- (i) defeasance of any of the Bonds;

- (j) release, substitution or sale of any property securing repayment of the Bonds, if material;
  - (k) rating changes;
  - (l) bankruptcy, insolvency, receivership or similar event of the City;
  - (m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
  - (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect the beneficial owners of the Bonds, if material; and
  - (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties; and
- (4) in a timely manner, notice of a failure of the City to provide required annual financial information described in (1) or (2) above on or before the date specified.

For purposes of this undertaking, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this Article is intended to be for the benefit of the Owners and the beneficial owners of the Bonds and is enforceable by the Trustee or by any of them, including an action for specific performance of the City's obligations under this Article, but a failure to comply will not be an event of default under Section 802 of the Order and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the Bonds.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information to the extent necessary or appropriate in the judgment of the City, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and
- (3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by the Trustee or Bond Counsel or by the approving vote of the Owners of a majority in Outstanding principal amount of the Bonds.

Any annual financial information containing modified operating data or financial information must explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently required by the SEC in lieu of the manner described above.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal and interest with respect to the Bonds.

Section 7.09. **E-Verify.** By accepting its responsibilities under this Series Resolution, the Trustee, Bond Registrar and Paying Agent certify to the following:

The Trustee, Bond Registrar and Paying Agent understand that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee, Bond Registrar and Paying Agent use E-Verify to verify the work authorization of their employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee, Bond Registrar and Paying Agent will require that any subcontractor used in connection with the transactions contemplated by this Series Resolution certify to such subcontractor's compliance with E-Verify.

[EXHIBIT A BEGINS ON THE FOLLOWING PAGE]

**EXHIBIT A**  
**FORM OF 2023A BOND**

**CITY OF CHARLOTTE, NORTH CAROLINA**  
**AIRPORT REVENUE BONDS,**  
**SERIES 2023A (Non-AMT)**

**No. RA-1**

**\$**

**INTEREST RATE**  
%

**DATED DATE**  
September \_\_, 2023

**MATURITY DATE**  
July 1, 20\_\_

**CUSIP**  
161036\_\_

**REGISTERED OWNER: CEDE & Co.**

**PRINCIPAL AMOUNT:**

**DOLLARS**

*The City of Charlotte, North Carolina (the "City"), a municipal corporation of the State of North Carolina (the "State"), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Principal Amount stated above on the Maturity Date set forth above (or earlier as hereinafter described), and to pay such Owner at the address as it appears on the registration books kept by U.S. Bank Trust Company, National Association, the Bond Registrar, the Trustee and the Paying Agent for the 2023A Bonds (the "Bond Registrar," the "Paying Agent" and the "Trustee"), at the close of business on the 15<sup>th</sup> day of the month preceding each hereinafter-described Interest Payment Date (each, a "Regular Record Date"), interest on such Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of authentication (unless (i) the date of authentication precedes the first Interest Payment Date in which case this 2023A Bond will bear interest from its date of issuance, or (ii) the date of authentication is an Interest Payment Date, in which case this 2023A Bond will bear interest from such date) until the principal hereof has been paid or provided for in accordance with the Order and the Series Resolution (hereinafter defined), payable January 1, 2024 and thereafter semiannually on January 1 and July 1 in each year (each an "Interest Payment Date"). Both principal and interest and any premium on the redemption before the maturity of all or part hereof are payable in lawful coin or currency of the United States of America and (except for interest which is payable by check or draft as stated above) are payable at the designated corporate trust office of the Bond Registrar in Charlotte, North Carolina.*

THE 2023A BONDS ARE SPECIAL OBLIGATIONS OF THE CITY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 2023A BONDS ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY, NOR DO THEY CONSTITUTE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE ON ANY OF ITS PROPERTY OR ON ANY OF ITS INCOME, RECEIPTS, OR REVENUES EXCEPT THE FUNDS WHICH ARE PLEDGED UNDER THE ORDER AND THE SERIES

EXH A-1

RESOLUTION (HEREINAFTER DEFINED). NEITHER THE CREDIT NOR THE TAXING POWER OF THE STATE OR THE CITY ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2023A BONDS, AND NO OWNER OF THIS 2023A BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE STATE OR THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT.

The 2023A Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive 2023A Bonds made to the public. One definitive 2023A Bond for each maturity will be delivered to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2023A Bonds in Authorized Denominations (hereinafter defined) with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Principal of, premium, if any, and interest on this 2023A Bond will be payable to DTC or its nominee as registered owner of the 2023A Bonds by wire transfer in immediately available funds. The City, the Paying Agent, the Bond Registrar and the Trustee are not responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2023A Bonds or (b) the Trustee and the City determine to discontinue the book entry system in accordance with DTC’s rules and the City fails to identify another qualified securities depository to replace DTC, the City will deliver fully registered definitive 2023A Bonds in accordance with DTC’s rules and procedures.

The City, the Paying Agent, the Bond Registrar and the Trustee have no responsibility or obligation with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount in respect of the principal of and premium, if any, and interest on the 2023A Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Order and the Series Resolution (hereinafter defined) to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial redemption of the 2023A Bonds; or (e) any consent given or other action taken by DTC, or its nominee.

This 2023A Bond is one of an issue of Bonds designated “*Airport Revenue Bonds, Series 2023A (Non-AMT)*” (the “*2023A Bonds*”) issued under the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “*Order*”) and a series resolution adopted by the City Council on August 28, 2023 (the “*Series Resolution*”). Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings ascribed to them in the Order, the Series Resolution or the Appendix A attached to, and incorporated in, the Series Resolution. The City intends to issue its Airport Revenue Bonds, Series 2023B (AMT)

(the “2023B Bonds” and collectively with the 2023A Bonds, the “2023 Bonds”) and its Airport Revenue Bond Anticipation Note, Series 2023 (the “2023 Note”), on or about the time the City issues its 2023A Bonds, under the Order. Under the Order, the City has previously issued several series of Bonds (the “Existing Bonds”). The 2023 Bonds, the 2023 Note, the Existing Bonds and any additional Bonds which may be issued under the Order are parity obligations under the Order. The 2023A Bonds are being issued to (1) refinance a portion of the 2022 BAN, (2) further finance Projects, (3) fund a portion of any necessary debt service reserves for the 2023 Bonds, (4) pay capitalized interest on the 2023A Bonds and (5) pay costs of issuing the 2023A Bonds.

The 2023A Bonds, together with interest thereon, are special obligations of the City payable solely from Revenues after payment of the Current Expenses of the Airport and constitute a valid claim of the respective Owners thereof only against the funds and other money held by the Trustee for the benefit of the Owners of the 2023A Bonds, which amounts are pledged and assigned pursuant to the Order for the equal and ratable payment of the 2023A Bonds and will be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2023A Bonds, except as may be otherwise expressly authorized in the Order and the Appendix A.

“Revenues,” “Net Revenues” and “Current Expenses” are defined in the Order. Pursuant to the Order the City has, for the benefit of the Owners of the Bonds, assigned Net Revenues and certain other rights to the Trustee in trust. Reference is made to the Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the Owners of the 2023A Bonds. Copies of the Order and the Series Resolution are on file and may be inspected at the designated office of the Trustee in Charlotte, North Carolina. By the purchase and acceptance of this 2023A Bond, the Owner hereof signifies assent to all of the provisions of the aforementioned documents.

This 2023A Bond is issued and the Order and Series Resolution were made and entered into under and pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 *et seq.*, as amended.

This 2023A Bond is exchangeable on the presentation and surrender hereof at the designated corporate trust office of the Bond Registrar for the 2023A Bonds in Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Bond Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered 2023A Bond. The Bond Registrar may require the payment by any Owner requesting registration of transfer or exchange of 2023A Bonds of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Bond Registrar is not required to register the transfer of or exchange any 2023A Bonds selected, called or being called for redemption in whole or in part. The person in whose name this 2023A Bond is registered will be deemed and regarded as the absolute



owner hereof for all purposes, and payment of this 2023A Bond will be made only to or on the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this 2023A Bond to the extent of the sum or sums paid.

The 2023A Bonds maturing on or after July 1, 20\_\_ may be redeemed before their maturities, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date beginning on or after \_\_\_\_\_, at the redemption price, equal to the principal amount of 2023A Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, plus premium of \_\_\_\_\_.

The 2023A Bonds are subject to optional redemption by the City, in whole or in part on any date at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, on instructions from the City, from the Net Proceeds of insurance or Eminent Domain which are deposited in the Series 2023A Subaccount of the Revenue Bond Redemption Account.

The 2023A Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2023A Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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\* Maturity

The 2023A Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2023A Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------	-------------	---------------

\* Maturity

Notice of redemption will be given by the Trustee not less than 30 days nor more than 60 days before the Redemption Date (1) to the LGC by Mail, electronic or facsimile transmission, (2)(a) to DTC or its nominee by registered or certified mail at the address provided to the Trustee by DTC or as otherwise permitted by DTC's rules and procedures or (b) if DTC or its nominee is no longer the Owner of the 2023A Bonds, by Mail to the then-registered Owners of 2023A Bonds to be redeemed at the last address shown on the registration books kept by the Bond Registrar and (3) to the Municipal

Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB.

Such notice must (1) specify the 2023A Bonds to be redeemed, the redemption date, the redemption price and the place or places where amounts due on such redemption must be payable (which must be the designated office of the Bond Registrar) and if less than all of the 2023A Bonds are to be redeemed, the numbers of the 2023A Bonds and the portions of 2023A Bonds to be redeemed, and (2) state that on the redemption date, the 2023A Bonds to be redeemed will cease to bear interest. If at the time of mailing of notice of redemption there is not on deposit with the Trustee money sufficient to redeem the 2023A Bonds called for redemption, which money is or will be available for redemption of the 2023A Bonds, such notice will state that it is conditional on the deposit of the redemption money with the Trustee not later than the opening of business on the redemption date. Any notice, once given, may be withdrawn by notice delivered in the manner set forth above, on receipt by the Trustee of written instructions from the City with respect to such withdrawal.

Failure to provide such notice to any Owner or any defect therein will not affect the validity of any proceedings for such redemption as to any other Owner to whom such notice was properly given. Failure to provide such notice to the LGC or the MSRB as provided above will not affect the validity of any proceedings for such redemption.

If money is on deposit with the Trustee to pay the redemption price of such 2023A Bonds called for redemption including premium, if any, thereon on a redemption date, such 2023A Bonds or portions thereof so called for redemption as hereinabove specified will not bear interest after such redemption date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment. No payment of principal will be made by the Trustee on any 2023A Bonds or portions thereof called for redemption until such 2023A Bonds or portions thereof have been delivered for payment or cancellation or the Bond Registrar has received the items required by Section 210 of the Order with respect to any mutilated, lost, stolen or destroyed 2023A Bonds.

In the case of any partial redemption of 2023A Bonds, the City will select the 2023A Bonds and the maturity or maturities of the 2023A Bonds to be redeemed and DTC will select the 2023A Bonds within the same maturity pursuant to its rules and procedures or, if the book-entry system with DTC or any other securities depository has been discontinued, the Bond Registrar will select the 2023A Bonds to be redeemed by lot in such manner as the Bond Registrar in its discretion may deem proper.

If a 2023A Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such 2023A Bond may be redeemed, but only in a principal amount such that the unredeemed portion of such 2023A Bond is equal to an Authorized Denomination. For any 2023A Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2023A Bond as representing a single 2023A Bond in the minimum Authorized Denomination

plus that number of 2023A Bonds that is obtained by dividing the remaining principal amount of such 2023A Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2023A Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal amount of such 2023A Bond, the Owner of such 2023A Bond, on surrender of such 2023A Bond to the Bond Registrar for payment of the principal amount of such 2023A Bond, will be entitled to receive new 2023A Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 2023A Bond. New 2023A Bonds representing the unredeemed balance of the principal amount of such 2023A Bonds will be issued to the Owner thereof.

If the Owner of any 2023A Bond of a denomination greater than the amount being redeemed fails to present such 2023A Bond to the Bond Registrar for payment and exchange as aforesaid, such 2023A Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

The Order permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Bonds then Outstanding under the Order. The Order also contains provisions permitting the City and the Trustee to enter into amendments to the Order without the consent of the Owners of the Bonds then Outstanding for certain purposes.

The Series Resolution permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the 2023A Bonds then Outstanding. Appendix A also contains provisions permitting the City and the Trustee to enter into amendments to Appendix A without the consent of the Owners of the 2023A Bonds then Outstanding for certain purposes.

Any consent or request by the Owner of this 2023A Bond is conclusive and binding on such Owner and on all future Owners of this 2023A Bond and of any 2023A Bond issued on the transfer of this 2023A Bond whether or not notation of such consent or request is made on this 2023A Bond.

This 2023A Bond is issued with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this 2023A Bond and the adoption of the Order and the Series Resolution have happened, existed and have been performed as so required.

This 2023A Bond is not valid or does not become obligatory for any purpose or be entitled to any benefit or security under the Order until it has been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

*IN WITNESS WHEREOF*, the City of Charlotte, North Carolina has caused this 2023A Bond to be executed with the manual or facsimile signatures of the City Manager and the City Clerk, and has caused the City's official seal or a facsimile thereof to be impressed or imprinted hereon.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Manager

[SEAL]

By: \_\_\_\_\_  
City Clerk

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

The issue hereof has been approved under the  
provisions of The State and Local Government Revenue Bond Act.

---

SHARON G. EDMUNDSON  
Secretary of the Local Government Commission

SIGNATURE PAGE  
RELATING TO

THE CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE BONDS, SERIES 2023A (Non-AMT)

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

September \_\_, 2023

This 2023A Bond is one of the Airport Revenue Bonds, Series 2023A (Non-AMT) designated herein issued under the provisions of the within-mentioned Order and Series Resolution.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Bond Registrar**

By: \_\_\_\_\_  
Vice President

## ASSIGNMENT

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and  
appoints

---

Attorney to register the transfer of the within Bond on the books kept for registration  
thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

**NOTICE:** Signature must be guaranteed  
by a participant of the Securities  
Transfer Agent Medallion Program  
("STAMP") or similar program.

---

**NOTICE:** The signature to this  
assignment must correspond with the  
name as it appears on the face of the  
within Bond in every particular, without  
alteration, enlargement or any change  
whatever.

**TRANSFER FEE MAY BE REQUIRED**



**EXHIBIT B**  
**FORM OF 2023B BOND**

**CITY OF CHARLOTTE, NORTH CAROLINA**  
**AIRPORT REVENUE BONDS,**  
**SERIES 2023B (AMT)**

**No. RB-1**

**\$**

<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
%	September __, 2023	July 1, 20__	161036__

**REGISTERED OWNER: CEDE & Co.**

**PRINCIPAL AMOUNT: DOLLARS**

*The City of Charlotte, North Carolina (the "City"), a municipal corporation of the State of North Carolina (the "State"), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Principal Amount stated above on the Maturity Date set forth above (or earlier as hereinafter described), and to pay such Owner at the address as it appears on the registration books kept by U.S. Bank Trust Company, National Association, the Bond Registrar, the Trustee and the Paying Agent for the 2023B Bonds (the "Bond Registrar," the "Paying Agent" and the "Trustee"), at the close of business on the 15<sup>th</sup> day of the month preceding each hereinafter-described Interest Payment Date (each, a "Regular Record Date"), interest on such Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of authentication (unless (i) the date of authentication precedes the first Interest Payment Date in which case this 2023B Bond will bear interest from its date of issuance, or (ii) the date of authentication is an Interest Payment Date, in which case this 2023B Bond will bear interest from such date) until the principal hereof has been paid or provided for in accordance with the Order and the Series Resolution (hereinafter defined), payable January 1, 2024 and thereafter semiannually on January 1 and July 1 in each year (each an "Interest Payment Date"). Both principal and interest and any premium on the redemption before the maturity of all or part hereof are payable in lawful coin or currency of the United States of America and (except for interest which is payable by check or draft as stated above) are payable at the designated corporate trust office of the Bond Registrar in Charlotte, North Carolina.*

THE 2023B BONDS ARE SPECIAL OBLIGATIONS OF THE CITY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 2023B BONDS ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY, NOR DO THEY CONSTITUTE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE ON ANY OF ITS PROPERTY OR ON ANY OF ITS INCOME, RECEIPTS, OR REVENUES EXCEPT THE FUNDS WHICH ARE PLEDGED UNDER THE ORDER AND THE SERIES

EXH B-1

RESOLUTION (HEREINAFTER DEFINED). NEITHER THE CREDIT NOR THE TAXING POWER OF THE STATE OR THE CITY ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2023B BONDS, AND NO OWNER OF THIS 2023B BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE STATE OR THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT.

The 2023B Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive 2023B Bonds made to the public. One definitive 2023B Bond for each maturity will be delivered to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2023B Bonds in Authorized Denominations (hereinafter defined) with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Principal of, premium, if any, and interest on this 2023B Bond will be payable to DTC or its nominee as registered owner of the 2023B Bonds by wire transfer in immediately available funds. The City, the Paying Agent, the Bond Registrar and the Trustee are not responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2023B Bonds or (b) the Trustee and the City determine to discontinue the book entry system in accordance with DTC’s rules and the City fails to identify another qualified securities depository to replace DTC, the City will deliver fully registered definitive 2023B Bonds in accordance with DTC’s rules and procedures.

The City, the Paying Agent, the Bond Registrar and the Trustee have no responsibility or obligation with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount in respect of the principal of and premium, if any, and interest on the 2023B Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Order and the Series Resolution (hereinafter defined) to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial redemption of the 2023B Bonds; or (e) any consent given or other action taken by DTC, or its nominee.

This 2023B Bond is one of an issue of Bonds designated “*Airport Revenue Bonds, Series 2023B (AMT)*” (the “*2023B Bonds*”) issued under the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “*Order*”) and a series resolution related adopted by the City Council on August 28, 2023 (the “*Series Resolution*”). Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings ascribed to them in the Order, the Series Resolution or the Appendix A attached to, and incorporated in, the Series Resolution. The City intends to issue its Airport Revenue Bonds, Series 2023A

(Non-AMT) (the “2023A Bonds” and collectively with the 2023B Bonds, the “2023 Bonds”) and its Airport Revenue Bond Anticipation Note, Series 2023 (the “2023 Note”), on or about the time the City issues its 2023B Bonds, under the Order. Under the Order, the City has previously issued several series of Bonds (the “Existing Bonds”). The 2023 Bonds, the 2023 Note, the Existing Bonds and any additional Bonds which may be issued under the Order are parity obligations under the Order. The 2023B Bonds are being issued to (1) refinance a portion of the 2022 BAN, (2) further finance Projects, (3) fund a portion of any necessary debt service reserves for the 2023 Bonds, (4) pay capitalized interest on the 2023B Bonds and (5) pay costs of issuing the 2023B Bonds.

The 2023B Bonds, together with interest thereon, are special obligations of the City payable solely from Revenues after payment of the Current Expenses of the Airport and constitute a valid claim of the respective Owners thereof only against the funds and other money held by the Trustee for the benefit of the Owners of the 2023B Bonds, which amounts are pledged and assigned pursuant to the Order for the equal and ratable payment of the 2023B Bonds and will be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2023B Bonds, except as may be otherwise expressly authorized in the Order and the Appendix A.

“Revenues,” “Net Revenues” and “Current Expenses” are defined in the Order. Pursuant to the Order the City has, for the benefit of the Owners of the Bonds, assigned Net Revenues and certain other rights to the Trustee in trust. Reference is made to the Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the Owners of the 2023B Bonds. Copies of the Order and the Series Resolution are on file and may be inspected at the designated office of the Trustee in Charlotte, North Carolina. By the purchase and acceptance of this 2023B Bond, the Owner hereof signifies assent to all of the provisions of the aforementioned documents.

This 2023B Bond is issued and the Order and Series Resolution were made and entered into under and pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 *et seq.*, as amended.

This 2023B Bond is exchangeable on the presentation and surrender hereof at the designated corporate trust office of the Bond Registrar for the 2023B Bonds in Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Bond Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered 2023B Bond. The Bond Registrar may require the payment by any Owner requesting registration of transfer or exchange of 2023B Bonds of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Bond Registrar is not required to register the transfer of or exchange any 2023B Bonds selected, called or being called for redemption in whole or in part. The person in whose name this 2023B Bond is registered will be deemed and regarded as the absolute

owner hereof for all purposes, and payment of this 2023B Bond will be made only to or on the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this Bond to the extent of the sum or sums paid.

The 2023B Bonds maturing on or after July 1, 20\_\_ may be redeemed before their maturities, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date beginning on or after \_\_\_\_\_, at the redemption price, equal to the principal amount of 2023B Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, plus premium of \_\_\_\_\_.

The 2023B Bonds are subject to optional redemption by the City, in whole or in part on any date at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, on instructions from the City, from the Net Proceeds of insurance or Eminent Domain which are deposited in the Series 2023B Subaccount of the Revenue Bond Redemption Account.

The 2023B Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2023B Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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\* Maturity

The 2023B Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2023B Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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\* Maturity

Notice of redemption will be given by the Trustee not less than 30 days nor more than 60 days before the Redemption Date (1) to the LGC by Mail, electronic or facsimile transmission, (2)(a) to DTC or its nominee by registered or certified mail at the address provided to the Trustee by DTC or as otherwise permitted by DTC's rules and procedures or (b) if DTC or its nominee is no longer the Owner of the 2023B Bonds, by Mail to the then-registered Owners of 2023B Bonds to be redeemed at the last address shown on the registration books kept by the Bond Registrar and (3) to the Municipal

Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB.

Such notice must (1) specify the 2023B Bonds to be redeemed, the redemption date, the redemption price and the place or places where amounts due on such redemption must be payable (which must be the designated office of the Bond Registrar) and if less than all of the 2023B Bonds are to be redeemed, the numbers of the 2023B Bonds and the portions of 2023B Bonds to be redeemed, and (2) state that on the redemption date, the 2023B Bonds to be redeemed will cease to bear interest. If at the time of mailing of notice of redemption there is not on deposit with the Trustee money sufficient to redeem the 2023B Bonds called for redemption, which money is or will be available for redemption of the 2023B Bonds, such notice will state that it is conditional on the deposit of the redemption money with the Trustee not later than the opening of business on the redemption date. Any notice, once given, may be withdrawn by notice delivered in the manner set forth above, on receipt by the Trustee of written instructions from the City with respect to such withdrawal.

Failure to provide such notice to any Owner or any defect therein will not affect the validity of any proceedings for such redemption as to any other Owner to whom such notice was properly given. Failure to provide such notice to the LGC or the MSRB as provided above will not affect the validity of any proceedings for such redemption.

If money is on deposit with the Trustee to pay the Redemption Price of the 2023B Bonds called for redemption including premium, if any, thereon on a Redemption Date, 2023B Bonds or portions thereof so called for redemption as hereinabove specified will not bear interest after such Redemption Date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment. No payment of principal will be made by the Bond Registrar on any 2023B Bonds or portions thereof called for redemption until such 2023B Bonds or portions thereof have been delivered for payment or cancellation or the Bond Registrar has received the items required by the Order with respect to any mutilated, lost, stolen or destroyed 2023B Bonds.

In the case of any partial redemption of 2023B Bonds, the City will select the 2023B Bonds and the maturity or maturities of the 2023B Bonds to be redeemed and DTC will select the 2023B Bonds within the same maturity pursuant to its rules and procedures or, if the book-entry system with DTC or any other securities depository has been discontinued, the Bond Registrar will select the 2023B Bonds to be redeemed by lot in such manner as the Bond Registrar in its discretion may deem proper.

If a 2023B Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such 2023B Bond may be redeemed, but only in a principal amount such that the unredeemed portion of such 2023B Bond is equal to an Authorized Denomination. For any 2023B Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2023B Bond as representing a single 2023B Bond in the minimum Authorized Denomination

plus that number of 2023B Bonds that is obtained by dividing the remaining principal amount of such 2023B Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2023B Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal amount of such 2023B Bond, the Owner of such 2023B Bond, on surrender of such 2023B Bond to the Bond Registrar for payment of the principal amount of such 2023B Bond, will be entitled to receive new 2023B Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 2023B Bond. New 2023B Bonds representing the unredeemed balance of the principal amount of such 2023B Bonds will be issued to the Owner thereof.

If the Owner of any 2023B Bond of a denomination greater than the amount being redeemed fails to present such 2023B Bond to the Bond Registrar for payment and exchange as aforesaid, such 2023B Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

The Order permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Bonds then Outstanding under the Order. The Order also contains provisions permitting the City and the Trustee to enter into amendments to the Order without the consent of the Owners of the Bonds then Outstanding for certain purposes.

The Series Resolution permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the 2023B Bonds then Outstanding. Appendix A also contains provisions permitting the City and the Trustee to enter into amendments to Appendix A without the consent of the Owners of the 2023B Bonds then Outstanding for certain purposes.

Any consent or request by the Owner of this 2023B Bond is conclusive and binding on such Owner and on all future Owners of this 2023B Bond and of any 2023B Bond issued on the transfer of this 2023B Bond whether or not notation of such consent or request is made on this 2023B Bond.

This 2023B Bond is issued with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this 2023B Bond and the adoption of the Order and the Series Resolution have happened, existed and have been performed as so required.

This 2023B Bond is not valid or does not become obligatory for any purpose or be entitled to any benefit or security under the Order until it has been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

*IN WITNESS WHEREOF*, the City of Charlotte, North Carolina has caused this 2023B Bond to be executed with the manual or facsimile signatures of the City Manager and the City Clerk, and has caused the City's official seal or a facsimile thereof to be impressed or imprinted hereon.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Manager

[SEAL]

By: \_\_\_\_\_  
City Clerk

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



The issue hereof has been approved under the  
provisions of The State and Local Government Revenue Bond Act.

---

SHARON G. EDMUNDSON  
Secretary of the Local Government Commission

SIGNATURE PAGE  
RELATING TO

THE CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE BONDS, SERIES 2023B (AMT)

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

September \_\_, 2023

This 2023B Bond is one of the Airport Revenue Bonds, Series 2023B (AMT) designated herein issued under the provisions of the within-mentioned Order and Series Resolution.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Bond Registrar**

By: \_\_\_\_\_  
Vice President

### ASSIGNMENT

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and  
appoints

---

Attorney to register the transfer of the within Bond on the books kept for registration  
thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

**NOTICE:** Signature must be guaranteed  
by a participant of the Securities  
Transfer Agent Medallion Program  
("STAMP") or similar program.

---

**NOTICE:** The signature to this  
assignment must correspond with the  
name as it appears on the face of the  
within Bond in every particular, without  
alteration, enlargement or any change  
whatever.

**TRANSFER FEE MAY BE REQUIRED**

EXHIBIT C

FORM OF 2024A BOND

CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE REFUNDING BONDS,  
SERIES 2024A (Non-AMT)

No. RA-1

\$

INTEREST RATE  
%

DATED DATE  
\_\_\_\_\_, 2024

MATURITY DATE  
July 1, 20\_\_

CUSIP  
161036\_\_

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

DOLLARS

*The City of Charlotte, North Carolina (the "City"), a municipal corporation of the State of North Carolina (the "State"), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Principal Amount stated above on the Maturity Date set forth above (or earlier as hereinafter described), and to pay such Owner at the address as it appears on the registration books kept by U.S. Bank Trust Company, National Association, the Bond Registrar, the Trustee and the Paying Agent for the 2024A Bonds (the "Bond Registrar," the "Paying Agent" and the "Trustee"), at the close of business on the 15<sup>th</sup> day of the month preceding each hereinafter-described Interest Payment Date (each, a "Regular Record Date"), interest on such Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of authentication (unless (i) the date of authentication precedes the first Interest Payment Date in which case this 2024A Bond will bear interest from its date of issuance, or (ii) the date of authentication is an Interest Payment Date, in which case this 2024A Bond will bear interest from such date) until the principal hereof has been paid or provided for in accordance with the Order and the Series Resolution (hereinafter defined), payable July 1, 2024 and thereafter semiannually on January 1 and July 1 in each year (each an "Interest Payment Date"). Both principal and interest and any premium on the redemption before the maturity of all or part hereof are payable in lawful coin or currency of the United States of America and (except for interest which is payable by check or draft as stated above) are payable at the designated corporate trust office of the Bond Registrar in Charlotte, North Carolina.*

THE 2024A BONDS ARE SPECIAL OBLIGATIONS OF THE CITY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 2024A BONDS ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY, NOR DO THEY CONSTITUTE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE ON ANY OF ITS PROPERTY OR ON ANY OF ITS INCOME, RECEIPTS, OR REVENUES EXCEPT THE FUNDS WHICH ARE PLEDGED UNDER THE ORDER AND THE SERIES

RESOLUTION (HEREINAFTER DEFINED). NEITHER THE CREDIT NOR THE TAXING POWER OF THE STATE OR THE CITY ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2024A BONDS, AND NO OWNER OF THIS 2024A BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE STATE OR THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT.

The 2024A Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive 2024A Bonds made to the public. One definitive 2024A Bond for each maturity will be delivered to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2024A Bonds in Authorized Denominations (hereinafter defined) with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Principal of, premium, if any, and interest on this 2024A Bond will be payable to DTC or its nominee as registered owner of the 2024A Bonds by wire transfer in immediately available funds. The City, the Paying Agent, the Bond Registrar and the Trustee are not responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2024A Bonds or (b) the Trustee and the City determine to discontinue the book entry system in accordance with DTC’s rules and the City fails to identify another qualified securities depository to replace DTC, the City will deliver fully registered definitive 2024A Bonds in accordance with DTC’s rules and procedures.

The City, the Paying Agent, the Bond Registrar and the Trustee have no responsibility or obligation with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount in respect of the principal of and premium, if any, and interest on the 2024A Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Order and the Series Resolution (hereinafter defined) to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial redemption of the 2024A Bonds; or (e) any consent given or other action taken by DTC, or its nominee.

This 2024A Bond is one of an issue of Bonds designated “*Airport Revenue Refunding Bonds, Series 2024A (Non-AMT)*” (the “*2024A Bonds*”) issued under the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “*Order*”) and a series resolution adopted by the City Council on August 28, 2023 (the “*Series Resolution*”). Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings ascribed to them in the Order, the Series Resolution or the Appendix A attached to, and incorporated in, the Series Resolution. Under the Order, the City has previously issued several series of

Bonds (the “*Existing Bonds*”). The 2024A, the Existing Bonds and any additional Bonds which may be issued under the Order are parity obligations under the Order. The 2024A Bonds are being issued to (1) refund the City’s Airport Refunding Revenue Bonds, Series 2014A maturity on and after [July 1, 2025] and (2) pay costs of issuing the 2024A Bonds.

The 2024A Bonds, together with interest thereon, are special obligations of the City payable solely from Revenues after payment of the Current Expenses of the Airport and constitute a valid claim of the respective Owners thereof only against the funds and other money held by the Trustee for the benefit of the Owners of the 2024A Bonds, which amounts are pledged and assigned pursuant to the Order for the equal and ratable payment of the 2024A Bonds and will be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2024A Bonds, except as may be otherwise expressly authorized in the Order and the Appendix A.

“*Revenues*,” “*Net Revenues*” and “*Current Expenses*” are defined in the Order. Pursuant to the Order the City has, for the benefit of the Owners of the Bonds, assigned Net Revenues and certain other rights to the Trustee in trust. Reference is made to the Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the Owners of the 2024A Bonds. Copies of the Order and the Series Resolution are on file and may be inspected at the designated office of the Trustee in Charlotte, North Carolina. By the purchase and acceptance of this 2024A Bond, the Owner hereof signifies assent to all of the provisions of the aforementioned documents.

This 2024A Bond is issued and the Order and Series Resolution were made and entered into under and pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 *et seq.*, as amended.

This 2024A Bond is exchangeable on the presentation and surrender hereof at the designated corporate trust office of the Bond Registrar for the 2024A Bonds in Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Bond Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered 2024A Bond. The Bond Registrar may require the payment by any Owner requesting registration of transfer or exchange of 2024A Bonds of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Bond Registrar is not required to register the transfer of or exchange any 2024A Bonds selected, called or being called for redemption in whole or in part. The person in whose name this 2024A Bond is registered will be deemed and regarded as the absolute owner hereof for all purposes, and payment of this 2024A Bond will be made only to or on the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this 2024A Bond to the extent of the sum or sums paid.

The 2024A Bonds maturing on or after July 1, 20\_\_ may be redeemed before their maturities, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date beginning on or after \_\_\_\_\_, at the redemption price, equal to the principal amount of 2024A Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, plus premium of \_\_\_\_\_.

The 2024A Bonds are subject to optional redemption by the City, in whole or in part on any date at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, on instructions from the City, from the Net Proceeds of insurance or Eminent Domain which are deposited in the Series 2024A Subaccount of the Revenue Bond Redemption Account.

The 2024A Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2024A Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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\* Maturity

The 2024A Bonds maturing on July 1, 20\_\_ are subject to mandatory sinking fund redemption in part without premium on each July 1 in the following amount of the Sinking Fund Requirement per year at a redemption price equal to the amount of 2024A Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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\* Maturity

Notice of redemption will be given by the Trustee not less than 30 days nor more than 60 days before the Redemption Date (1) to the LGC by Mail, electronic or facsimile transmission, (2)(a) to DTC or its nominee by registered or certified mail at the address provided to the Trustee by DTC or as otherwise permitted by DTC's rules and procedures or (b) if DTC or its nominee is no longer the Owner of the 2024A Bonds, by Mail to the then-registered Owners of 2024A Bonds to be redeemed at the last address shown on the registration books kept by the Bond Registrar and (3) to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB.

Such notice must (1) specify the 2024A Bonds to be redeemed, the redemption date, the redemption price and the place or places where amounts due on such

redemption must be payable (which must be the designated office of the Bond Registrar) and if less than all of the 2024A Bonds are to be redeemed, the numbers of the 2024A Bonds and the portions of 2024A Bonds to be redeemed, and (2) state that on the redemption date, the 2024A Bonds to be redeemed will cease to bear interest. If at the time of mailing of notice of redemption there is not on deposit with the Trustee money sufficient to redeem the 2024A Bonds called for redemption, which money is or will be available for redemption of the 2024A Bonds, such notice will state that it is conditional on the deposit of the redemption money with the Trustee not later than the opening of business on the redemption date. Any notice, once given, may be withdrawn by notice delivered in the manner set forth above, on receipt by the Trustee of written instructions from the City with respect to such withdrawal.

Failure to provide such notice to any Owner or any defect therein will not affect the validity of any proceedings for such redemption as to any other Owner to whom such notice was properly given. Failure to provide such notice to the LGC or the MSRB as provided above will not affect the validity of any proceedings for such redemption.

If money is on deposit with the Trustee to pay the redemption price of such 2024A Bonds called for redemption including premium, if any, thereon on a redemption date, such 2024A Bonds or portions thereof so called for redemption as hereinabove specified will not bear interest after such redemption date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment. No payment of principal will be made by the Trustee on any 2024A Bonds or portions thereof called for redemption until such 2024A Bonds or portions thereof have been delivered for payment or cancellation or the Bond Registrar has received the items required by Section 210 of the Order with respect to any mutilated, lost, stolen or destroyed 2024A Bonds.

In the case of any partial redemption of 2024A Bonds, the City will select the 2024A Bonds and the maturity or maturities of the 2024A Bonds to be redeemed and DTC will select the 2024A Bonds within the same maturity pursuant to its rules and procedures or, if the book-entry system with DTC or any other securities depository has been discontinued, the Bond Registrar will select the 2024A Bonds to be redeemed by lot in such manner as the Bond Registrar in its discretion may deem proper.

If a 2024A Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such 2024A Bond may be redeemed, but only in a principal amount such that the unredeemed portion of such 2024A Bond is equal to an Authorized Denomination. For any 2024A Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2024A Bond as representing a single 2024A Bond in the minimum Authorized Denomination plus that number of 2024A Bonds that is obtained by dividing the remaining principal amount of such 2024A Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2024A Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal



amount of such 2024A Bond, the Owner of such 2024A Bond, on surrender of such 2024A Bond to the Bond Registrar for payment of the principal amount of such 2024A Bond, will be entitled to receive new 2024A Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 2024A Bond. New 2024A Bonds representing the unredeemed balance of the principal amount of such 2024A Bonds will be issued to the Owner thereof.

If the Owner of any 2024A Bond of a denomination greater than the amount being redeemed fails to present such 2024A Bond to the Bond Registrar for payment and exchange as aforesaid, such 2024A Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

The Order permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Bonds then Outstanding under the Order. The Order also contains provisions permitting the City and the Trustee to enter into amendments to the Order without the consent of the Owners of the Bonds then Outstanding for certain purposes.

The Series Resolution permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the 2024A Bonds then Outstanding. Appendix A also contains provisions permitting the City and the Trustee to enter into amendments to Appendix A without the consent of the Owners of the 2024A Bonds then Outstanding for certain purposes.

Any consent or request by the Owner of this 2024A Bond is conclusive and binding on such Owner and on all future Owners of this 2024A Bond and of any 2024A Bond issued on the transfer of this 2024A Bond whether or not notation of such consent or request is made on this 2024A Bond.

This 2024A Bond is issued with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this 2024A Bond and the adoption of the Order and the Series Resolution have happened, existed and have been performed as so required.

This 2024A Bond is not valid or does not become obligatory for any purpose or be entitled to any benefit or security under the Order until it has been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

*IN WITNESS WHEREOF*, the City of Charlotte, North Carolina has caused this 2024A Bond to be executed with the manual or facsimile signatures of the City Manager and the City Clerk, and has caused the City's official seal or a facsimile thereof to be impressed or imprinted hereon.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Manager

[SEAL]

By: \_\_\_\_\_  
City Clerk

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

The issue hereof has been approved under the  
provisions of The State and Local Government Revenue Bond Act.

---

SHARON G. EDMUNDSON  
Secretary of the Local Government Commission

SIGNATURE PAGE  
RELATING TO

THE CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE REFUNDING BONDS, SERIES 2024A (Non-AMT)

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

September \_\_, 2023

This 2024A Bond is one of the Airport Revenue Refunding Bonds, Series 2024A (Non-AMT) designated herein issued under the provisions of the within-mentioned Order and Series Resolution.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Bond Registrar**

By: \_\_\_\_\_  
Vice President

### ASSIGNMENT

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and  
appoints

---

Attorney to register the transfer of the within Bond on the books kept for registration  
thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

**NOTICE:** Signature must be guaranteed  
by a participant of the Securities  
Transfer Agent Medallion Program  
("STAMP") or similar program.

---

**NOTICE:** The signature to this  
assignment must correspond with the  
name as it appears on the face of the  
within Bond in every particular, without  
alteration, enlargement or any change  
whatever.

**TRANSFER FEE MAY BE REQUIRED**

**EXHIBIT D**  
**FORM OF REQUISITION**

U.S. Bank Trust Company, National Association  
214 North Tryon Street, 27th Floor  
Charlotte, North Carolina 28202  
Attention: Corporate Trust Services

Re: Disbursement from the [Series 2023A] [Series 2023B] Subaccount of the Series 2023 Additional Facilities Account of the Construction Fund relating the City of Charlotte, North Carolina Airport Revenue Bonds, Series [2023A] [2023B] (the "Series [2023A] [2023B] Bonds")

Dear \_\_\_\_\_ :

Pursuant to Section 4.11 of Appendix A to the Series Resolution adopted on August 28, 2023 by the City Council of Charlotte, North Carolina (the "City") relating to the Series [2023A] [2023B] Bonds, the City hereby requests you to disburse from the Series [2023A] [2023B] Subaccount of the Series 2023 Additional Facilities Account as follows:

1. The amount to be disbursed is \$\_\_\_\_\_.
2. The name and address of the person, firm or corporation to whom the disbursement should be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The purpose of the disbursement is to \_\_\_\_\_.
4. The disbursement herein requested is for work actually performed, for service actually rendered or for materials, supplies or equipment actually delivered, installed or fabricated.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Representative

## FORM OF REQUISITION

U.S. Bank Trust Company, National Association  
214 North Tryon Street, 27th Floor  
Charlotte, North Carolina 28202  
Attention: Corporate Trust Services

Re: Disbursement from the Series 2024A Cost of Issuance Account of the Construction Fund relating the City of Charlotte, North Carolina Airport Revenue Refunding Bonds, Series 2024A (the "Series 2024A Bonds")

Dear \_\_\_\_\_ :

Pursuant to Section 4.12 of Appendix A to the Series Resolution adopted on August 28, 2023 by the City Council of Charlotte, North Carolina (the "City") relating to the Series 2024A Bonds, the City hereby requests you to disburse from the Series 2024A Cost of Issuance Account as follows:

1. The amount to be disbursed is \$\_\_\_\_\_.
2. The name and address of the person, firm or corporation to whom the disbursement should be made is as follows:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The purpose of the disbursement is to \_\_\_\_\_.
4. The disbursement herein requested is for work actually performed, for service actually rendered.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Representative

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AIRPORT REVENUE BOND  
ANTICIPATION NOTE OF THE CITY OF CHARLOTTE AND VARIOUS AGREEMENTS  
AND ACTIONS IN CONNECTION WITH SUCH TRANSACTIONS**

**WHEREAS**, the City of Charlotte, North Carolina, a municipal corporation in the State of North Carolina (the “*City*”), owns and operates within the City a public airport known as the Charlotte Douglas International Airport (together with such additions thereto as may be made from time to time, the “*Airport*”);

**WHEREAS**, the City is empowered, under the constitution and laws of the State of North Carolina (the “*State*”), particularly The State and Local Government Revenue Bond Act (Article 5 of Chapter 159 of the General Statutes of North Carolina), as the same may be amended from time to time (the “*Act*”), to issue its revenue bonds and notes for the purpose of financing airport facilities and refunding prior bonds issued for such purposes;

**WHEREAS**, the City Council of the City (the “*City Council*”) on April 24, 2017 adopted a bond order authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “*Order*”);

**WHEREAS**, the City Council has determined and hereby further determines that it is in the City’s best interest to finance and refinance the costs of Airport facilities and improvements in accordance with the Airport’s capital improvement plan (the “*Projects*”);

**WHEREAS**, the City has proceeded with financing some of the Projects on an interim basis from the proceeds of bond anticipation notes, including the City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2022 (the “*2022 BAN*”);

**WHEREAS**, the City has determined to issue another airport revenue bond anticipation note to be known as “*City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2023*” (the “*Note*”) in an aggregate principal amount not to exceed \$280,000,000 in order to (1) refinance the 2022 BAN, (2) further finance a portion of the Projects, (3) pay capitalized interest on the Note and (4) pay the costs of issuing the Note;

**WHEREAS**, Bank of America, N.A. (the “*Purchaser*”) has agreed to purchase the Note under the terms of the Order, this Resolution and a Note Purchase and Advance Agreement among the City, the Local Government Commission of North Carolina (the “*LGC*”) and the Purchaser (the “*Note Purchase Agreement*”);

**WHEREAS**, a copy of the form of the Note Purchase Agreement has been filed with the City Clerk and is available to the City Council; and



**WHEREAS**, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder (collectively, the “Code”), the City Council held a public hearing on August 28, 2023, after notice being duly given (the “*Public Hearing Notice*”), regarding the issuance of the Note in connection with the financing and refinancing the Projects, and now desires to approve the issuance of the Note and the financing and refinancing of the Projects with the proceeds thereof in accordance with the Code.

**WHEREAS**, the City has applied to LGC for approval of the Note as required by the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlotte, North Carolina that the City Council has determined to adopt, in accordance with Section 208 of the Order, this Resolution authorizing the issuance of the Note under the Order, as follows:

**Section 1.** For purposes of this Resolution, all capitalized, undefined words have the meanings ascribed to them in Appendix A attached hereto (the “*Appendix*”). The Appendix is incorporated into this Resolution by reference. This Resolution is a Series Resolution under the Order.

**Section 2.** The Note is to be issued by the City for the purpose of providing funds, together with other available funds of the City, to (1) refinance the 2022 BAN, (2) further finance a portion of the Projects, (3) pay capitalized interest on the Note and (4) pay the costs of issuing the Note, as set out in the documents attached to the City’s application to the LGC and as described in the Appendix.

**Section 3.** The City will issue not to exceed \$280,000,000 in total aggregate principal amount of its Note.

**Section 4.** The City Council has requested that the Note be sold by the LGC at private sale without advertisement to the Purchaser at such price as the LGC determines to be in the best interest of the City and as set forth in the City’s application. The award of the Note by the LGC to the Purchaser is approved and the Authorized Officers (as defined below) are directed to authenticate and deliver the Note to and upon the order of the Purchaser on payment of the purchase price therefor as further described in Appendix A. The Note will bear interest at a variable rate as set forth in the Appendix and the Note Purchase Agreement.

**Section 5.** The Note is to be dated as of its date of issuance and the principal of and interest on the Note will be payable as set forth in the Appendix.

**Section 6.** The City covenants to take such action as may be required in the opinion of Bond Counsel to cause the Note and all actions of the City with respect to the proceeds thereof to comply with the Code. The Chief Financial Officer, or her designee, is hereby authorized to execute a tax certificate in order to comply with Section 148 of the Code.

**Section 7.** The form and content of the Note Purchase Agreement are in all respects authorized, approved and confirmed. The Mayor, the City Manager and the Chief Financial Officer, including anyone serving as such in an interim capacity, and their respective designees, individually or collectively (the “*Authorized Signatories*”), are hereby authorized, empowered and directed to execute and deliver the Note Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council’s approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Note Purchase Agreement, the Mayor, the City Manager, the Chief Financial Officer, Treasurer, Debt Manager, the Aviation Director and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees, individually or collectively (the “*Authorized Officers*”) are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Note Purchase Agreement as executed, including any on-going administration. Such execution by the Authorized Officers constitutes conclusive evidence of the City Council’s approval thereof.

**Section 8.** No stipulation, obligation or agreement herein contained or contained in the Note, this Resolution, the Note Purchase Agreement or any other instrument related to the issuance of the Note is deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee is personally liable on the Note or subject to personal liability or accountability by reason of the issuance thereof.

**Section 9.** The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by (1) this Resolution and (2) the other documents presented to this meeting and to execute and administer such transactions; except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Resolution, (b) any agreement to which the City is bound or (c) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 10.** Pursuant to and in satisfaction of the requirements of Section 147(f) of the Code, the City Council hereby approves (a) the issuance of the Note in an aggregate principal amount not to exceed the amount listed in the Public Hearing Notice and (b) the financing and refinancing of the Projects.

**Section 11.** From the adoption of this Resolution until the date of the issuance of the Note hereunder, the Authorized Signatories are hereby authorized, empowered

and directed to make any changes, modifications, additions or deletions to the Appendix as to them seem necessary, desirable or appropriate to implement the intent of this Resolution. Such changes, modifications, additions or deletions to the Appendix shall be set forth in a certificate executed by an Authorized Signatory on the date of issuance of the Note hereunder. Such execution by an Authorized Signatory constitutes conclusive evidence of the City Council's approval thereof.

**Section 12.** All acts and doings of the City and its officials authorized by this Resolution that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Note and the execution, delivery and performance of the Note Purchase Agreement are in all respects ratified, approved and confirmed.

**Section 13.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Note authorized hereunder.

**Section 14.** This Resolution is adopted with the intent that the laws of the State of North Carolina govern its construction.

**Section 15.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 16.** This Resolution is effective on its adoption.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 199-234.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



  
\_\_\_\_\_  
Billie Tynes, Deputy City Clerk

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APPENDIX A

TO

RESOLUTION PROVIDING  
FOR THE ISSUANCE OF:

**CITY OF CHARLOTTE, NORTH CAROLINA**

**AIRPORT REVENUE BOND ANTICIPATION NOTE, SERIES 2023**

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EXHIBIT A    FORM OF NOTE

## ARTICLE I.

### DEFINITIONS

#### Section 1.01. *Meaning of Words and Terms.*

(a) *Definitions.* All words and phrases defined in Article I of the Order are incorporated herein by reference. In addition, the following terms, except where the context indicates otherwise, have the respective meanings set forth below:

“*Advance*” means all advances of the purchase price of the Note made by the Purchaser under the Note Purchase Agreement on or before the Advance Termination Date.

“*Advance Termination Date*” has the meaning assigned to such term in Section 4.05.

“*Amortization Period*” has the meaning assigned in the Note Purchase Agreement.

“*Appendix A*” means this Appendix A which is attached to, and incorporated in, the Series Resolution.

“*Applicable Spread*” has the meaning set forth in the Note Purchase Agreement.

“*Authorized Denomination*” means \$250,000 and multiples of \$1 in excess thereof; provided, however, as long as the Note is owned by the Purchaser, Authorized Denominations will be the aggregate outstanding amount of the Advance.

“*Bond Counsel*” means an attorney or firm of attorneys of recognized national standing in the field of law relating to municipal bonds, selected by the City.

“*Bond Registrar*” means U.S. Bank Trust Company, National Association, or any successor or successors thereto appointed pursuant to the Order, the Series Resolution or this Appendix A.

“*Business Day*” means, with respect to the Note, any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Charlotte, North Carolina.

“*Code*” means the Internal Revenue Code of 1986, as from time to time amended.

“*Daily SOFR*” means the rate per annum equal to SOFR determined for any day pursuant to the definition thereof and any change in Daily SOFR shall be effective from and including the date of such change without further notice. If the Daily SOFR rate shall be less than zero, such rate shall be deemed to be zero for purposes of the determining the interest rate on the Note.

*“Default Event”* has the meaning set forth in the Note Purchase Agreement.

*“Default Rate”* means the Term Loan Rate plus three percent (3%) per annum.

*“Determination of Taxability”* means, with respect to the Note, a determination that all or a portion of the interest on the Note is included in gross income of the Owner thereof for federal income tax purposes, as a result of an action, or failure to act, by the City, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (1) the date on which such Owner is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a result of an action, or failure to act, by the City, all or a portion of the interest on the Note is included in the gross income of the Owner for federal income tax purposes; (2) the date on which the City receives notice from such Owner that the Owner has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Owner which asserts, in effect, that all or a portion of the interest with respect to the Note received by the Owner is included in the gross income of the Owner for federal income tax purposes, as a result of an action, or failure to act, by the City; (3) the date on which the City is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that all or a portion of the interest on the Note is included in the gross income of the Owner thereof for federal income tax purposes as a result of an action, or failure to act, by the City; or (4) the date on which the City is advised in writing by counsel to the Owner of the Note that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the City has been given written notice and an opportunity, at the expense of the City, to participate and defend that interest on the Note is included in the gross income of such Owner for federal income tax purposes, as a result of an action, or failure to act, by the City.

*“Federal Funds Rate”* means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America, N.A. on such day on such transactions as determined by Bank of America, N.A.

*“Finance Director”* has the meaning set forth in the Bond Order which, as of the date of the Series Resolution is the Chief Financial Officer of the City.

*“Full Funding Date”* means September 28, 2026, unless extended in writing by the Owner of the Note.



*“Initial Term Interest Rate”* means on each applicable determination date, the sum of: (a) 79% multiplied by Daily SOFR as of such date plus (b) the Applicable Spread (which is initially 0.39% basis points (39 bps), as may be adjusted in accordance with the Note Purchase Agreement), rounded up to the fifth place past the decimal.

*“Initial Term Period”* means the period commencing on the Closing Date and ending on, but not including, the Full Funding Date.

*“Interest Payment Date”* means (a) prior to the Full Funding Date, the first Business Day of each month beginning November 1, 2023, (b) during the Amortization Period, each date on which the Amortization Amount (as defined in the Note Purchase Agreement) is payable under the Note Purchase Agreement and (c) any other date that interest is required to be paid on the Note under the Note Purchase Agreement.

*“Interest Rate”* means, with respect to the Note, (a) during the Initial Term Period, a per annum rate of interest equal to the Initial Term Interest Rate, and (b) during the Term Loan Period, the Term Loan Rate; provided, however, that (1) upon a Determination of Taxability, the Note will bear interest during the Taxable Period at a rate equal to the Taxable Rate, (2) upon the occurrence and during the continuation of an Default Event (as defined in the Purchase Agreement), the Interest Rate shall be a per annum rate of interest equal to the Default Rate and (3) in no event shall the Interest Rate exceed the Maximum Interest Rate.

*“Mail”* means first-class United States mail, postage prepaid.

*“Maximum Interest Rate”* means the lesser of (a) 20% per annum and (b) the maximum rate of interest permitted by applicable law.

*“Note”* means the up to \$280,000,000 City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2023 issued pursuant to the Order, the Series Resolution and this Appendix A.

*“Note Purchase Agreement”* means the Note Purchase and Advance Agreement among the City, the Purchaser and the Local Government Commission related to the Note.

*“Order”* means the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the *“Order”*).

*“Owner”* means, with respect to the Note, the registered owner of the Note.

*“Paying Agent”* means the Bond Registrar or any successor or successors thereto appointed pursuant to the Order or this Appendix A.

*“Prepayment Date”* means the date on which the Note or any portion thereof has been called for prepayment or is to be prepaid pursuant to this Appendix A.

*“Prime Rate”* means on any day, the rate of interest in effect for such day as publicly announced from time to time by the Purchaser as its “prime rate.” The “prime rate” is a rate set by the Purchaser based on various factors including the Purchaser’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Purchaser shall take effect at the opening of business on the day specified in the public announcement of such change.

*“Principal Amount”* means the sum of all Advances less any prepayment of the Note. Advances and prepayments shall be recorded (which records may be electronic) on the Table of Advances and Table of Partial Prepayment attached to the Note, however failure to record an Advance or prepayment shall not affect the Principal Amount outstanding under the Note.

*“Projects”* has the meaning set forth in the Series Resolution.

*“Purchaser”* means Bank of America, N.A., as the initial Owner of the Note, and its successors and assigns.

*“Record Date”* means the day next preceding each Interest Payment Date, whether or not a Business Day.

*“Series Resolution”* means the Series Resolution adopted by the City Council on August 28, 2023 relating to the Note, the appendices attached thereto, and any amendments or supplements thereto.

*“Series 2023 Note Additional Facilities Account”* means the account created and so designated by Section 4.01.

*“Series 2023 Note Subaccount of the Revenue Bond Interest Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023 Note Subaccount of the Revenue Bond Principal Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023 Note Subaccount of the Revenue Bond Redemption Account”* means the subaccount created and so designated by Section 4.01.

*“Series 2023 Note Subaccount of the Revenue Bond Sinking Fund Account”* means the subaccount created and so designated by Section 4.01.

*“SOFR”* means, with respect to any applicable determination date, the Secured Overnight Financing Rate published on the fifth U.S. Government Securities Business Day preceding such date by the SOFR Administrator on the Federal Reserve Bank of

New York's website (or any successor source); provided, however, that if such determination date is not a U.S. Government Securities Business Day, then "*SOFR*" shall mean such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto.

"*SOFR Administrator*" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.

"*Stated Principal Amount*" means \$280,000,000.

"*Taxable Date*" means the date on which interest on the Note is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.

"*Taxable Period*" means the period beginning on the date interest on the Note first becomes subject to inclusion in gross income as a result of a Determination of Taxability, and ends on the date (if any) such interest is no longer included in gross income.

"*Taxable Rate*" means an interest rate per annum equal to the product of the interest rate on the Note then in effect multiplied by the Taxable Rate Factor.

"*Taxable Rate Factor*" means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the maximum federal corporate tax rate in effect as of such day, rounded upward to the second decimal place.

"*Term Loan Period*" means the period, if any, commencing on September 28, 2026 and ending on the earlier of the maturity date of the Note or the date the Note has been prepaid in whole prior to maturity.

"*Term Loan Rate*" means the greater of (i) the Prime Rate plus 1.00%, (ii) the Federal Funds Rate plus 2.00% and (iii) 7.0%; provided that the Term Loan Rate shall not exceed the Maximum Interest Rate.

"*U.S. Government Securities Business Day*" means any Business Day, except for any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"*2022 BAN*" means the City's Airport Revenue Bond Anticipation Note, Series 2022.

(b) *Construction.* This Appendix A, except where the context by clear implication herein otherwise requires, is subject to and to be construed in the same manner as provided by Section 102 of the Order.

Section 1.02. **Parties Interested Herein.** Except as otherwise expressly provided in this Appendix A, nothing herein expressed or implied is intended or to be construed to confer on or to give to any Person, other than the City, the City Council, the Paying Agent, the Bond Registrar, the Trustee, the Purchaser and the owners from time to time of the Note, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City are for the sole and exclusive benefit of the City, the City Council, the Paying Agent, the Bond Registrar, the Trustee, the Purchaser and the owners of the Note, except as herein otherwise provided.

Section 1.03. **Ratification.** All action heretofore taken (not inconsistent with the provisions of this Appendix A) by the City directed toward the purposes described in Section 2 of the Series Resolution, the sale and delivery of the Note for those purposes and the acceptance and execution of the Note Purchase Agreement is hereby ratified, approved and confirmed.

[End of Article I]

## ARTICLE II.

### AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF NOTE

Section 2.01. **Authorization of Financing and Authorization of the Note.** The financing and refinancing of the Projects and the other uses of proceeds set forth in the Series Resolution are hereby authorized, approved and confirmed. The Note is hereby authorized, approved and confirmed and will be issued, under and pursuant to the constitution and the laws of the State, including the Act, the Order, the Series Resolution and this Appendix A in the amount and subject to the conditions herein provided for the purposes described in Section 2 of the Series Resolution. No Note may be issued under the provisions of this Appendix A and the Order except in accordance with this Article. The total principal amount of the Note that may be issued is hereby expressly limited to the Stated Principal Amount, except as provided in Sections 204 and 210 of the Order.

Section 2.02. **Issuance of the Note.** The Note will be designated "*City of Charlotte, North Carolina Airport Revenue Bond Anticipation Note, Series 2023.*" The Note will be issuable as fully registered note in any Authorized Denomination. The Note will be numbered R-1. The Note will be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A.

Section 2.03. **Delivery of the Note.** The Note will be deposited with the Bond Registrar for authentication, but before the Note may be authenticated and delivered by the Bond Registrar to the State Treasurer for redelivery to the Purchaser, there must be filed with the Trustee the following:

- (a) a copy, certified by the City Clerk, of the Order;

(b) a copy, certified by the City Clerk, of the Series Resolution adopted by the City Council for the Note;

(c) a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the resolution of the Local Government Commission approving the issuance of and awarding the Note;

(d) evidence of compliance with the provisions of Section 716 of the Bond Order; and

(e) such other documents as are required to be delivered to the Trustee under the Note Purchase Agreement in connection with the issuance of the Note.

When the documents mentioned in this Section have been filed with the Trustee and when the Note has been executed and authenticated as required by the Order and Series Resolution, the Trustee shall deliver the Note to the State Treasurer for redelivery to or on the order of the Purchaser, but only on payment to the Trustee of the Initial Advance under the Note, all as further set forth in the Note Purchase Agreement. The Trustee is entitled to rely on the resolutions and certificates mentioned in this Section as to all matters stated therein.

#### Section 2.04. ***Details of the Note; Payment.***

(a) The Note will mature, subject to prepayment as set forth herein, on September 28, 2029 and will bear interest at the Interest Rate. Interest payable on the Note shall be determined based on the Principal Amount of the Note. Interest payable on the Note shall be calculated on the basis of the actual number of days elapsed in a 360 day year as the case may be. The amount of interest payable on each Interest Payment Date shall be calculated by the Purchaser in accordance with the Note Purchase Agreement and confirmed by the Trustee. Interest on the Note will be payable in arrears.

For purposes of clarity, while interest is calculated based on SOFR, interest on the Note will be calculated using simple interest such that the additional amount of interest owed each day is calculated by applying the daily rate of interest to the outstanding principal amount of the Note and the payment due on each Interest Payment Date is the sum of those amounts.

In the event a Taxable Date occurs, the City hereby agrees to pay to the Owner, as and when interest is otherwise due and payable (A) an amount equal to the difference between (1) the amount of interest paid to the Owner on the Note during the period in which interest on the Note is includable in the gross income of the Owner beginning on the Taxable Date and (2) the amount of interest that would have been paid to the Owner during such Taxable Period had the Note borne the Taxable Rate, and (B) an amount equal to any interest,

penalties or charges owed by the Owner as a result of interest on the Note becoming includable in the gross income of the Owner, together with any and all reasonable attorneys' fees, court costs, or other out of pocket costs incurred by the Owner in connection therewith. The City will also pay such other amounts required by the Note Purchase Agreement.

The Note will bear interest during the Term Loan Period at the Term Loan Rate.

Notwithstanding the foregoing provisions of this section, on the occurrence and continuation of a Default Event under the Note Purchase Agreement with respect to the Note, from and after the effective date of such Default Event, the interest rate on the Note will be established at all times equal to the Default Rate, such rate not to exceed the Maximum Interest Rate.

(b) Both the principal of and the interest on the Note are payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The Note shall bear interest from its date until its principal sum has been paid, but if such Note has matured or has been called for prepayment and the Prepayment Date has occurred and funds are available for the payment thereof in full in accordance with the terms of the Order, such Note shall then cease to bear interest as of the maturity date or Prepayment Date, as applicable. The Note will be dated as of its date of issuance, except that a Note issued in exchange for or on the registration of transfer of the Note will be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless (1) the date of such authentication precedes the first Interest Payment Date, in which case it will be dated as of the date of the initial issuance of the Note or (2) the date of such authentication is an Interest Payment Date to which interest on the Note has been paid in full or duly provided for in accordance with the terms of this Appendix A, in which case it will be dated as of such Interest Payment Date; except that if, as shown by the records of the Bond Registrar, interest on the Note is in default, the Note executed and delivered in exchange for or on registration of transfer of the Note will be dated as of the date to which interest on the Note has been paid in full. If no interest has been paid on the Note, the Note executed and delivered in exchange for or on the registration of transfer of the Note will be dated as of the initial issuance of the Note.

(c) The Note is payable at the designated corporate trust office of the Bond Registrar without the need for presentation and surrender of the Note; provided, however the Owner will surrender the Note to the Bond Registrar as soon as practical after maturity or prepayment in whole. Interest on the Note will be paid by the Bond Registrar by check or draft mailed on the Interest Payment Date to the Owner as its name and address appear on the registration books kept by the Bond Registrar at the close of business on the Record Date. At the written request of the Owner, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Bond Registrar by

the Record Date. CUSIP number identification, if such is assigned to the Note, with appropriate dollar amounts for the CUSIP number shall accompany all payments of principal of, premium, if any, and interest on the Note, whether by check or by wire transfer. Notwithstanding the foregoing, so long as the Owner of the Note is the Purchaser, all amounts due under the Note will be paid and will be payable in accordance with the Note Purchase Agreement.

(d) U.S. Bank Trust Company, National Association, Charlotte, North Carolina, is hereby appointed as Bond Registrar and Paying Agent with respect to the Note.

Section 2.05. **Arbitrage and Tax Covenants.** The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the Note and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Note from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Note or other funds under their control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Note to be "*arbitrage bonds*" for purposes of Section 148 of the Code.

Section 2.06. **Restriction on Transfer of the Note.** This Note may only be in an Authorized Denomination and may not be transferred other than to (a) an affiliate of the Purchaser, (b) a trust or custodial arrangement established by the purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, or (c) to a person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this section, of \$5,000,000,000 or more that has executed and delivered to the City an investor letter in the form of Exhibit A to the Note Purchase Agreement. In no event shall the Note be transferred to any person or entity who holds the Note for the benefit of a person or entity that is not a qualified institutional buyer or as part of a pool of assets in which persons that are not qualified institutional buyers may invest, such as a mutual fund or retirement plan.

The Bond Registrar will have no obligation to pay any amounts due on the Note to anyone other than the Owner of the Note as shown on the registration books kept by the Bond Registrar.

[End of Article II]

## ARTICLE III.

### PREPAYMENT OF THE NOTE

Section 3.01. ***Privilege of Prepayment and Prepayment Price.*** The Note is prepayable, on notice as provided below, at the times, at the prepayment prices and on the terms contained in this Article III and in Article III of the Order.

Section 3.02. ***Optional Prepayment of the Note.*** The City may prepay the Note, either in whole or in part, on any Business Day at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date.

Section 3.03. ***Mandatory Prepayment of the Note.*** The City shall prepay the Note in whole on the Full Funding Date at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date. If the Note is eligible for the Amortization Period under Section 3(c) of the Note Purchase Agreement, however, then the City will not be required to prepay the Note on the Full Funding Date and the Note will continue to be Outstanding and will be prepaid during the Amortization Period as set forth in Section 3(c) of the Note Purchase Agreement. If the City provides to the Purchaser, the Trustee and the Bond Registrar written notice by noon on the Full Funding Date of its intent to repay the Note pursuant to the terms of Section 3(c) of the Note Purchase Agreement, accompanied by a certificate signed by the Finance Officer to the effect that the City is, as of the Full Funding Date, in compliance with all conditions set forth in Section 3(c) of the Note Purchase Agreement, then the Note shall be deemed eligible for the Amortization Period under Section 3(c) of the Note Purchase Agreement.

Section 3.04. ***Notice of Prepayment.*** The City will provide written notice to the Trustee and the Bond Registrar of the optional prepayment of the Note not less than 35 days (or such lesser number of days as the Trustee may accept), and notice of such prepayment under Section 3.02 will be given by the Trustee not less than 30 days (or such lesser period of time as may be agreed to by the Owner of the Note) before the Prepayment Date (1) to the Local Government Commission by Mail or electronic transmission, and (2) by Mail or by such other means as may be permitted by the Owner to the then-registered Owner of the Note at the last address shown on the registration books kept by the Bond Registrar. During the Amortization Period, notice of prepayment will be given in accordance with Section 3(c) of the Note Purchase Agreement.

Such notice must (1) specify the Prepayment Date, the prepayment price and the place or places where amounts due on such prepayment must be payable and if less than all of the Note is to be prepaid, the portion of the Note to be prepaid, and (2) state that on the Prepayment Date, the Note or portion thereof to be prepaid will cease to bear interest. The notice of prepayment may state that it is conditional on the deposit of the prepayment money with the Trustee not later than the Prepayment Date, and such notice will be of no effect unless such money is so deposited.



If the Owner provides the City and the Trustee and Bond Registrar with a pay-off letter for the proposed Prepayment Date, then no prepayment notice is required under this section.

Failure to provide such notice to the Local Government Commission will not affect the validity of any proceedings for such prepayment.

If money is on deposit with the Trustee to pay the prepayment price of the Note, or portion thereof, called for prepayment on a Prepayment Date, the Note or portion thereof so called for prepayment as hereinabove specified will not bear interest after such Prepayment Date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment.

Section 3.05. ***Payment of Prepayment Price.*** The City will cause to be deposited in the Series 2023 Note Subaccount of the Revenue Bond Redemption Account, solely out of Net Revenues, an amount sufficient to pay the principal of and interest on the Note, or portion thereof, to be prepaid on the Prepayment Date, and the Note, or portion thereof, will be deemed to be paid within the meaning of Section 305 of the Order.

Section 3.06. ***Record of Prepayment.*** The Bond Registrar will record any prepayments of the Note on the Table of Partial Prepayment attached to the Note (or otherwise kept on the Trustee's and the Bond Registrar's official books and records, which may be electronic records).

Section 3.07. ***No Partial Prepayment After Default.*** Anything in this Appendix A to the contrary notwithstanding, if an Event of Default occurs and is continuing hereunder there will be no prepayment of less than all of the Note Outstanding

[End of Article III]

## ARTICLE IV.

### ADVANCES, ACCOUNTS AND FUNDS

Section 4.01. ***Establishment of Accounts.*** The following subaccounts are hereby established with, and shall be held by, the Trustee under the Order:

- (a) Series 2023 Note Additional Facilities Account of the Construction Fund;
- (b) Series 2023 Note Subaccount of the Revenue Bond Interest Account;.
- (c) Series 2023 Note Subaccount of the Revenue Bond Principal Account;

(d) Series 2023 Note Subaccount of the Revenue Bond Redemption Account; and

(e) Series 2023 Note Subaccount of the Revenue Bond Sinking Fund Account.

The Note will not be secured by any subaccount of the Revenue Bond Reserve Account.

Section 4.02. **Revenues Received by the City.** On or before the 25<sup>th</sup> day of each month after the Note is issued (or such other date set forth below), the City shall, subject to the provisions of the Order, deposit or cause to be deposited from Net Revenues with the Trustee the following amounts and the Trustee shall apply such amounts to the various accounts and subaccounts specified herein:

(a) into the Series 2023 Note Subaccount of the Revenue Bond Interest Account an amount necessary, after taking into account money transferred from the PFC Revenue Account or otherwise deposited therein by the City, to have funds on hand on the 25<sup>th</sup> day of each month immediately preceding an Interest Payment Date to pay the next maturing installment of interest on the principal amount of the Note then Outstanding; and

(b) subject to subsection (c) below, beginning on the 25<sup>th</sup> day of the month before the mandatory prepayment of the Note, into the Series 2023 Note Subaccount of the Revenue Bond Principal Account an amount, after taking into account money transferred from the PFC Revenue Account or otherwise deposited therein by the City, to have funds on hand to pay in full the principal amount of the Note then Outstanding at maturity; and

(c) if the Note is eligible to be paid during the Amortization Period, then during the Amortization Period, into the Series 2023 Note Subaccount of the Revenue Bond Sinking Fund Account, an amount in substantially equal monthly installments necessary, after taking into account money transferred from the PFC Revenue Account or otherwise deposited therein by the City, to prepay the portion of the Note required to be called by mandatory prepayment on the next payment date therefor as required pursuant to Section 3.03 of this Appendix A.

In each month following a month in which the Trustee has failed to make any deposit required by this Section, the City shall pay, but only from Net Revenues, and the Trustee shall deposit, in addition to the amounts then due, an amount sufficient to cure the deficiency in the deposits in the prior months unless such deficiency has been cured by a transfer of money to such fund or account from other funds and accounts created hereby, pursuant to the terms of this Appendix A.

Section 4.03. **Application of Money in the Series 2023 Note Subaccount of the Revenue Bond Sinking Fund Account.** On each mandatory prepayment date during the Amortization Period as required under Section 3.03, the Trustee shall withdraw from the Series 2023 Note Subaccount of the Revenue Bond Sinking Fund

Account the amount required to pay the principal portion of the prepayment price of the portion of the Note so called for prepayment. The amount of interest on the Note so called for prepayment shall be paid from the Series 2023 Note Subaccount of the Revenue Bond Interest Account.

If at any date there is money in the Series 2023 Note Subaccount of the Revenue Bond Sinking Fund Account and no portion of the Note is then Outstanding, the Trustee shall withdraw such money and deliver all remaining amounts to the City.

If, in any Fiscal Year, the City shall prepay a portion of the Note in excess of the aggregate principal amount of the Note required to be prepaid under Section 3.03 during such Fiscal Year, then the Trustee shall file with the City not later than the 20<sup>th</sup> day before the next August 1 a statement identifying the amount of such excess. The City shall thereafter cause a certificate of the Finance Officer to be filed with the Trustee and the Purchaser not later than the 10<sup>th</sup> day before such August 1, setting forth with respect to the amount of such excess the Fiscal Years in which the sinking fund payments due under Section 3.03 with respect to Note are to be reduced and the amount by which such payments are to be reduced.

The expenses incurred in connection with any prepayment of the Note shall be paid by the City from the Operating Fund or from any other available money.

**Section 4.04. *Application of Money in the Series 2023 Note Revenue Bond Redemption Account.*** From the money in the Series 2023 Note Revenue Bond Redemption Subaccount, the Trustee shall, on a date permitted by this Appendix A, cause prepayment of the Note or such portion thereof as will exhaust the money then held in the Series 2023 Note Subaccount of the Revenue Bond Redemption Account as nearly as may be. The Trustee will cause the Bond Registrar to pay the accrued interest on the Note or such portion thereof to be prepaid to the date of prepayment from the Series 2023 Note Subaccount of the Revenue Bond Interest Account and the principal portion of the prepayment price of the Note or such portion thereof from the Series 2023 Note Subaccount of the Revenue Bond Redemption Account. The Trustee shall withdraw from the Series 2023 Note Subaccount of the Revenue Bond Redemption Account and set aside the respective amounts required to pay the principal portion of the prepayment price of the Note or such portion thereof so called for prepayment.

On the prepayment of the Note or a portion thereof pursuant to the provisions of this Section, the Trustee shall file with the City a statement setting forth the date of prepayment, the amount of the prepayment price of the Note or such portion called for prepayment, and the amount paid as interest thereon. The expense incurred by the Trustee in connection with the purchase or prepayment of any such Note shall be paid by the City from the Operating Fund or from any other available money.

**Section 4.05. *Advance of Note Proceeds.*** The City and the Trustee acknowledge and agree that prior to the earliest to occur of (a) the date when the sum of the aggregate Advances made hereunder equals the Stated Principal Amount, (b) the date on which the Purchaser's obligation to make Advances under the Note Purchase

Agreement terminates (as reflected in a written notice delivered by the Purchaser to the City and the Trustee) or (c) the Full Funding Date (the “*Advance Termination Date*”), the proceeds of the Note will be disbursed in installments through the making of Advances by the Purchaser in accordance with the Note Purchase Agreement. The date and amount of each Advance shall be noted on the Table of Advances attached to the Note (or otherwise kept on the Trustee’s official books and records, which may be electronic records); *provided* that the failure to record any such Advance on the Table of Advances shall not affect the Principal Amount due. In no event may the total amount of all Advances exceed the Stated Principal Amount. Following the Advance Termination Date, no additional Advances may be made. On the Advance Termination Date, the positive difference, if any, between the Stated Principal Amount and the aggregate principal amount of all Advances made under the Note Purchase Agreement shall be deemed to have been prepaid automatically and without any further notice or act by the Trustee, the City or any other Person. Any such automatic prepayment of principal shall not be taken into consideration in determining the Principal Amount of the Note and shall not be recorded on the Table of Partial Prepayment attached to the Note.

**Section 4.06. *Application of Note Proceeds.***

(a) On the date the Note is issued, the Purchaser will provide an Advance in an amount determined by the City in accordance with the Note Purchase Agreement and Trustee shall deposit such amounts in the Series 2023 Note Additional Facilities Account.

(b) The Proceeds from each subsequent Advance will be deposited by the Purchaser with the Trustee, and the Trustee shall deposit such amounts in the Series 2023 Note Additional Facilities Account or, if such Proceeds are to be used to be capitalized interest, the Series 2023 Subaccount of the Revenue Bond Interest Account, as applicable.

On the filing from time to time with the Trustee of a requisition signed by an authorized representative of the City in the form attached as Exhibit B to the Note Purchase Agreement, accompanied by a voucher or other appropriate documentation as may be required by the Trustee, the Trustee will make or cause to be made disbursements from the Series 2023 Note Additional Facilities Account for the payment of the Costs of the Projects related to the Note, including refinancing the 2022 BAN, capitalized interest on the Note and costs of issuance of the Note.

On the completion of the Projects to be financed with the proceeds of the Note, the City will deliver a certificate to the Trustee stating the fact and date of such completion and stating that all of the Costs of the Projects anticipated to be paid by the City from the proceeds of the Note have been paid. On the receipt by the Trustee of such certificate, unless the Trustee receives written direction from the City otherwise, the Trustee will deposit the remaining balance in the Series 2023 Note Additional Facilities Account to the Series 2023 Note Subaccount of the Revenue Bond Interest Account to be applied to the next payment due with respect to the Note.

Section 4.07. ***Investment of Money.*** Money held for the credit of all subaccounts or accounts established under this Appendix A on deposit with the Trustee are to be continuously invested and reinvested by the Trustee in such Investment Obligations as the City may direct to the extent practicable. Any such Investment Obligations shall mature not later than the respective dates when the money held for the credit of such subaccounts or accounts will be required for the purposes intended.

The interest accruing on Investment Obligations in the subaccounts established hereunder and any profit or loss realized on the disposition or maturity of such Investment Obligations are to be credited to or charged against the following Funds, accounts and subaccounts: interest and profit or loss resulting from each of the subaccounts established under Section 4.01 other than the Series 2023 Note Additional Facilities Account shall be credited to or charged against the Revenue Fund, and interest and profit or loss resulting from the Series 2023 Note Additional Facilities Account shall be credited to or charged against that subaccount.

Section 4.08. ***Payment of Principal and Interest and Pledge of Net Revenues.*** The City covenants that it will promptly pay the principal of and the interest on the Note at the places, on the dates and in the manner provided herein, in the Note and in the Note Purchase Agreement, according to the true intent and meaning thereof. The City represents and covenants that it is duly authorized under the constitution and laws of the State, particularly the Act, to issue the Note authorized hereby and to pledge the Net Revenues in the manner and to the extent herein and in the Order set forth; that all action on its part for the issuance of the Note initially issued hereunder has been duly and effectively taken; and that such Note in the hands of the Owners thereof are and will be valid and binding special obligations of the City according to their terms.

Except to the extent of a lien on Net Revenues from the Airport, the Note is not payable from the general funds of the City and does not constitute a legal or equitable pledge, lien or encumbrance on any of the properties of the City or on any of its income, receipts or revenues, except as provided in this Appendix A and the Order, and neither the credit nor the taxing power of the City is pledged for the payment of the Note, or the City's obligations to comply with any covenant or agreement under this Appendix A or any other agreement entered into by the City pursuant to its authority. The Note is being issued in anticipation of the issuance of revenue bonds that the City expects to issue before the Full Funding Date, the proceeds of which are expected to be used to pay all or a portion of the principal of and interest on the Note on or before the Full Funding Date. As such, the Note is further secured by a pledge, charge, and lien on the proceeds of the revenue bonds in anticipation of the sale of which the Note is issued, if and when issued under the Order.

[End of Article IV]

## ARTICLE V.

### SUPPLEMENTAL SERIES RESOLUTIONS

Section 5.01. ***Supplemental Series Resolutions.*** The Series Resolution and the rights and obligations of the City and the Owner may be modified or amended at the same times, in the same manner and for the same purposes as the Order, but if the modification or amendment affects only the Note, the percentage to be applied under Section 1102 of the Order will be applied only to the Outstanding Note.

Notwithstanding anything in the Order or the Series Resolution to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding the Note or a series of the Bonds issued after the issuance of the Note may, regardless of its intent to sell or distribute the Note or such Bonds in the future, consent as the Owner of the Note or such Bonds to any amendment or supplemental series resolution as required or permitted by this Article, including any amendment or supplemental series resolution that adversely affects the interests of other Owners, and (2) any Owner is not entitled to receive, nor is the City required to provide, any prior notice or other documentation regarding such amendment or supplemental series resolution.

Section 5.02. ***Responsibilities of Trustee and City Under this Article.*** The Trustee and the City are entitled to exercise their discretion in determining whether or not any proposed supplemental series resolution or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the City, the rights and interests of the Owner, and the rights, obligations and interests of the Trustee. The Trustee is entitled to receive, and is fully protected in relying on, the opinion of counsel approved by it, who may be Bond Counsel, as conclusive evidence that any such proposed supplemental series resolution does or does not comply with the provisions of this Appendix A, and that it is or is not proper for it, under the provisions of this Article, to accept such supplemental series resolution.

[End of Article V]

## ARTICLE VI.

### MISCELLANEOUS PROVISIONS

Section 6.01. ***Headings.*** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and does not constitute a part of this Appendix A or affect its meaning, construction or effect.

Section 6.02. ***Application to Local Government Commission.*** The City Council hereby ratifies and confirms its request to the Local Government Commission to sell the Note at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina, as amended.

Section 6.03. **Authorization for Other Acts.**

(a) The Finance Director and other officers, agents and employees of the City and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Note, the Order, the Series Resolution, this Appendix A and the Note Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and also to do all acts and things required of them by the provisions of this Appendix A, including the advancement of any fees and expenses in connection with the transactions described therein with the expectation that such fees and expenses will be reimbursed to the City from Note proceeds.

(b) The Mayor, the City Manager, the Finance Director, the Treasurer, the Debt Manager, the Aviation Director, the City Attorney, or any of them or their deputies and designees, are further authorized and directed (without limitation except as may be expressly set forth herein) to employ and compensate advisers, bond counsel, counsel, and consultants, to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Order, the Series Resolution, this Appendix A and the Note Purchase Agreement.

Section 6.04. **Acceptance of Duties by Paying Agent.** Each Paying Agent (other than the Trustee) shall signify its acceptance of the duties and obligations imposed on it by the Order and the Series Resolution by executing and delivering to the City and the Trustee a written acceptance thereof.

Section 6.05. **Holidays.** Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder is stated to be due on a day which is not a Business Day, such payment or action will be made or taken on the next following Business Day, and such extension of time will be included in computing interest, if any, in connection with such payment or action.

Section 6.06. **Replacement of Registrar or Paying Agent.** If the Bond Registrar or Paying Agent initially appointed under this Appendix A resigns at any time or if the Finance Director reasonably determines that the Bond Registrar or Paying Agent has become incapable of performing its duties hereunder, the City may, on notice mailed to each Owner of the Note, if any, at such Owner's address last shown on the registration records, appoint a successor Bond Registrar or Paying Agent which meets any requirement set forth in the Order, including the prior approval by the Local Government Commission of a successor Bond Registrar. No resignation or dismissal of the Bond Registrar or Paying Agent may take effect until a successor is appointed. The same institution is not required to serve as both Bond Registrar and Paying Agent hereunder, but the City has the right to have the same institution serve as both Bond Registrar and Paying Agent hereunder. Whenever in this Appendix A the Bond

Registrar or Paying Agent is named or referred to, such provision is deemed to include any successor of the Bond Registrar or Paying Agent, respectively.

Section 6.07. **E-Verify.** By accepting its responsibilities under the Series Resolution, the Trustee, Bond Registrar and Paying Agent certify to the following:

The Trustee, Bond Registrar and Paying Agent understand that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee, Bond Registrar and Paying Agent use E-Verify to verify the work authorization of their employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee, Bond Registrar and Paying Agent will require that any subcontractor used in connection with the transactions contemplated by the Series Resolution certify to such subcontractor's compliance with E-Verify.

[EXHIBIT A BEGINS ON THE FOLLOWING PAGE]



## EXHIBIT A

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE ISSUER IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY ONLY BE IN AN AUTHORIZED DENOMINATION AND MAY NOT BE TRANSFERRED OTHER THAN TO (A) AN AFFILIATE OF THE PURCHASER WHO IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (B) A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS, OR (C) TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER THAT IS A COMMERCIAL BANK HAVING A COMBINED CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER PURSUANT TO THIS PARAGRAPH, OF \$5,000,000,000 OR MORE THAT HAS EXECUTED AND DELIVERED TO THE CITY AN INVESTOR LETTER IN THE FORM OF EXHIBIT A TO THE NOTE PURCHASE AND ADVANCE AGREEMENT REFERENCED IN THE SERIES RESOLUTION AS DEFINED IN THIS NOTE. IN NO EVENT SHALL THIS NOTE BE TRANSFERRED TO ANY PERSON OR ENTITY WHO HOLDS THIS NOTE FOR THE BENEFIT OF A PERSON OR ENTITY THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER OR AS PART OF A POOL OF ASSETS IN WHICH PERSONS THAT ARE NOT QUALIFIED INSTITUTIONAL BUYERS MAY INVEST, SUCH AS A MUTUAL FUND OR RETIREMENT PLAN.

CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE BOND ANTICIPATION NOTE, SERIES 2023

No. R-1 \$280,000,000

<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>
Variable, as set forth herein	September 28, 2023	September 28, 2029

REGISTERED OWNER: BANK OF AMERICA, N.A.

STATED PRINCIPAL AMOUNT: TWO HUNDRED EIGHTY MILLION DOLLARS

The City of Charlotte, North Carolina (the “City”), a municipal corporation of the State of North Carolina (the “State”), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Stated Principal Amount set forth above or the Principal Amount (as hereinafter defined), whichever is less, on the Maturity Date set forth above (or earlier as hereinafter described). This Note is being issued under the bond order adopted by the City Council on April 24, 2017 authorizing and securing airport revenue bonds of the City, which restated, supplemented and amended the bond order originally adopted by the City Council on November 18, 1985, as amended and supplemented by Supplemental Bond Order, Number 1 adopted by the City Council on March 22, 2021, and which the City Council may further restate, supplement and amend from time to time (the “Order”) and a series resolution related to the Note adopted by the City

Council on August 28, 2023 (the “*Series Resolution*”). The City further promises to pay such Owner at the address as it appears on the registration books kept by U.S. Bank Trust Company, National Association, the Bond Registrar, the Trustee and the Paying Agent for this Note (the “*Bond Registrar*,” the “*Paying Agent*” and the “*Trustee*”), at the close of business on the day preceding each hereinafter-described Interest Payment Date (each, a “*Record Date*”), interest at the Interest Rate described in the Series Resolution, which is initially a per annum rate of interest equal to the sum of: (a) 79% multiplied by Daily SOFR plus (b) the Applicable Spread (which is initially 0.39% basis points (39 bps), subject to adjustment and a maximum rate, as set forth in the Series Resolution and, on the lesser of (1) the Stated Principal Amount or (2) the sum of all Advances less any prepayment of this Note and as reflected in the “Table of Advances” attached hereto or kept in the Bond Registrar’s records (which may be electronic records) (the “*Principal Amount*”). Interest on this Note will be payable on each Interest Payment Date (as defined in the Series Resolution) from the Interest Payment Date next preceding the date of authentication (unless (1) the date of such authentication precedes the first Interest Payment Date, in which case interest with respect thereto shall be payable from the date of issuance of this Note or (2) the date of such authentication is an Interest Payment Date to which interest on this Note has been paid in full or duly provided for in accordance with the terms of the Order, in which case interest with respect thereto shall be payable from such Interest Payment Date) until the Principal Amount shall have been paid or provided for in accordance with the Order. Interest payable on this Note shall be calculated on the basis of the actual number of days elapsed in a 360 day year as the case may be.

THIS NOTE IS A SPECIAL OBLIGATION OF THE CITY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY, NOR DOES IT CONSTITUTE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE ON ANY OF ITS PROPERTY OR ON ANY OF ITS INCOME, RECEIPTS, OR REVENUES EXCEPT THE FUNDS WHICH ARE PLEDGED UNDER THE ORDER AND THE SERIES RESOLUTION (HEREINAFTER DEFINED). NEITHER THE CREDIT NOR THE TAXING POWER OF THE STATE OR THE CITY ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE, AND NO OWNER OF THIS NOTE HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE STATE OR THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT.

Both principal and interest on this Note are payable in lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. This Note is payable at the designated corporate trust office of the Bond Registrar without the need for presentation and surrender of this Note; provided, however the Owner will surrender the Note to the Bond Registrar as soon as practical after maturity or prepayment in whole. Interest on this Note will be paid by the Bond Registrar by check or draft mailed on the Interest Payment Date to the Owner as its name and address appear on the registration books kept by the Bond Registrar at the close of business on the Record Date. At the written request of the Owner, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Bond Registrar by the Record Date. CUSIP number identification, if such is assigned to this Note, with appropriate dollar

amounts for the CUSIP number shall accompany all payments of principal of, premium, if any, and interest on this Note, whether by check or by wire transfer.

This Note is designated "*Airport Revenue Bond Anticipation Note, Series 2023*" (the "*Note*") issued under the Order and the Series Resolution. Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings ascribed to them in the Order, the Series Resolution or the Appendix A attached to, and incorporated in, the Series Resolution. Under the Order, the City has previously issued several series of Bonds (the "*Existing Bonds*"). This Note, the Existing Bonds and any additional Bonds which may be issued under the Order are parity obligations under the Order.

This Note is being issued to (1) refinance the 2022 BAN, (2) further finance a portion of the Projects, (3) pay capitalized interest on this Note and (4) pay the costs of issuing this Note.

This Note, together with interest thereon, is a special obligation of the City payable solely from Revenues after payment of the Current Expenses of the Airport and constitutes a valid claim of the Owner thereof only against the funds and other money held by the Trustee for the benefit of the Owner of this Note, which amounts are pledged and assigned pursuant to the Order for the equal and ratable payment of this Note and the other Bonds issued under the Order. This Note is being issued in anticipation of the issuance of revenue bonds that the City expects to issue before the Full Funding Date, the proceeds of which are expected to be used to pay all or a portion of the principal of and interest on this Note on or before the Full Funding Date. As such, this Note is further secured by a pledge, charge, and lien on the proceeds of the revenue bonds in anticipation of the sale of which this Note is issued, if and when issued under the Order.

"*Revenues*," "*Net Revenues*" and "*Current Expenses*" are defined in the Order. Pursuant to the Order the City has, for the benefit of the Owner of the Note, assigned Net Revenues and certain other rights to the Trustee in trust. Reference is made to the Order and Series Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the Owners of the Bonds and this Note. Copies of the Order and the Series Resolution are on file and may be inspected at the designated office of the Trustee in Charlotte, North Carolina. By the purchase and acceptance of this Note, the Owner hereof signifies assent to all of the provisions of the aforementioned documents.

This Note is issued and the Order and Series Resolution were adopted under and pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 *et seq.*, as amended.

This Note is exchangeable upon the presentation and surrender hereof at the designated corporate trust office of the Bond Registrar for a Note of other Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or

accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Bond Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered Note. The Bond Registrar may require the payment by any Owner requesting registration of transfer or exchange of the Note of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Bond Registrar is not required to register the transfer of or exchange any portion of this Note selected, called or being called for prepayment in whole or in part. The person in whose name this Note is registered will be deemed and regarded as the absolute owner hereof for all purposes, and payment of this Note will be made only to or upon the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this Note to the extent of the sum or sums paid.

The City may prepay this Note, either in whole or in part, on any Business Day at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date.

The City shall prepay the Note in whole on the Full Funding Date at a prepayment price equal to 100% of the principal amount thereof, without premium, plus the accrued interest thereon to the Prepayment Date. If the Note is eligible for the Amortization Period under Section 3(c) of the Note Purchase Agreement, however, the City will not be required to prepay the Note on the Full Funding Date and the Note will continue to be Outstanding and will be prepaid during the Amortization Period as set forth in Section 3(c) of the Note Purchase Agreement.

Notice of optional prepayment will be given as set forth in the Series Resolution.

If money is on deposit with the Trustee to pay the prepayment price of this Note, or portion thereof, called for prepayment on a Prepayment Date, this Note or portion thereof so called for prepayment will not bear interest after such Prepayment Date and will not be considered to be Outstanding or to have any other rights under the Order other than the right to receive payment.

The Bond Registrar will record any prepayments of the Note on the Table of Partial Prepayment attached to this Note (or otherwise kept on the Trustee's and the Bond Registrar's official books and records, which may be electronic).

The Order permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Bonds then Outstanding under the Order. The Order also contains provisions permitting the City and the Trustee to enter into amendments to the Order without the consent of the Owners of the Bonds then Outstanding for certain purposes.

The Series Resolution permits amendment thereto on the agreement of the City and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Note then Outstanding. The Series Resolution also contains provisions

permitting the City and the Trustee to enter into amendments to the Series Resolution without the consent of the Owner of the Note then Outstanding for certain purposes.

Any consent or request by the Owner of this Note shall be conclusive and binding upon such Owner and upon all future Owners of this Note and of any Note issued upon the transfer of this Note whether or not notation of such consent or request is made upon this Note.

This Note will be non-transferable, except as set forth on the face of this Note. The Bond Registrar will have no obligation to pay any amounts due on this Note to anyone other than the Owner of the Note as shown on the registration books kept by the Bond Registrar.

This Note is issued with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Note and the adoption of the Order and the Series Resolution have happened, existed and have been performed as so required.

This Note is not valid or does not become obligatory for any purpose or be entitled to any benefit or security under the Order until it has been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

*IN WITNESS WHEREOF*, the City of Charlotte, North Carolina has caused this Note to be executed with the manual or facsimile signatures of the City Manager and the City Clerk, and has caused the City's official seal or a facsimile thereof to be impressed or imprinted hereon.

**CITY OF CHARLOTTE, NORTH CAROLINA**

By: \_\_\_\_\_  
City Manager

[SEAL]

By: \_\_\_\_\_  
City Clerk

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

The issue hereof has been approved under the  
provisions of The State and Local Government Revenue Bond Act.

---

SHARON G. EDMUNDSON  
Secretary of the Local Government Commission

SIGNATURE PAGE  
RELATING TO

THE CITY OF CHARLOTTE, NORTH CAROLINA  
AIRPORT REVENUE BOND ANTICIPATION NOTE, SERIES 2023

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

September 28, 2023

This is the Airport Revenue Bond Anticipation Note, Series 2023 designated herein issued under the provisions of the within-mentioned Order and Series Resolution.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Bond Registrar**

By: \_\_\_\_\_  
Vice President



**FORM OF ASSIGNMENT**

**ASSIGNMENT**

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and  
appoints

---

Attorney to register the transfer of the within Note on the books kept for registration  
thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

**NOTICE:** Signature must be guaranteed  
by a participant of the Securities  
Transfer Agent Medallion Program  
("STAMP") or similar program.

---

**NOTICE:** The signature to this assignment  
must correspond with the name as it  
appears on the face of the within Note in  
every particular, without alteration,  
enlargement or any change whatever.

**TRANSFER FEE MY BE REQUIRED**

TABLE OF ADVANCES

Upon receipt of any Advance described in the Series Resolution related to the Note, the Trustee shall make the appropriate notation on the table below (or otherwise keep on the Trustee's and Bond Registrar's official books and records, which may be electronic):

<u>Date</u>	<u>Installment Amount Paid</u>	<u>Total Principal Payments</u>	<u>Signature of Bond Registrar</u>

### TABLE OF PARTIAL PREPAYMENTS

Upon all partial prepayments (whether optional, mandatory or otherwise) the above Note may be surrendered to the Bond Registrar for the appropriate notation by it on the table below (or otherwise keep on the Trustee's and Bond Registrar's official books and records, which may be electronic). The Bond Registrar's records relating to the outstanding principal amount of the Note shall in all cases prevail:

<u>Date</u>	<u>Amount Prepaid</u>	<u>Remaining Unpaid Principal Amount</u>	<u>Signature of Trustee</u>

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

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

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

*WHEREAS*, the City Council of the City (the “*City Council*”) has determined that it is in the best interests of the City to enter into an Installment Financing Contract dated as of September 1, 2023 (the “*Contract*”) between the City and New Charlotte Corporation (the “*Corporation*”) in order to finance the costs of improvements and renovations to the City’s Spectrum Center arena and other governmental facilities (collectively, the “*2023 Projects*”) and the City expects that additional improvements to the Spectrum Center arena and the construction, renovation and improvement of other governmental facilities will be financed under the Contract in the future;

*WHEREAS*, to secure its obligations under the Contract, the City will (1) execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2023 from the City to the deed of trust trustee named therein for the benefit of the Corporation (the “*Deed of Trust*”), granting the Corporation and its assigns a security interest in certain sites of the Projects, which is expected initially to be the site of Fire Station #32;

*WHEREAS*, to assist the City in the financings of the 2023 Projects with the Contract, the Corporation will execute and deliver an Indenture of Trust dated as of September 1, 2023 (the “*Master Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”), and Supplemental Indenture, Number 1 dated as of September 1, 2023 (“*Supplement No. 1*” and collectively with the Master Indenture, the “*Indenture*”) between the Corporation and the Trustee, under which the Corporation will execute and deliver Certificate of Participation (Governmental Facilities), Series 2023A (the “*2023A Certificate*”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the Contract under the Indenture, in an aggregate principal amount not to exceed \$110,000,000;

*WHEREAS*, Bank of America, N.A. (the “*Purchaser*”), has agreed to purchase the 2023 Certificate and provide the funding for the 2023 Projects pursuant to the terms of the Indenture, the Contract and a Certificate Purchase and Advance Agreement (the

*“Purchase Agreement”*) to be entered into among the Corporation, the City, the Purchaser and the North Carolina Local Government Commission (the *“LGC”*);

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

- (1) the Contract;
- (2) the Deed of Trust;
- (3) the Master Indenture and Supplement No. 1; and
- (4) the Purchase Agreement;

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

*WHEREAS*, the City Council conducted a public hearing on August 28, 2023 to receive public comment concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the 2023 Projects to be financed thereby;

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

*WHEREAS*, the City is separately pursuing the refinancing of its installment financing obligations related to prior financing and refinancing of the construction of the Spectrum Center arena and improvements to other government facilities pursuant to an Installment Payment Contract dated as of May 15, 2003, as amended (the *“Prior Contract”*), between the City and the Corporation, and the related Variable Rate Certificates of Participation (2003 Governmental Facilities Projects), Series 2003F and Variable Rate Refunding Certificates of Participation (2003 Governmental Facilities Projects), Series 2013G, and wants to release property serving as collateral for the Prior Contract under an Amended, Restated and Supplemental Deed of Trust and Security Agreement by the City, dated March 1, 1995, the Notice of Extension of Lien and Supplement to Deed of Trust dated March 1, 1995, and the Second Notice of Extension of Deed of Trust to Additional Property dated August 15, 2003 (collectively, the *“Prior Deed of Trust”*) in order to, among other things, serve as collateral for such refinancing of the Prior Contract; and

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

**Section 1. Ratification of Instruments.** All actions of the City officials, whether previously or hereinafter taken, in effectuating the proposed financing are

hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

**Section 2. Authorization to Execute the Contract, the Deed of Trust and the Purchase Agreement.** The City approves the transactions contemplated by the Instruments in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the City in accordance with its terms. The form and content of the Instruments are hereby in all respects authorized, approved and confirmed, and the Mayor, the City Manager, the Chief Financial Officer, the City Treasurer, the Debt Manager and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees (the "*Authorized Officers*"), are hereby authorized, empowered and directed to execute and deliver the Instruments, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Instruments presented to the City Council. From and after the execution and delivery of the Instruments, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

**Section 3. City Representative.** The Authorized Officers are hereby designated as the City's representatives to act on behalf of the City in connection with the transaction contemplated by the Instruments, and each is authorized to proceed with the financing of the 2023 Projects in accordance with the Instruments in an aggregate principal amount not to exceed \$110,000,000 and to seek opinions as a matter of law from the City Attorney, which City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The City's representative and their designees are in all respects authorized to supply on behalf of the City all information pertaining to the City for use in the transactions contemplated by the Instruments. The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the Instruments and related documents. Any provision in this Resolution that authorizes more than one officer to take certain actions will be read to permit such officers to take the authorized actions either individually or collectively.

**Section 4. Release of Property from Prior Deed of Trust.** That (a) the City hereby requests the release of as much of the real property included in the Prior Deed of Trust as permitted pursuant to the terms of the Prior Contract and the Prior Deed of Trust, such legal descriptions being included in the Prior Deed of Trust and as will be described in an appropriate instrument to release such property, and (b) the City shall provide for payment of all expenses associated with the release of such property.

**Section 5. Severability.** If any section, phrase or provision of this Resolution is declared invalid for any reason, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

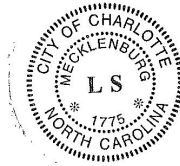
**Section 6. Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

**Section 7. Effective Date.** This Resolution will take effect immediately on its adoption.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 235-238.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

---

Billie Tynes, Deputy City Clerk

## **RESOLUTION OF KINGS GRANT SPLIT JURISDICTION AUTHORITY**

**WHEREAS**, Childress Klein Properties/affiliate owns a 48.21-acre property located adjacent and to the east of Concord Mills Mall with 11.54 acres of such property being located within Concord and 36.67 acres within Charlotte Extraterritorial Jurisdiction (ETJ);

**WHEREAS**, The City Council has been petitioned under G.S. 160D-203 & 204 to consider split jurisdiction of the 11.54-acre portion located within Concord;

**WHEREAS**, the 11.54-acre Concord portion is zoned in Concord to allow multi-family uses but with different land use/development regulations than Charlotte resulting in different regulations that hinder a preferred unified development of the overall 48.21-acre property;

**WHEREAS**, the 11.54-acre Concord portion is located directly behind Concord Mills Mall with a site location orientation that is directed more seamlessly with the 36.67-acre Charlotte ETJ portion, thereby better suited to be governed by Charlotte planning and development regulations without affecting taxation or other regulatory matters which shall stay within Concord;

**WHEREAS**, in December of 2021, Charlotte City Council unanimously approved the rezoning of the 36.67-acre Charlotte ETJ portion for multi-family uses per Rezoning Petition #2021-028, and this rezoning referenced the possible development of the Concord portion for multi-family uses and accounted for a total of 700 units for the overall 48.21-acre property (212 units for Concord piece) for transportation commitments purposes, and furthermore, Charlotte Water plans to provide water and sanitary sewer services to the overall 48.21-acre property;

**WHEREAS**, G.S. 160D-203 & 204 allow Concord and Charlotte by mutual agreement pursuant to Article 20 of Chapter 160A and with the consent of the landowner (which consent has been provided and requested) to assign exclusive planning/development regulation jurisdiction for the entire 48.21-acre property (to include the 11.54-acre Concord portion) to Charlotte provided that such mutual agreement shall not affect taxation or other non-regulatory matters;

**WHEREAS**, pursuant to G.S. 160D-203 & 204, adoption of resolutions by Concord City Council and then Charlotte City Council will allow the Charlotte to consider a rezoning for the 11.54-acre portion of the 48.21-acre property (Rezoning Petition #2023-028) to move through the normal rezoning process whereby Charlotte planning/development jurisdiction would vest in Charlotte upon approval of the rezoning (but not before and if not approved, Concord planning/development regulations will still apply); and

**WHEREAS**, on June 8, 2023, Concord City Council adopted a resolution to allow Charlotte planning/development regulations to apply to the 11.54-acre Concord portion of the overall 48.21-acre property in the manner and pursuant to the statements of purposes set forth above;

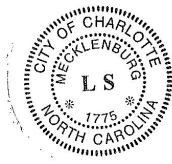
**NOW THEREFORE**, by authority of G.S. 160D-203 & 204, Charlotte City Council hereby adopts this resolution to allow Charlotte planning/ development regulations to apply to the 11.54-acre Concord portion of the overall 48.21-acre property in the manner and pursuant to the statements of purpose set forth above.



**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 239-241.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



  
\_\_\_\_\_  
Billie Tynes, Deputy City Clerk

Attachment

RESOLUTION OF CONCORD CITY COUNCIL  
FOR APPLICATION OF SEC. 160D-203 & 204 SPLIT JURISDICTION AUTHORITY

**WHEREAS**, Childress Klein Properties/affiliate owns a 48.21 acre parcel in the vicinity of Concord Mills Mall with 11.54 acres of such parcel being located on the south side of Quay Road (8847, 8755 and 8699 Quay Road /PINs 4589-62-4465, 52-8820) and 36.67 acres within Charlotte ETJ and zoned in December of 2021 by Pet. #2021-028 for multi-family uses;

**WHEREAS**, the 11.54 acre Concord portion is zoned C-2 Commercial General, which allows multi-family uses but with different land use/development regulations than Charlotte resulting in different, conflicting regulations that hinder a preferred unified development of the overall 48.21 acre parcel;

**WHEREAS**, the 11.54 acre Concord portion is located directly behind Concord Mills Mall with a site location orientation that is directed more seamlessly with the Charlotte 36.67 acre portion, thereby constituting an “orphan” portion of the overall 48.21 acre parcel better suited to be governed by Charlotte for planning and development regulations without affecting taxation or other non-regulatory matters which shall stay within Concord;

**WHEREAS**, in December of 2021, Charlotte City Council unanimously approved the rezoning of the 36.67 Charlotte ETJ portion for multi-family uses per Rez. Pet. #2021-028, and this rezoning referenced the possible development of the Concord portion for multi-family uses and in fact accounted for a total of 700 units for the overall 48.21-acre parcel for transportation commitments purposes, and furthermore, Charlotte Water plans to provide water and sewer service to the overall 48.21-acre parcel;

**WHEREAS**, NC General Statutes Sections 160D-203 & 204 allow Concord and Charlotte by mutual agreement pursuant to Article 20 of Chapter 160A and with the consent of the landowner (which consent has been provided and requested) to assign exclusive planning/development regulation jurisdiction for the entire 48.21 acre parcel (to include the 11.54 acre Concord portion) to Charlotte provided that such mutual agreement shall not affect taxation or other non-regulatory matters; and

**WHEREAS**, pursuant to Section 160D-203 & 204, adoption of resolutions by Concord City Council and then Charlotte City Council allow a recently filed Charlotte rezoning over the overall 48.21-acre portion now to include the 11.54 acre Concord portion (Rez. Pet. #2023-028) to move through the normal rezoning process whereby Charlotte planning/development jurisdiction would vest in Charlotte upon approval of the rezoning (but not before and if not approved, Concord planning/development regulations will still apply);

**NOW THEREFORE**, by authority of Sections 160D-203 & 204, Concord City Council hereby adopts this resolution to allow Charlotte planning/ development regulations to apply to the 11.54 Concord portion of the overall 48.21-acre parcel in the manner and pursuant to the statements of purposes set forth above.

Adopted this 8<sup>th</sup> day of June, 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch Mayor

ATTEST:

\_\_\_\_\_  
Kim Deason, Clerk

**RESOLUTION OF THE CHARLOTTE CITY COUNCIL ESTABLISHING ITS POLICIES AND PROCEDURE 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 REVIEW REPORTS OF BOARDS AND COMMISSIONS.**

The March 13, 2023 Resolution of the Charlotte City Council amending the Policies and Procedure 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 Review Reports of Boards and Commissions, recorded at Resolution Book 53, page 631-636 is hereby amended to read as follows:

**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 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~~. Excused absences shall not count toward the 65%

attendance requirement. Members shall be permitted up to three excused absences per calendar year in the following circumstances:

- Illness or medical-related absences,
- Funerals and/or bereavement,
- The birth or adoption of the board member's child, for 90 days after the birth or adoption, or
- Military service.
- Excused absence requests should be formally made in writing via email to both City Clerk and the board's staff advisor within one week of the date of the missed meeting.
- Any absence that does not meet the above criteria shall be considered unexcused.

The allowance for excused absences shall not apply to meetings of a board, committee, or commission that serves a quasi-judicial function or engages in final-decision making.

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, unless an absence is deemed excused under the above criteria. 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, as authorized by Section 6.

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 may request on a case-by-case basis that an oral report be made to the Council.

#### 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, Resolution Book 49, Pages 327-331, and Resolution Book 63, Pages 631-636.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 242-251.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



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Billie Tynes, Deputy City Clerk



## Excused Absence Applicability—Boards and Commissions

Organization/Board/Committee	Type	Enabling and Appointing Authority	Excused Absence Applies
Alternative Compliance Review Committee (ACRC)	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 • 3 appointed by Mayor • 6 appointed by City Council	No when engaged in final decision-making
Bicycle Advisory Committee**	Advisory	Council Vote • 3 appointed by Mayor • 6 appointed by City Council	Yes
Business Advisory Committee	Advisory	Council Vote • 2 appointed by Mayor • 18 appointed by City Council	Yes
Charlotte Business Inclusion (CBI) Advisory Committee	Advisory	Council Vote • 3 appointed by Mayor • 13 appointed by City Council	Yes
Charlotte Equitable Development Commission	Advisory	Resolution • 3 appointed by Mayor • 6 appointed by City Council	Yes
Charlotte International Cabinet*	Advisory & Public-Private Partnership	Council Vote • 7 appointed by Mayor • 14 appointed by City Council	Yes
Charlotte Neighborhood Equity and Stabilization Commission (Charlotte's NEST)	Advisory	Resolution • 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

<b>Organization/Board/Committee</b>	<b>Type</b>	<b>Enabling and Appointing Authority</b>	<b>Excused Absence Applies</b>
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
Citizens' Transit Advisory Group**	Advisory	Interlocal Agreement/ Created by the Metropolitan Transit Commission • 1 appointed by Mayor • 2 appointed by City Council	MTC-Managed Board (subject to MTC's Attendance Policy)
Civil Service Board	Administrative & Quasi-Judicial Board	City Charter • 3 appointed by Mayor • 6 appointed by City Council	No
Charlotte Mecklenburg Community Relations Committee**	Administrative, Advisory, & Quasi-Judicial Board	Ordinance & 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 • 2 appointed by Mayor • 4 appointed by City Council	Yes
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	N.C.G.S. 160D-303, Ordinance, & Interlocal Agreement • 2 appointed by Mayor • 4 appointed by City Council	No for quasi-judicial hearings

<b>Organization/Board/Committee</b>	<b>Type</b>	<b>Enabling and Appointing Authority</b>	<b>Excused Absence Applies</b>
Housing Appeals Board	Quasi-Judicial Board	N.C.G.S. 160D-305 & Ordinance • 2 appointed by Mayor • 3 appointed by City Council	No
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 • 7 appointed by Mayor • 13 appointed by City Council	Yes
Neighborhood Matching Grants Fund	Administrative	Council Vote • 11 appointed by City Council	No when engaged in final decision-making
Passenger Vehicle for Hire	Advisory & Quasi-Judicial	Ordinance • 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 • 5 appointed by City Council	No for quasi-judicial hearings
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**	Advisory & Quasi-Judicial Board	N.C.G.S. 160D-306 & Inter-local agreement  • 3 appointed by City Council	No for quasi-judicial hearings
Transit Services Advisory Committee**	Advisory	Interlocal Agreement/ Created by the Metropolitan Transit Commission • 2 appointed by Mayor • 6 appointed by City Council	MTC-Managed Board (subject to MTC's Attendance Policy)

Organization/Board/Committee	Type	Enabling and Appointing Authority	Excused Absence Applies
Waste Management Advisory Board	Advisory	County Ordinance • City Council recommends 2 members	County-Appointed Board
Unified Development Ordinance (UDO) Board	Quasi-Judicial Board	N.C.G.S. 160D-302 & Charter • 2 appointed by Mayor • 5 appointed by Council	No

* Denotes a public-private partnership
** Denotes an inter-governmental body

	= provision for excused absences applies
	= provision applies based on planned meeting actions
	= no additional provision for excused absences
	= no, other governance applies

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

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

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

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

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 252-274.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



---

Billie Tynes, Deputy City Clerk



State of North Carolina  
Mecklenburg County

Interlocal Agreement

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

This Contract, entered into as of the first of July 2023 by and between the COUNTY OF MECKLENBURG through its Criminal Justice Services Department, hereinafter referred to as "County", and Charlotte Mecklenburg Police Department, hereinafter referred to as "Vendor".

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

The County and Vendor agree as follows:

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

**1.1 Purpose**

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

**1.2 Effective and Ending Dates**

This Contract shall be effective 07/01/2023 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on 07/01/2023 or the effective date of this Contract, whichever is later, and shall end at midnight, 06/30/2024.

**1.3 Official Payee and Party Representatives**

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

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

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

Name: Elizabeth Swann  
Address: 715 E. Fourth Street  
City: Charlotte State: NC Zip Code: 28202  
Phone: 980-314-1705  
E-mail: [Elizabeth.Swann@Mecknc.gov](mailto:Elizabeth.Swann@Mecknc.gov)

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

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

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

Name: Michael Richardson  
Address: 700 E. Fourth Street, 4<sup>th</sup> Floor  
City: Charlotte State: NC Zip Code: 28202  
Phone: 980-314-2540  
E-mail: [Michael.Richardson@MEcklenburgcountync.gov](mailto:Michael.Richardson@MEcklenburgcountync.gov)

**1.3.3** The name, address, telephone number and e-

**2. INCORPORATION**

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

Exhibit A: Scope of Work  
Exhibit B Conflict of Interest  
Exhibit C No Overdue Tax Letter  
Exhibit D State Certification

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

### 3. **METHOD AND CONDITION OF PAYMENTS**

#### 3.1 Rates are determined as follows:

<b>CATEGORY</b>	<b>AMOUNT</b>
<b>I. Personnel Services</b>	<b>\$165,281.00</b>
120 - Salaries & Wages	\$113,918.00
180 - Fringe Benefits -	\$51,363.00
<b>II. Supplies &amp; Materials</b>	<b>\$21,087.00</b>
210 - The Diversion Program will purchase cleaning supplies to prevent the spread and transmission of COVID-19	\$555.00
220 – Food & Provisions	\$8,640.00
260 – Office Supplies & Material	\$2,000.00
290 – Other Supplies & Materials	\$9,892.00
<b>III. Current Obligations &amp; Services</b>	<b>\$38,632.00</b>
310 – Travel & Transportation	\$9,832.00
390 - Other Service	\$28,800.00
<b>TOTAL</b>	<b>\$225,000.00</b>

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

[Elizabeth.Swann@mecklenburgcountync.gov](mailto:Elizabeth.Swann@mecklenburgcountync.gov) or  
Mecklenburg County Criminal Justice Services  
c/o Elizabeth Swann  
715 East Fourth Street  
Charlotte, NC 28202

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

#### 3.4 Payment will be made via electronic funds transfer.

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

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

#### 3.7 The first invoice will be due no later than August 15<sup>th</sup> for services rendered from July 1- 31, 2023 and will be paid providing the contract has been fully executed.

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

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

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

- 3.11 Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
- 3.12 For services rendered from June 1<sup>st</sup> through June 30<sup>th</sup> of the previous year, the invoice will be due no later than July 5<sup>th</sup> of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.

4. **AUDIT REQUIREMENTS**

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

5. **LEGAL RESPONSIBILITIES OF BOTH PARTIES**

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

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



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

by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Vendor further agrees to notify the County Procurement Department if at any time during the term of this agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran).

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

6. **DIGITAL ACCESSIBILITY COMPLIANCE**

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

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

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

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

7. **SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**

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

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

4. REMEDIES. The parties acknowledge that the unauthorized disclosure of the Confidential Information will diminish the value of the other party's proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

#### 7.5 Data Security

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

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

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

#### 8. **INDEMNIFICATION**

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

#### 9. **TREATMENT OF ASSETS**

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

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

#### 10. **RECORDS AND REPORTS**

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

- 10.1 Furnish information to County, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Vendor agrees to submit requested changes to the contract, or approved supporting information, for prior review, as needed or required.
- 10.2 Maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits continued beyond this period are completed or longer if required by funding source. A fixed assets inventory must be kept current by the Vendor.
- 10.3 Maintain a separate accounting system, including ledgers and journals, which clearly identify income, expenditures, assets and liabilities for this contracted service. Federal, State and County auditors and any other persons authorized by Department shall have the right to examine any of these materials. In the event Vendor dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the County.

11. **SUBCONTRACTING**

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

12. **MONITORING AND EVALUATION**

- 12.1 Vendor agrees to participate in program, fiscal and administrative audits, making records and staff time available to Federal, State, and County staff.
- 12.2 Vendor agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this Contract.
- 12.3 During the term of this Contract and for a period of five (5) years after termination or expiration of this Contract for any reason, in addition to the County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Vendor in connection with this Contract, to ensure Vendor's compliance with all the terms and conditions of this Contract.

13. **AMENDMENT**

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

14. **SEVERABILITY**

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

15. **WAIVER**

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

16. **NOTICES**

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

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

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

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

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

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

**18. REDUCTION OR NON-APPROPRIATION OF FUNDS**

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

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

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

**19. CHANGE IN CONTROL**

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

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

**20. TERMINATION**

**20.1 Termination Without Cause**

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

**20.2 Termination With Cause**

**20.2.1** If, through any cause, the Vendor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the County, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Contract, and the County may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to it, County may procure the contract services from other sources and hold the Vendor responsible for payment of any excess cost occasioned thereby.

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

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

**20.3** Obligations Upon Expiration or Termination

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

**20.4** Authority to Terminate

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

**20.5** Cancellation of orders and subcontracts

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

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

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

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

**22.** GOVERNING LAW AND JURISDICTION

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the terms and provisions, as well as the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern the interpretation and



enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).

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

**23. FORCE MAJEURE**

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

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

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

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

**24. CERTIFICATION REGARDING LOBBYING**

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

**25. DRUG-FREE WORKPLACE**

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

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

- 25.1.2 Notifying each assigned employee that as a condition of the assignment, the employee will be expected to (i) abide by the terms of this provision and (ii) notify the Vendor of any criminal drug statute conviction not later than five (5) days after such conviction;
- 25.1.3 Notify the County within ten days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- 25.1.4 As a condition of continued assignment with the County provide to the County any measures implemented by the Vendor to address the issues of rehabilitation, counseling or participation in a drug treatment program; and
- 25.1.5 Requiring any party to which it subcontracts any portion of the Services under the Contract to comply with these provisions.
- 25.2 Failure to comply with the above drug-free requirements for assigned employees during the performance of this Contract shall be grounds for suspension, termination or debarment

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

- 26.1 By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 26.2 The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 26.3 The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 26.4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 26.5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 26.6 The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 26.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 26.8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 26.9 Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

27. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

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

30. **CONCLUSION**

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

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

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

<b>Vendor</b>	<u>Charlotte Mecklenburg Police Department</u>
<b>Name</b>	<u></u>
<b>Title</b>	<u></u>
<b>Signature</b>	<u></u>
<b>Date</b>	<u></u>

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

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## **Exhibit A – Scope of Work**

### **A-1. FOCUS AREA**

#### **Youthful Offender Diversion Program**

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

### **A-2. PROGRAM RESPONSIBILITIES OF BOTH PARTIES**

#### **A. COUNTY RESPONSIBILITIES**

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

#### **B. VENDOR RESPONSIBILITIES**

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

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

#### C. PERFORMANCE STANDARDS

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

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

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

1. Provide by the 5<sup>th</sup> of each quarter data supporting the measurable objectives outlined below to CJS Project Manager.
  - 70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.
  - 80% Clients will have no new complaints with an offense date after the admission date.
  - 80% Clients will have no new adjudications for a complaint with an offense date after the admission date.
  - 80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.
  - 80% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.
  - 80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.
  - 80% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.
2. The final quarterly report shall contain information for the quarter and the entire year.
3. In addition to the above, CJS may require narrative status reports concerning program activities and any other report relative to program activities.

4. Program success is measured by the number of juveniles referred to the program and the subsequent reduction in first time lower level Juvenile Arrest. Success is also measured by the number of juveniles accepted into the program, the number of juveniles successfully or satisfactorily completing the program, positive interpersonal skill building program outcomes, and low rates of recidivism.

D. Issue Tracking and Escalation:

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

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

August 28, 2023

Resolution Book 54, Page 271

## **Exhibit B – Conflict of Interest Policy**

Cover Page for Vendor Conflict of Interest Policy

Insert behind this page.

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CONFLICT OF INTEREST

**Instructions: Each organization that chooses to use this template should take care to make changes that reflect the individual organization, put this on your letterhead which includes name and address and sign.**

**Conflict of Interest Defined:**

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

**Employee Responsibilities:**

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

**Acceptance of Gifts:**

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Sworn to and subscribed before me on the day of the date of said signature.**

My Commission Expires: \_\_\_\_\_

(Notary Signature and Seal)

## Exhibit C – Overdue Tax Letter

### OVERDUE TAXES

BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

**Instructions: Put the information on your letterhead which includes name and address and sign. Enter the appropriate data in the yellow highlighted areas.** All documents requiring the signature of the authorized representative for the Vendor must be an original signature and the same representative must sign **each copy** of the **Overdue Tax Letter, Conflict of Interest and Contract.**

#### Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: Mecklenburg County

#### Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

#### Sworn Statement:

[Name of Board Chair or Authorized Official] and [Name of Second Authorizing Official if you have] being duly sworn, say that we are [Board Chair or Authorized Official] and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair or Authorized Official

\_\_\_\_\_  
(One signature must be the same as the person signing the contract)

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

**Sworn to and subscribed before me on the day of the date of said signature.**

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

## Exhibit D – STATE CERTIFICATIONS

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
1. He or she is a duly authorized representative of the Contractor named below;
  2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Vendor's Name

Signature, Vendor's Authorized Agent

Date

Print or Type Name

Title

Councilmember Winston/Driggs introduced the following bond order by reading the title thereof:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$235,000,000  
GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City of Charlotte, North Carolina (the “*City*”) has previously issued its General Obligation Bond, Series 2021B (the “*2021B Bond*”) and its General Obligation Refunding Bonds, Series 2013B (the “*2013B Bonds*”);

*WHEREAS*, the City Council of the City (the “*City Council*”) deems it advisable to refund all of the outstanding principal amount of the 2021B Bond and all or a portion of the outstanding principal amount of the 2013B Bonds (the “*Refunded Bonds*”);

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City that the application has been accepted for submission to the Local Government Commission.

*NOW, THEREFORE, BE IT ORDERED* by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the City (the “*Refunding Bonds*”) are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed \$235,000,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

Introduced this 28th day of August, 2023.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 275-276.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**

*WHEREAS*, the City Council is considering the issuance of bonds of the City of Charlotte, North Carolina (the “City”) which shall be for the following purposes and in the following maximum amount:

Not to exceed \$235,000,000 of General Obligation Refunding Bonds to pay the costs of refunding the outstanding principal amount of the City’s General Obligation Bond, Series 2021B (the “*2021B Bond*”) and refunding all or a portion of the outstanding principal amount of the City’s General Obligation Refunding Bonds, Series 2013B (the “*2013B Bonds*”).

*WHEREAS*, the City Council must make certain findings of fact to enable the Local Government Commission of the State of North Carolina (the “*Commission*”) to make certain determinations as set forth in Section 159-52 of the General Statutes of North Carolina.

***NOW, THEREFORE, BE IT RESOLVED*** that the City Council, meeting in open session on the 28th day of August, 2023, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to fix the debt service costs related to the projects financed with the 2021B Bond and to lower the City’s debt service costs related to projects refinanced with the 2013B Bonds.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. ***Past Debt Management Policies.*** The City’s debt management procedures and policies are good and have been carried out in compliance with law. The City employs a finance officer to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney’s office reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City’s budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget

ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The finance officer presents financial information to City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. **Retirement of Debt.** The schedule for issuing the bonds does not require a property tax increase.

F. **Marketing of Bonds.** The proposed bonds can be marketed at reasonable rates of interest.

G. **Estimated Interest.** The assumptions to be used by the finance officer in preparing the statement of estimated interest to be filed with the City Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina (the "*Statement of Disclosure*") are reasonable.

H. **Financing Team.** The City Manager and the City's Chief Financial Officer, with advice from the City Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, (2) retain PNC Capital Markets LLC, as the managing underwriter for the Bonds and (3) retain DEC Associates, Inc., as financial advisor. The City Manager and the Chief Financial Officer are authorized to retain and approve the services of co-managing underwriters and other professionals that they deem necessary related to the issuance of the proposed bonds. The filing of an application by the Chief Financial Officer, or her designee, with the Commission for its approval of the proposed bonds is hereby ratified and confirmed.

*NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA* that the public hearing on the bond order shall be held at the City Council's meeting on the 11<sup>th</sup> day of September, 2023. The City Clerk is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the City on or before six days before the public hearing. The Chief Financial Officer, or her designee, is hereby directed to (1) file a sworn statement of debt as prescribed by law and (2) file the Statement of Disclosure with the Commission and the City Clerk, which will be maintained by the City Clerk and posted online on the City's website, as prescribed by law.

*PASSED, ADOPTED AND APPROVED* this 28th day of August, 2023.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 277-279.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk



## **RESOLUTION AUTHORIZING UPSET BID PROCESS**

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**WHEREAS**, the City of Charlotte (“City”) owns three (3) parcels of real property (collectively the “Property”) located on or near Witham Passage, in the City of Charlotte, County of Mecklenburg, and being identified as Tax ID Numbers: 105-311-10, containing approximately 0.970 acres; 105-311-11, containing approximately 0.180 acres; 105-271-98, containing approximately 0.150 acres; all of which adjoin the Brantley Oaks Homeowners Association Common Open Area to the west and I-485 to the east;

**WHEREAS**, North Carolina General Statute §160A-269 permits the City to sell property by negotiated offer, advertisement, and upset bid, after receipt of an offer for the property is made; and

**WHEREAS**, MartinRay Holdings, LLC, has made an offer to purchase the Property; and

**WHEREAS**, MartinRay Holdings, LLC, has paid the required five percent (5%) deposit on the offer.

### **NOW, THEREFORE, THE CHARLOTTE CITY COUNCIL RESOLVES THAT:**

1. The Charlotte City Council (“City Council”) authorizes the sale of the Property described above through the upset bid procedure of the North Carolina General Statute §160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a qualifying increased bid to the office of the City Clerk within ten (10) days after the notice of sale is published.
4. If a qualifying increased bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until the 10 day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to City Council.
5. A qualifying increased bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying increased bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, certified check, or other immediately available funds. The

City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that;
  - a. The offer that the City intends to accept, subject to the upset bid procedures provided by statute, is \$28,500.00. Any upset bids shall be based upon the total amount proposed to be accepted by City Council.
  - b. City Council must approve the final high offer before the sale is closed, which it will consider, unless the Property is withdrawn from sale, within 30 days after the final upset bid period has passed.
  - c. Upon acceptance of the final high bid by City Council, the high bidder shall have one hundred and twenty (120) days from said approval to conduct title examinations and such environmental studies and examinations as final high bidder deems necessary ("Due Diligence Period").
  - d. The final high bidder must pay with cash, or other good funds, at the time of closing, which closing shall be held at a location and on a date mutually agreeable to the parties, but not later than thirty (30) days from the end of the Due Diligence Period, or such earlier date as selected by final high bidder provided that City is provided at least ten (10) days prior written notice.
  - e. City Council shall sell and convey the Property to the high bidder by Quitclaim Deed "as is, where is", with all faults, and without oral agreements, warranties or representations collateral to or affecting the Property.
8. City Council reserves the right to withdraw the Property from sale at any time before the final high bid is accepted, and the right to reject at any time all bids.
9. If there are no qualifying upset bids received after the initial public notice, the offer set forth above is hereby accepted. The City Manager, or his designee, is authorized to execute the instruments necessary to convey the Property to the final highest bidder.

Adopted this 28<sup>th</sup> day of August 2023.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 280-282.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk

RESOLUTION PROVIDING APPROVAL OF INLIVIAN'S ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$16,500,000 FOR THE FINANCING OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS ALDERSGATE APARTMENTS 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 28<sup>th</sup> day of August, 2023; and

WHEREAS, INLIVIAN (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$16,500,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Shamrock Drive A, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Borrower"), of a qualified residential rental project to be known as Aldersgate Apartments (the "Development"); and

WHEREAS, the Development will consist of approximately 100 units for seniors and 36 units for families and related facilities, located at the intersection of Shamrock Drive and Willard Farrow Drive 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 July 6, 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 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 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 housing development consisting of the acquisition, construction and equipping of the Development described above in the city of Charlotte, North Carolina by the Borrower and in an amount not to exceed \$16,500,000 are hereby approved for purposes of Section 147(f) of the Code.

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

\* \* \* \* \*

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

Ayes: Council members Winston, Ajmera, Bokhari, Driggs, Graham, Johnson,

Nays: None Mayfield, Mitchell, Watlington

Not voting: Anderson, Molina

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 283-285.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

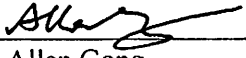
Billie Tynes, Deputy City Clerk

**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 July 6, 2023, with respect to the issuance of bonds by INLIVIAN for the benefit of Shamrock Drive A, LLC, a North Carolina limited liability company (the "Borrower") was published on June 28, 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 6<sup>th</sup> day of July, 2023.

By:   
Name: Allen Gong  
Title: Hearing Officer

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA ON AUGUST 28, 2023**

A motion was made by Mitchell and seconded by Ajmera 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 infrastructure located within the NCDOT highway improvements project (Project U-5873), located along Main Street (NC Highway 115), Davidson Street, and Potts Street in the Town of Cornelius; and

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$2,200,000; 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:**

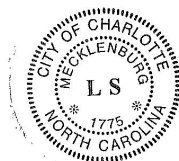
That the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the Director of Charlotte Water and Clerk of the City of Charlotte are hereby empowered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

Adopted this the 28<sup>th</sup> day of August, 2023 in Charlotte, North Carolina.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 286.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

Billie Tynes, Deputy City Clerk

**AGREEMENT OVERVIEW**

**DATE:** 7/17/2023

NORTH CAROLINA  
MECKLENBURG COUNTY

**PROJECT NUMBERS**

TIP NUMBER: U-5873

WBS ELEMENTS: 46425.3.1

**PARTIES TO THE AGREEMENT:**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION "**DEPARTMENT**"

AND

CITY OF CHARLOTTE "**MUNICIPALITY**"

**SCOPE OF TIP PROJECT:** This Project (U-5873) consists of an intersection improvement at NC 115 and Potts Street.

**PURPOSE OF THIS AGREEMENT:** To identify municipal participation in utility relocation and/or betterment costs.

**ESTIMATED COSTS TO OTHER PARTY:** \$2,200,000

**PAYMENT TERMS:** The Department will bill the City of Charlotte upon completion of the Project.

**MAINTENANCE:** The City of Charlotte is responsible for all utility maintenance

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Charlotte, hereinafter referred to as the **Municipality**; and collectively referred to as the "**PARTIES**."

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.



## I. WHEREAS STATEMENTS

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

**WHEREAS**, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

**WHEREAS**, the **Municipality** has requested that the **Department** perform work or provide services; and,

**WHEREAS**, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

**NOW, THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include, utility relocation and construction as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision

## III. PROJECT DELIVERY REQUIREMENTS

### A. CONSTRUCTION

1. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5873 for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: construction of water and sewer lines.
2. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

### B. MAINTENANCE

1. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the **Municipality** shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages

in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the Department from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.

2. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
3. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

#### IV. COSTS AND FUNDING

##### A. PROJECT COSTS

1. The **Municipality** shall be responsible for relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$2,200,000 as shown on the attached Exhibit "B".
2. It is understood by both parties that this is an estimated cost and is subject to change.

##### B. INVOICING BY THE DEPARTMENT

1. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual quantities used and shall include charges due to the **Department** for administration and oversight of the work.
2. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
3. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
4. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
5. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds

allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

**C. DOWN PAYMENT OR PRE-PAYMENT**

1. Any down payments are due at the time the agreement is fully executed.
2. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

**E. AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

**F. DEBARMENT POLICY**

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into

agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### G. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

#### H. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### I. DOCUSIGN

Department and Municipality acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the Department or the Municipality, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Department and Municipality consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by Department in writing or Municipality's signature as if actually signed by Municipality in writing. The Department and Municipality also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Department and Municipality acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

#### J. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **DEPARTMENT** and the **MUNICIPALITY** by authority duly given.

CITY OF CHARLOTTE

FED TAX ID: \_\_\_\_\_

REMITTANCE ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
(FINANCE OFFICER)

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_(Date)

TIP PROJECT: U-5873

CONTRACT:

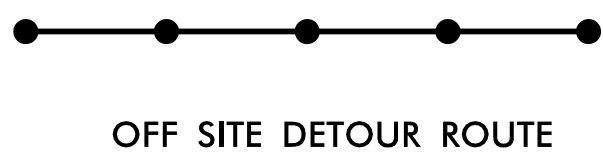
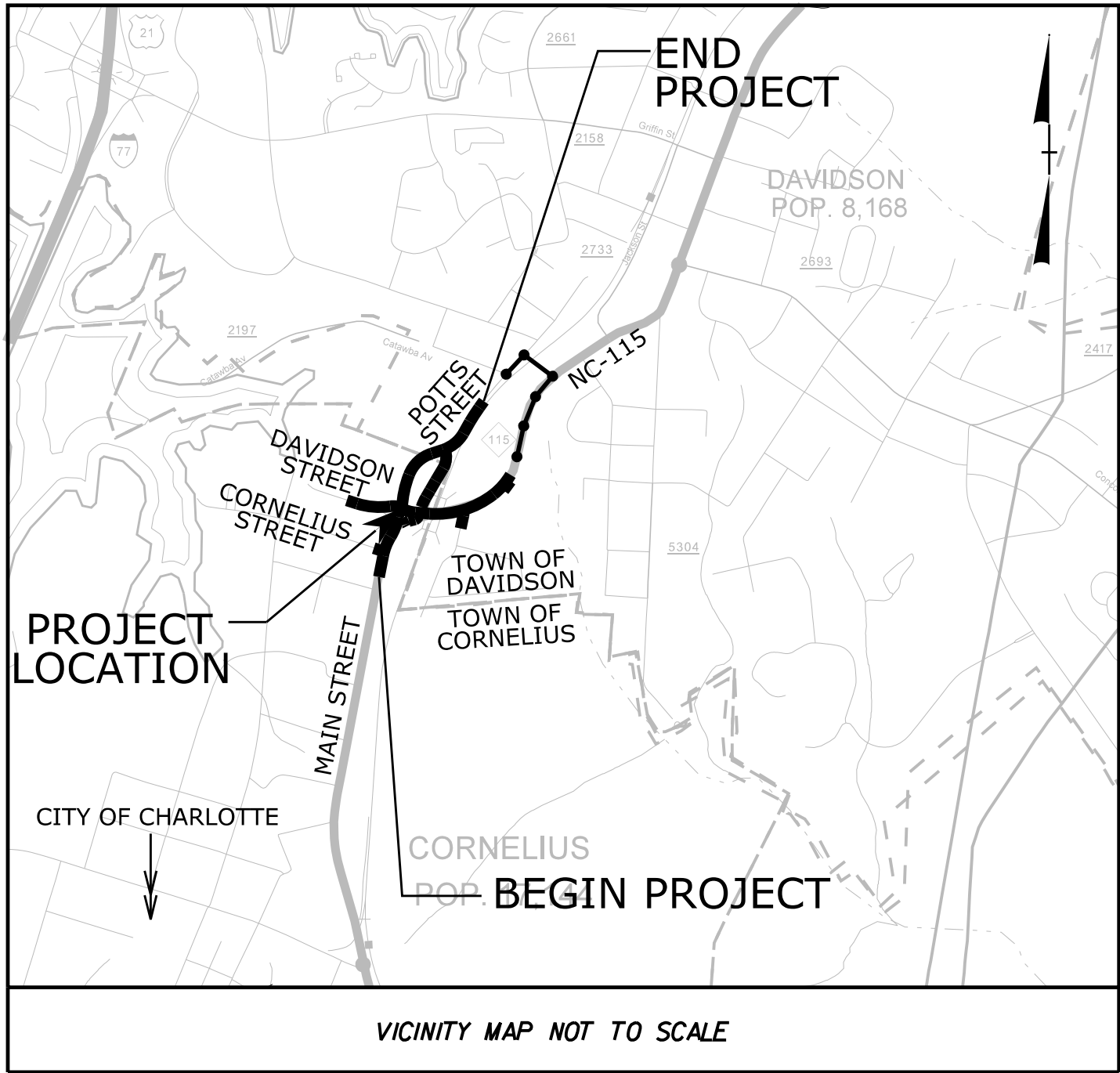
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

MECKLENBURG COUNTY

LOCATION: INTERSECTION OF NC 115/MAIN STREET AND POTTS STREET

TYPE OF WORK: WATER AND SEWER MAIN RELOCATIONS

\*NOTE TO CONTRACTOR: ALL WATER MAINS SHALL BE RESTRAINED JOINT DI PIPE.



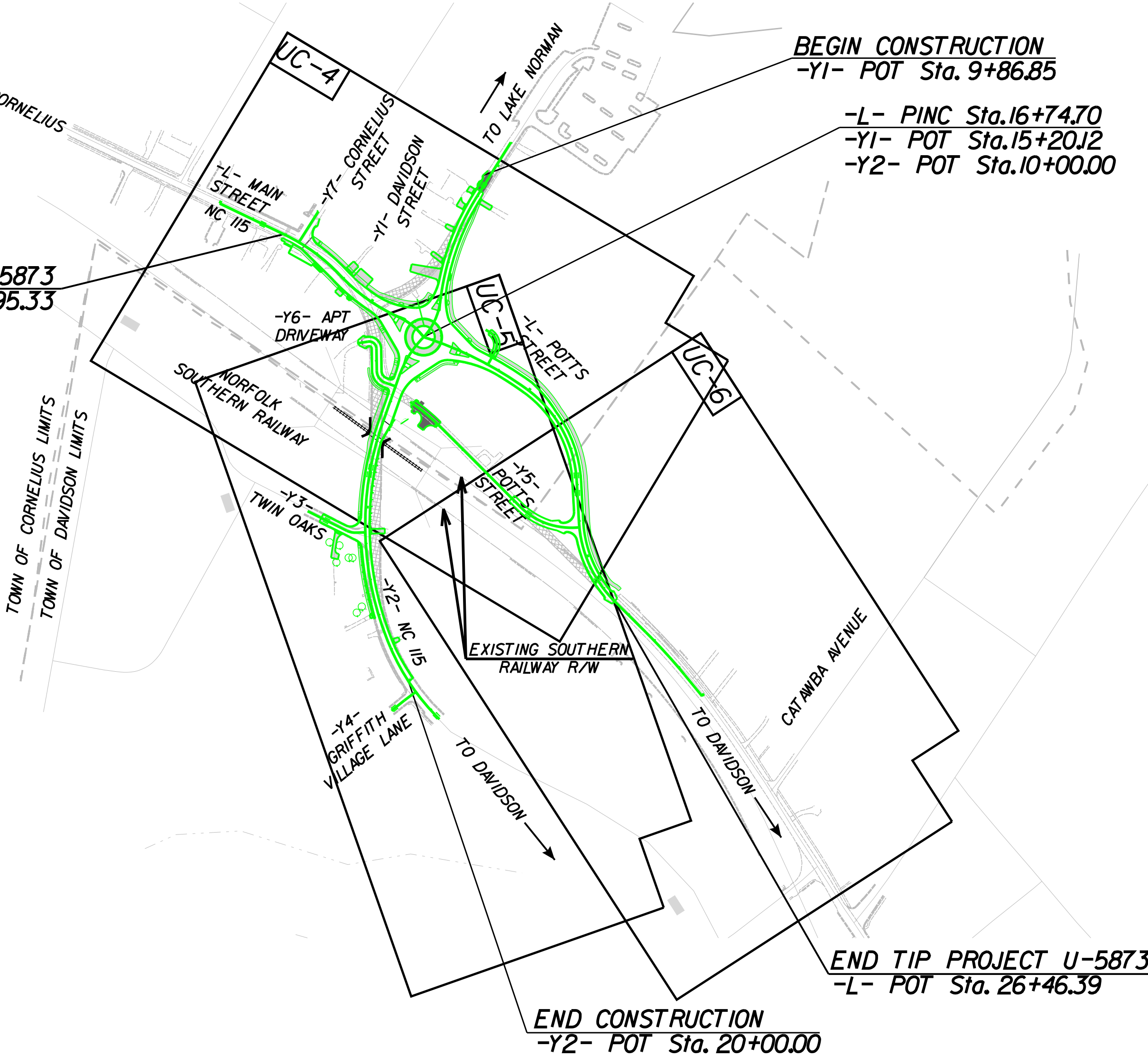
BEGIN TIP PROJECT U-5873  
-L- POT Sta. 11+95.33

A PORTION OF THIS PROJECT IS LOCATED WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWNS OF DAVIDSON AND CORNELIUS

A PORTION OF THIS PROJECT IS LOCATED WITHIN THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD

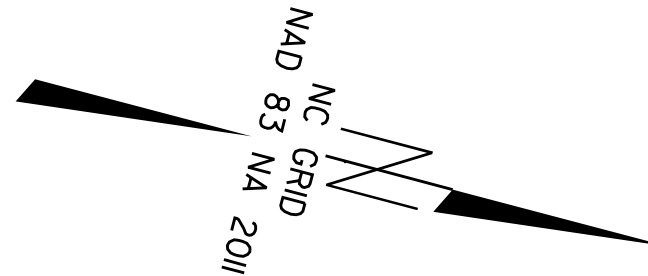
NCDOT CONTACT:  
SEAN EPPERSON, P.E.  
NCDOT - DIVISION 10  
716 W. MAIN STREET  
ALBEMARLE, NC 28001

CONTACT INFORMATION	
OWNER:	CHUCK BLISS, P.E. (704) 336-1012 CBLISS@CI.CHARLOTTE.NC.US
PROJECT ENGINEER:	MATTHEW SHOESMITH, P.E. (704) 954-7490 MATTHEW.SHOESMITH@KIMLEY-HORN.COM 200 SOUTH TRYON STREET, SUITE 200 CHARLOTTE, NORTH CAROLINA 28202

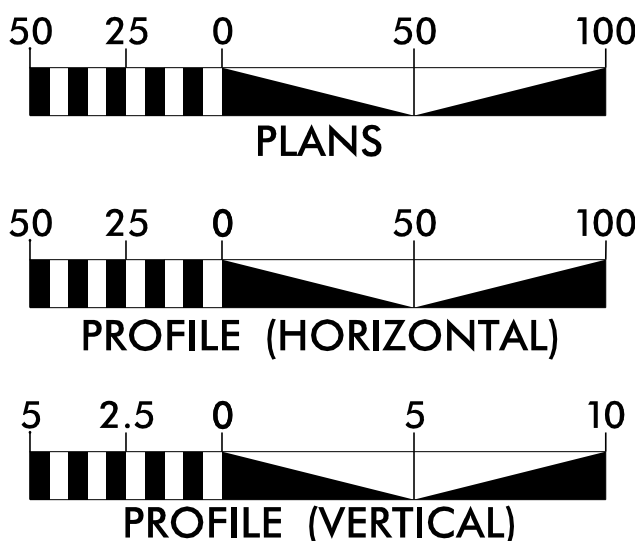


PROJECT REFERENCE NO.	SHEET NO.
U-5873	UC-1

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED



GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	NCDOT SYMOLOGY
UC-2A	PERMIT SHEET
UC-3	GENERAL NOTES
UC-3A THRU UC-3F	STANDARD DETAILS
UC-4 THRU UC-6	UTILITY CONSTRUCTION PLAN
UC-7 THRU UC-8	UTILITY CONSTRUCTION PROFILE

UTILITY OWNERS

WATER - CHARLOTTE WATER  
SEWER - CHARLOTTE WATER

PLANS PREPARED FOR  
THE NCDOT BY:

2018 STANDARD SPECIFICATIONS

Kimley»Horn

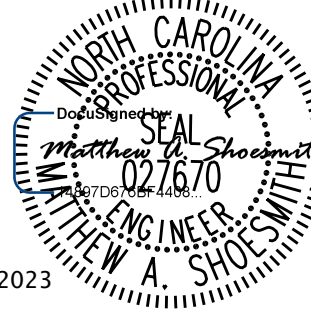
NC LICENSE #F-0102  
200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202  
PHONE: (704) 333-5131

MATTHEW A. SHOESMITH, P.E.  
CONSULTANT CONTACT #1

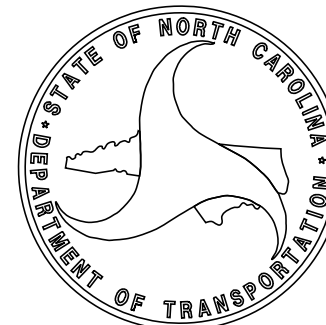
SOPHIA J. JOHNSTON, E.I.  
CONSULTANT CONTACT #2

SEAN EPPERSON, P.E.  
NCDOT CONTACT

SEAL



7/14/2023





5/14/99

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CHARLOTTE, NORTH CAROLINA

APPLICATION FOR NON-DISCHARGE PERMIT  
GRAVITY SEWER MAIN EXTENSION  
CHARLOTTE WATER

PROJECT NAME: NC DOT PROJECT U-5803 POTTS-MAIN CREEK BASIN McDowell

\_\_\_\_\_

\_\_\_\_\_

CLTWater PROJECT NO.: CPM-60-25-226

PROJECT TYPE: ☐ NEW CONSTRUCTION ☒ RELOCATION ☐ MODIFICATION OF PERMIT NO. \_\_\_\_\_  
OTHER \_\_\_\_\_  
VOLUME OF WASTEWATER GENERATED BY THIS PROJECT: 0 GALLONS PER DAY BASED  
ON 190 GAL/DAY/SINGLE FAMILY HOUSEHOLD X \_\_\_\_\_ HOUSEHOLDS OR  
135 GAL/DAY/MULTI-FAMILY UNIT X \_\_\_\_\_ UNITS OR IS BASED ON \_\_\_\_\_

WASTEWATER TREATMENT PLANT RECEIVING WASTEWATER:  
☐ McALPINE CR. (NC0024970) ☐ IRWIN CR. (NC0024945) ☒ McDOWELL CR. (NC0036277)  
  
☐ SUGAR CR. (NC0024937) ☐ MALLARD CR. (NC0030210) ☐ ROCKY CR. (NC0036269)

NATURE OF WASTEWATER 100 % DOMESTIC \_\_\_\_\_ % INDUSTRIAL  
\_\_\_\_\_ % COMMERCIAL \_\_\_\_\_ % OTHER \_\_\_\_\_

ORIGIN OF WASTEWATER ☒ SUBDIVISION ☐ COMMERCIAL  
☐ SCHOOL ☐ INDUSTRIAL  
☐ APARTMENTS/CONDO'S ☐ OTHER \_\_\_\_\_

LIST ANY PARAMETER AND ITS CONCENTRATION THAT WILL BE GREATER THAN NORMAL DOMESTIC LEVELS:  
\_\_\_\_\_  
\_\_\_\_\_

IF WASTEWATER IS NON-DOMESTIC, DESCRIBE LEVEL OF PRETREATMENT:  
\_\_\_\_\_  
\_\_\_\_\_

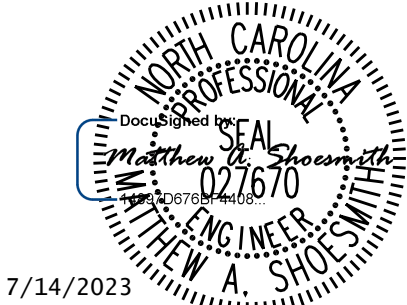
IF A PRETREATMENT PERMIT IS REQUIRED, HAS ONE BEEN ISSUED? ☐ YES ☐ NO

HAS ENGINEER DETERMINED THAT DOWNSTREAM SEWERS ARE CAPABLE TO HANDLE THIS FLOW? ☒ YES ☐ NO  
PERMIT NO. FOR SEWERS IMMEDIATELY DOWNSTREAM \_\_\_\_\_  
PIPE DIAMETER OF SEWERS IMMEDIATELY DOWNSTREAM \_\_\_\_\_  
HAS ENGINEER DETERMINED THAT NC DEM AND CLTWater MINIMUM DESIGN STANDARDS ARE MET BY THIS  
PROJECT? ☒ YES ☐ NO

COMPLETE NAME AND ADDRESS OF ENGINEERING DESIGN FIRM:  
KIMLEY-HORN AND ASSOCIATES  
200 SOUTH TRYON STREET #200  
CHARLOTTE, NORTH CAROLINA 28202  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE (704) 333-5131 \_\_\_\_\_

PROFESSIONAL ENGINEER'S CERTIFICATION  
I, MATTHEW SHOESMITH, ATTEST THAT THIS APPLICATION FOR McDowell Sewer Relocation  
\_\_\_\_\_ HAS BEEN REVIEWED BY ME AND IS ACCURATE AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE. I FURTHER ATTEST THAT TO THE BEST OF MY KNOWLEDGE THE PROPOSED DESIGN HAS BEEN  
PREPARED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS. ALTHOUGH CERTAIN PORTIONS OF THIS SUBMITTAL  
PACKAGE MAY HAVE BEEN DEVELOPED BY OTHER PROFESSIONALS, INCLUSION OF THESE MATERIALS UNDER MY  
SIGNATURE AND SEAL SIGNIFIES THAT I HAVE REVIEWED THIS MATERIAL AND HAVE JUDGED IT TO BE CONSISTENT WITH  
THE PROPOSED DESIGN.  
NORTH CAROLINA PROFESSIONAL ENGINEER'S SEAL, SIGNATURE, AND DATE:



CLTWater PERMIT NO. \_\_\_\_\_ ISSUED \_\_\_\_\_

PLANT FLOW ALLOCATION RECORDED BY: \_\_\_\_\_

PERMIT APPROVED BY: \_\_\_\_\_  
JOSEPH C WILSON, P.E., CHIEF ENGINEER

APPLICATION FOR PERMIT FOR WATER MAIN EXTENSION

PROJECT NAME: NC DOT PROJECT U-5803 POTTS-MAIN

\_\_\_\_\_

\_\_\_\_\_

CLTWater PROJECT NO.: CPM-60-25-226

PROJECT DESCRIPTION: Replace approx. 313 LF of 6" DI PC 350, 1,182 LF of 8" DI  
PC 350, and 496 LF of 16" DI PC 350 Water Main and  
Appurtenances along new Potts-Main Roundabout.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESIGNED BY: FIRM: KIMLEY-HORN AND ASSOCIATES

ENGINEER: MATTHEW SHOESMITH

ADDRESS: 200 SOUTH TRYON STREET #200  
CHARLOTTE, NORTH CAROLINA 28202

PHONE: (704) 333-5131

THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE  
NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS.  
CLTWater HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO  
15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS  
AND SPECIFICATIONS APPROVED BY CLTWater WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL  
OF CLTWater OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE  
STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING  
AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE  
WITH APPROVED PLANS AND SPECIFICATIONS.

PERMIT NO. \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_

JOSEPH C WILSON, P.E., CHIEF ENGINEER  
CHARLOTTE WATER  
5100 BROOKSHIRE BLV

PREPARED BY: <b>Kimley»Horn</b> 421 FAYETTEVILLE STREET, SUITE 600 RALEIGH, NC 27601	PROJECT REFERENCE NO. U-5873		SHEET NO. UC-2A	
	DESIGNED BY: MAS			
	DRAWN BY: SJJ			
	CHECKED BY: DCS			
	APPROVED BY:			
	REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/14/2023		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY		

UTILITY CONSTRUCTION










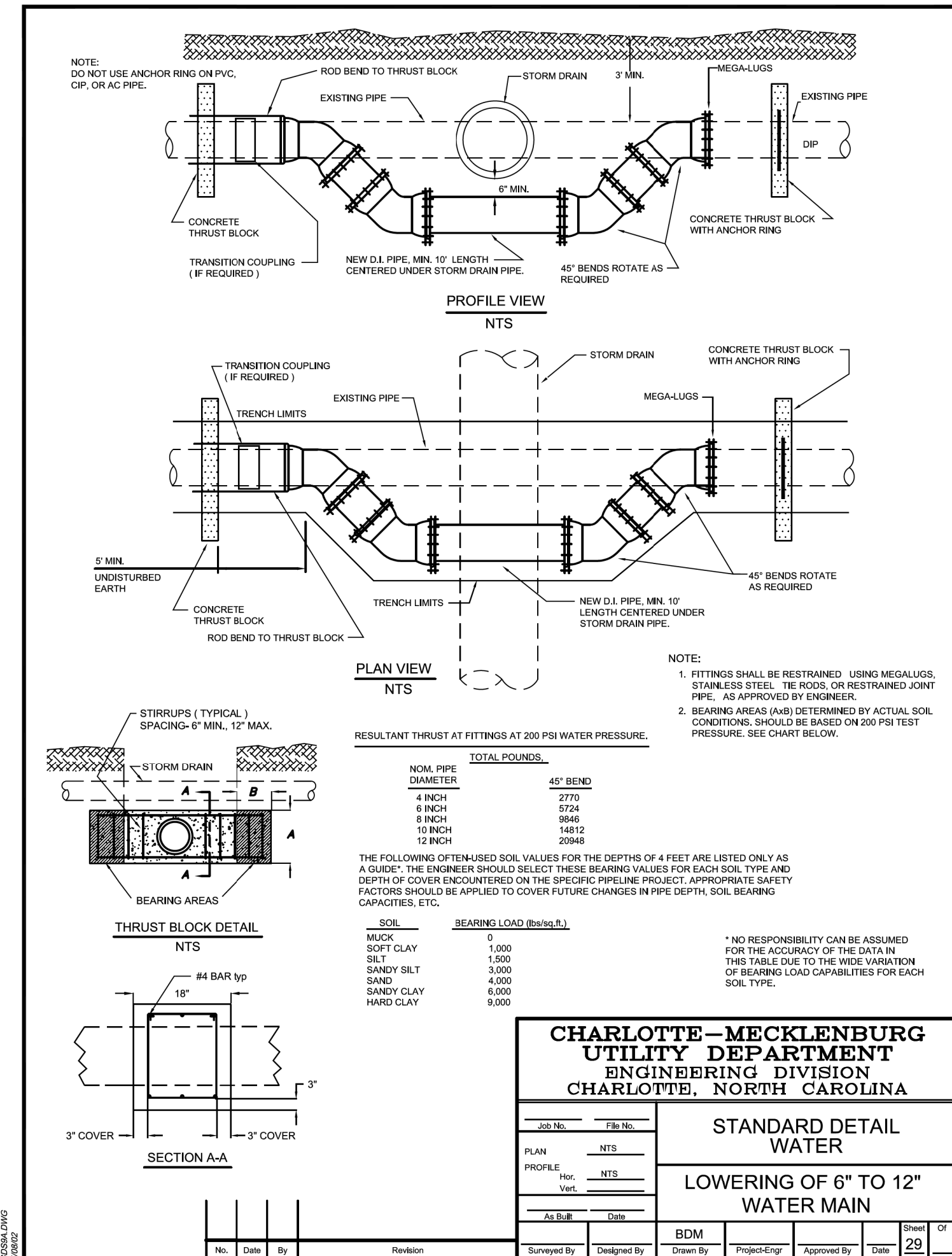
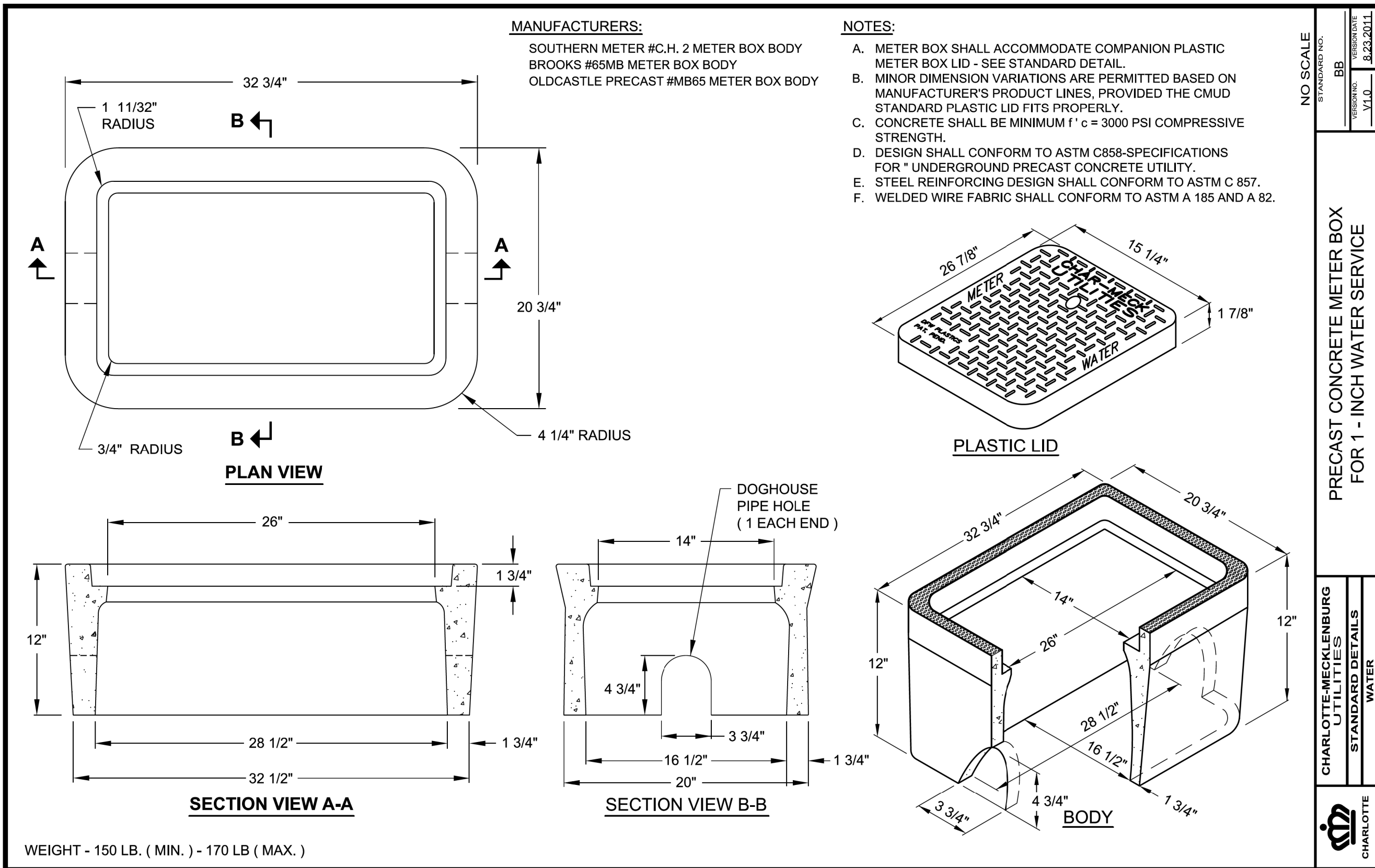
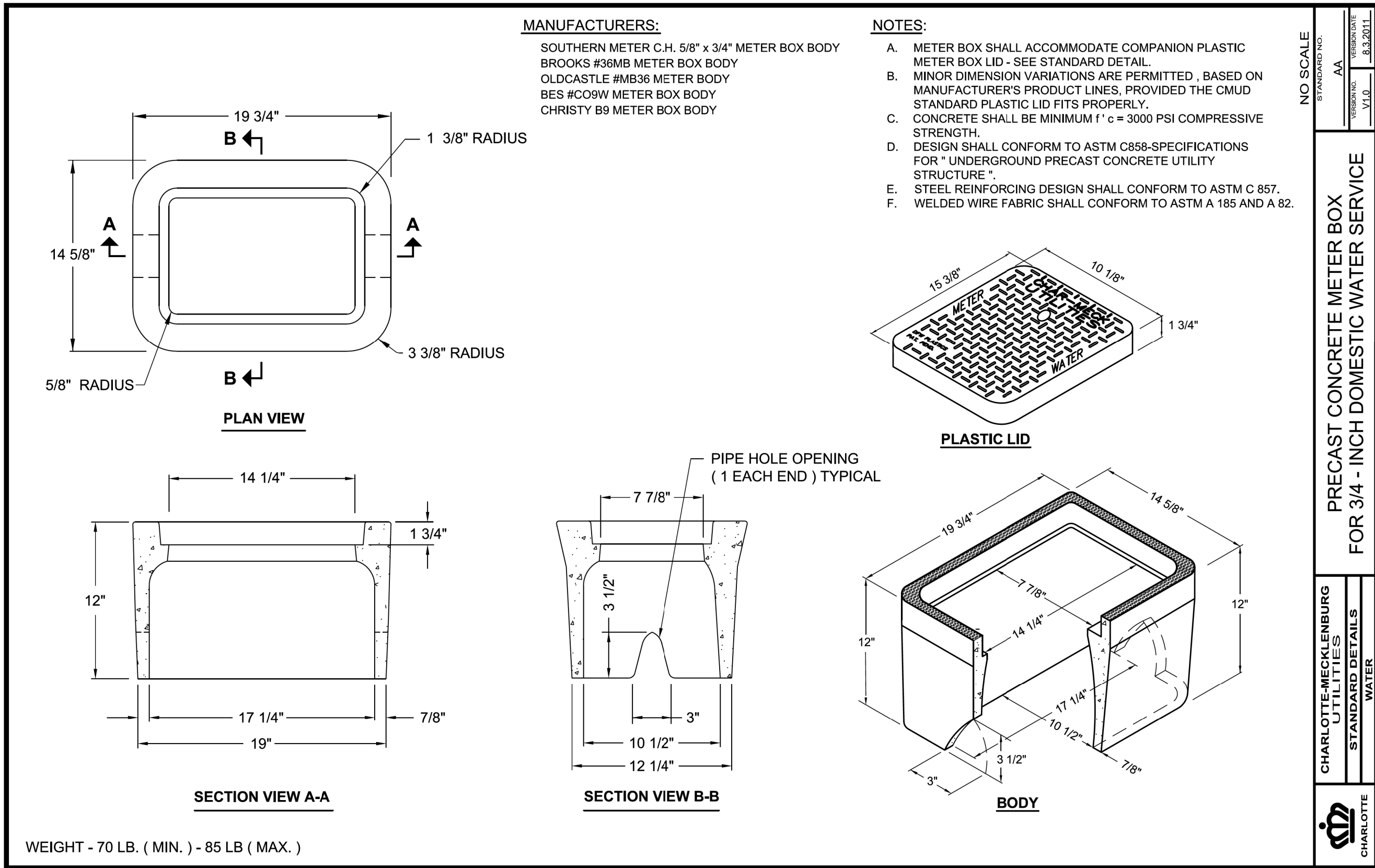
5/14/99

August 28, 2023  
Resolution Book 54, Page 286A

PREPARED BY:  
**Kimley»Horn**  
© 2020  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

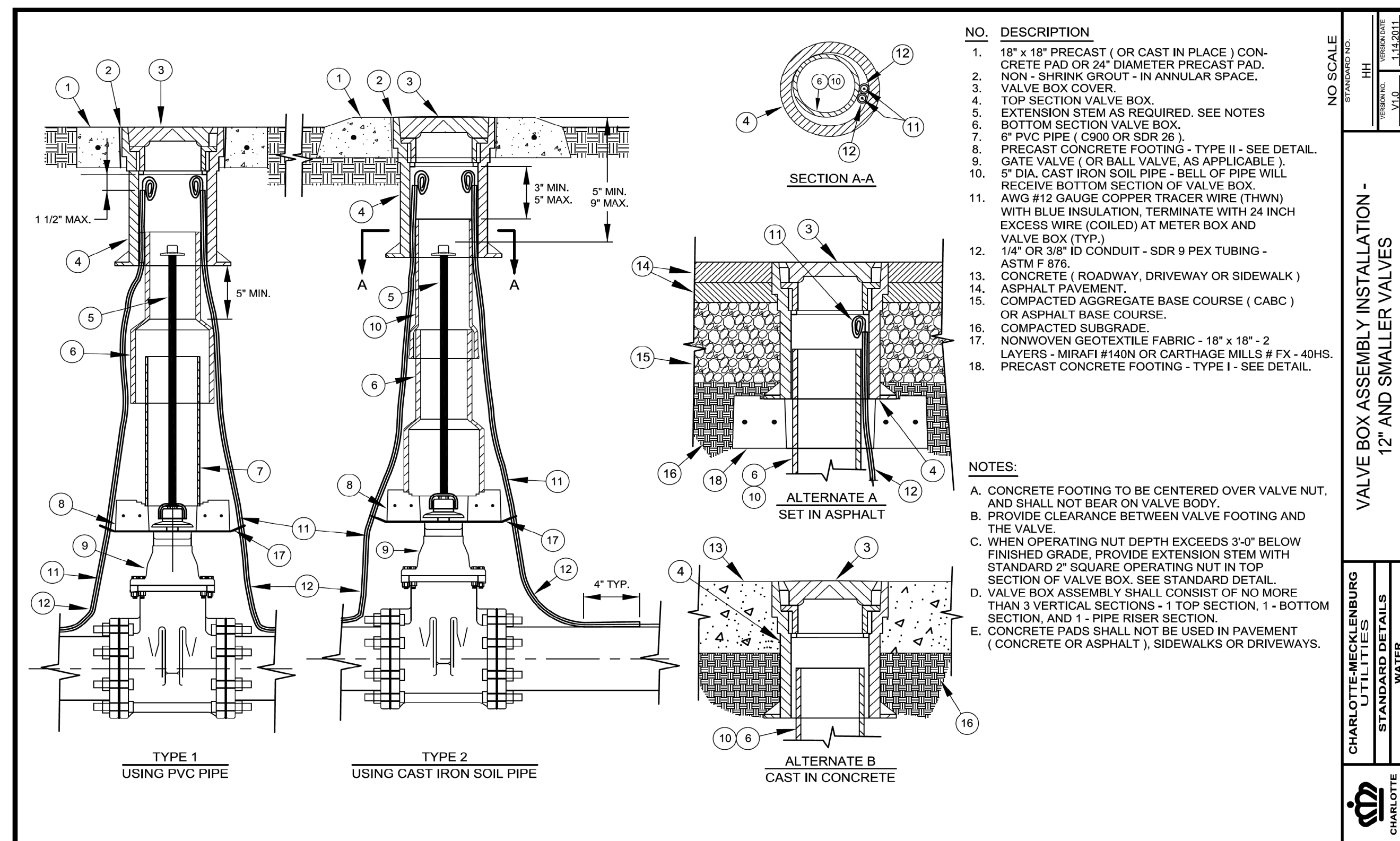
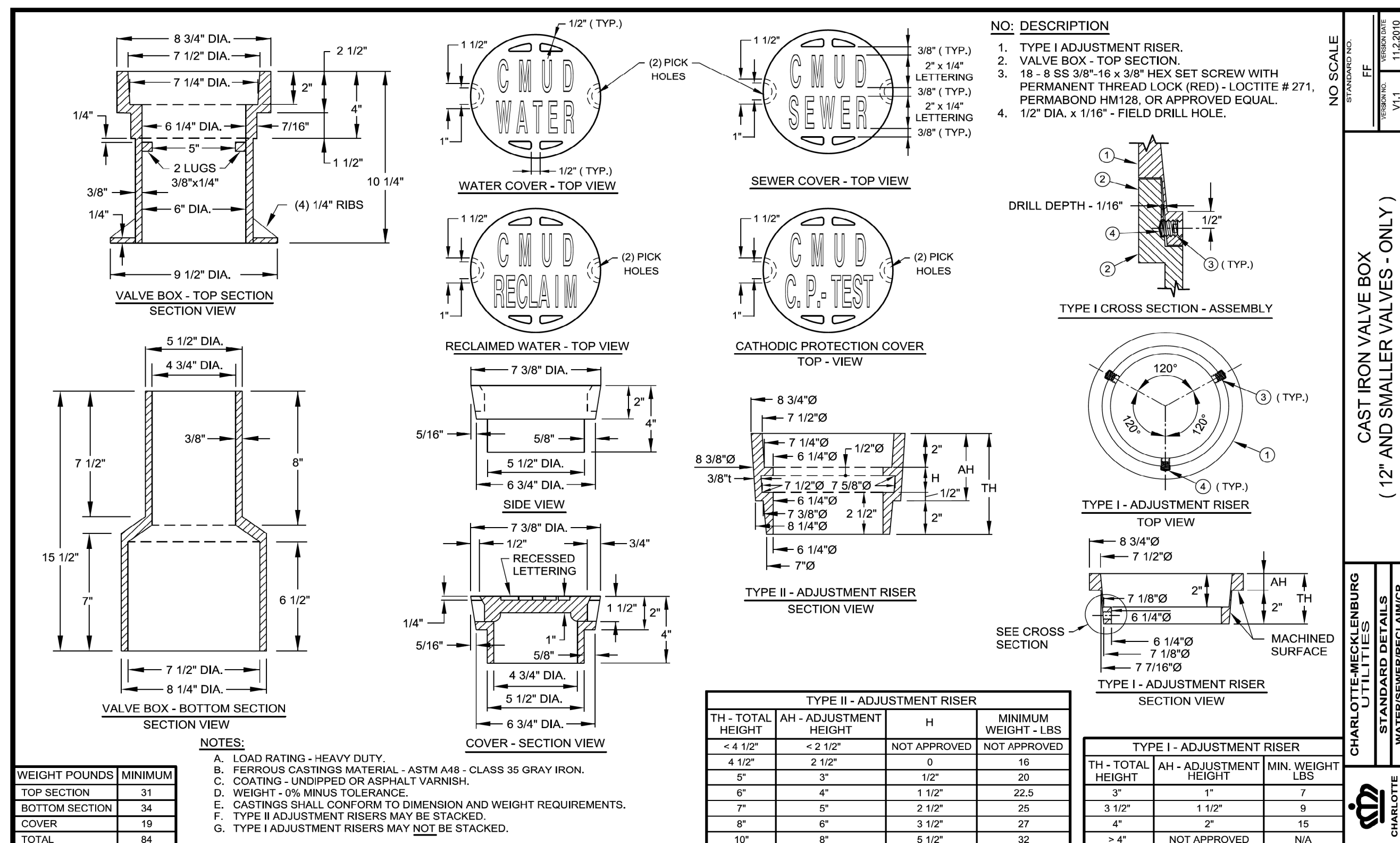
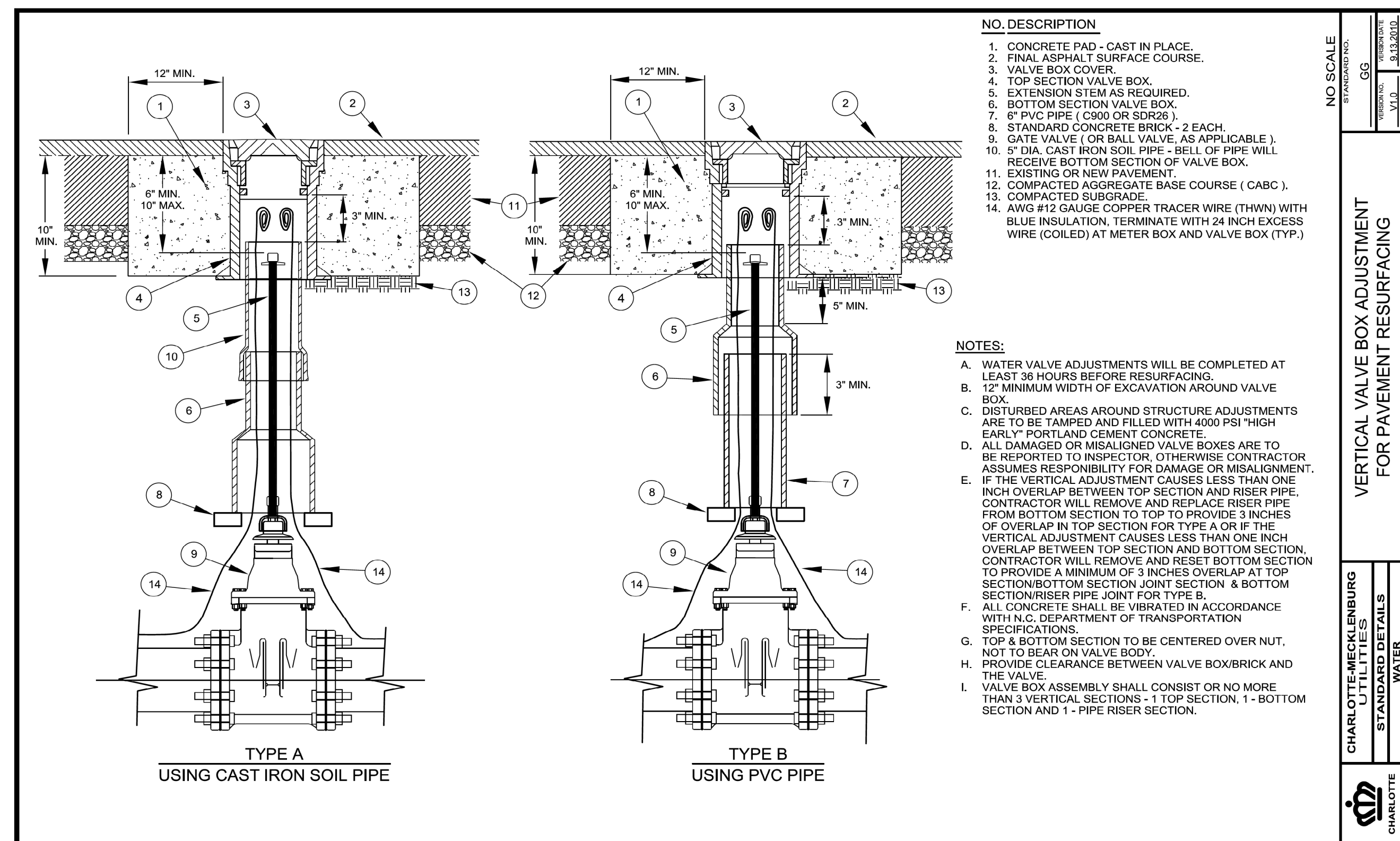
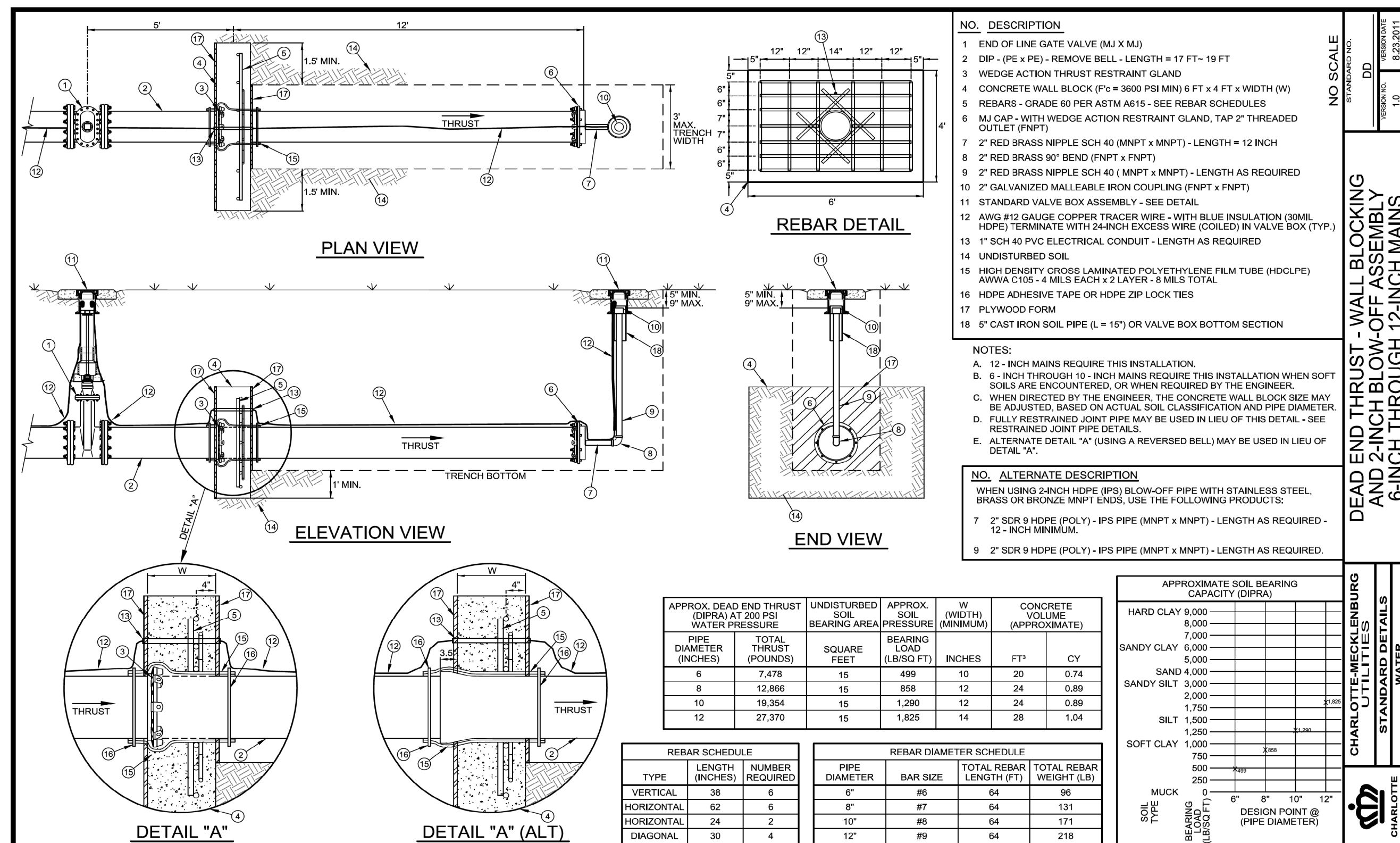
PROJECT REFERENCE NO.		SHEET NO.	
U-5873		UC-3A	
DESIGNED BY: MAS			
DRAWN BY: SJJ			
CHECKED BY: DCS			
APPROVED BY:			
REVISED:		NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.		UTILITY CONSTRUCTION	
PHONE: (919) 707-6690		PLANS ONLY	
FAX: (919) 250-4151			

## UTILITY CONSTRUCTION



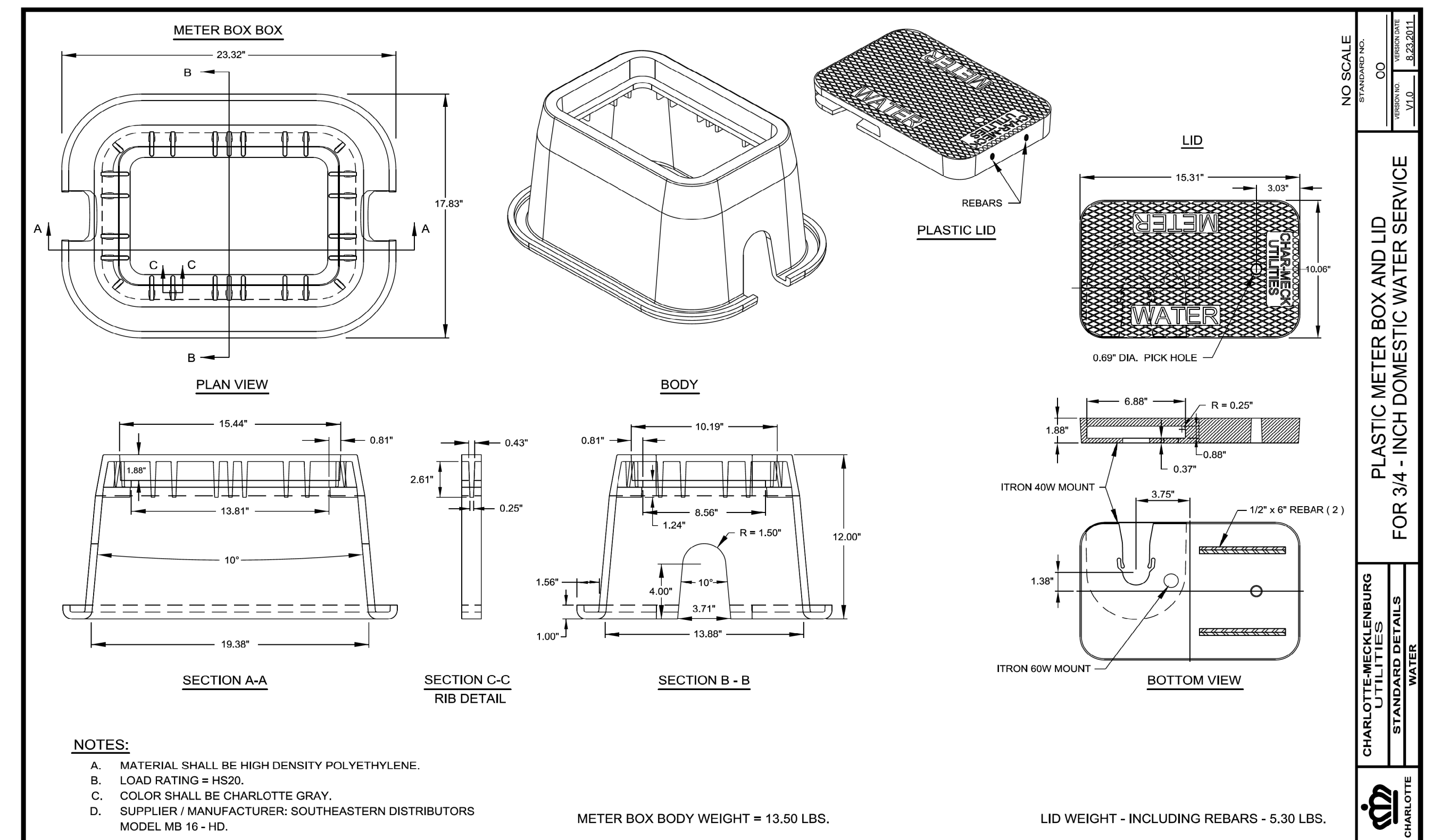
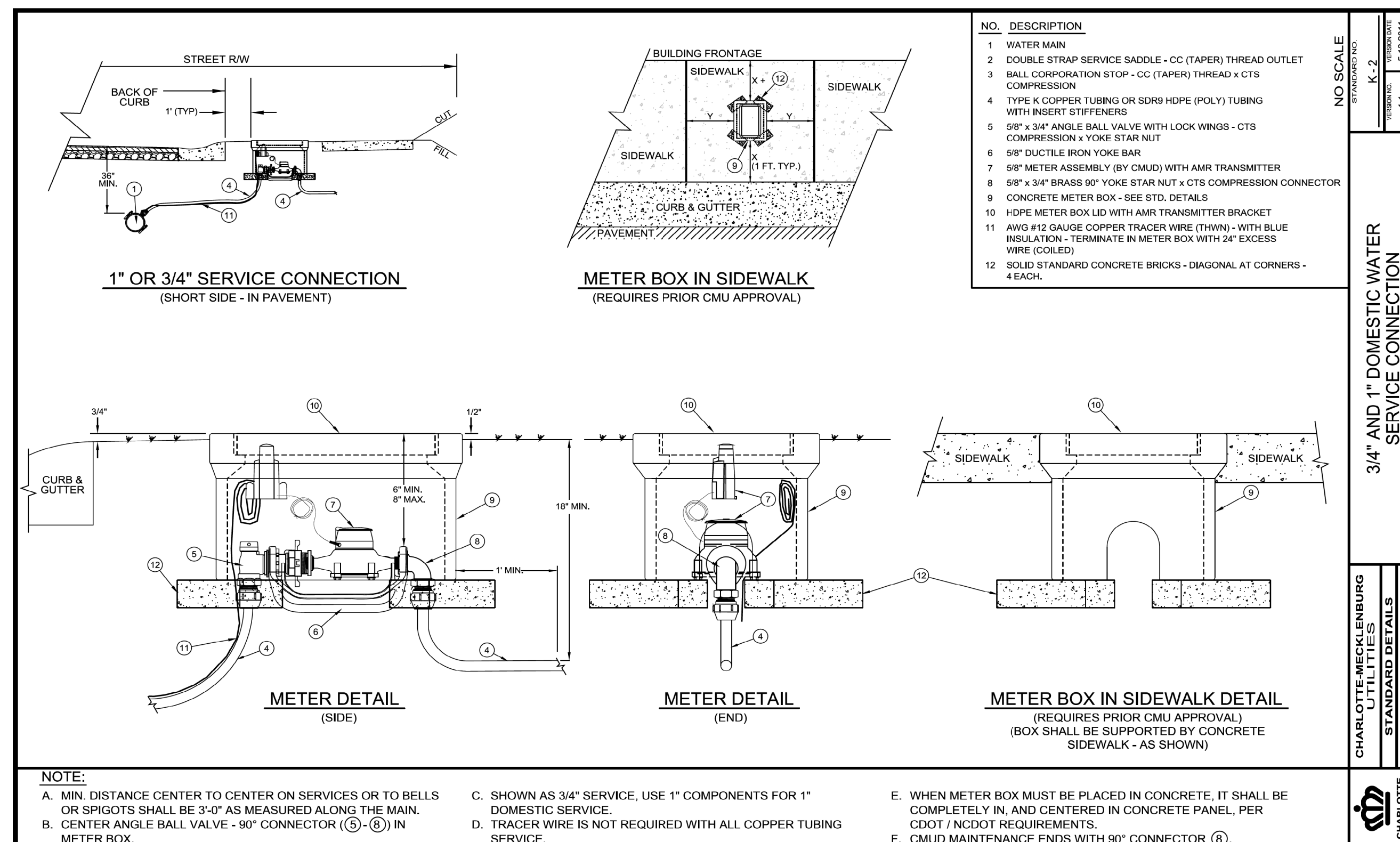
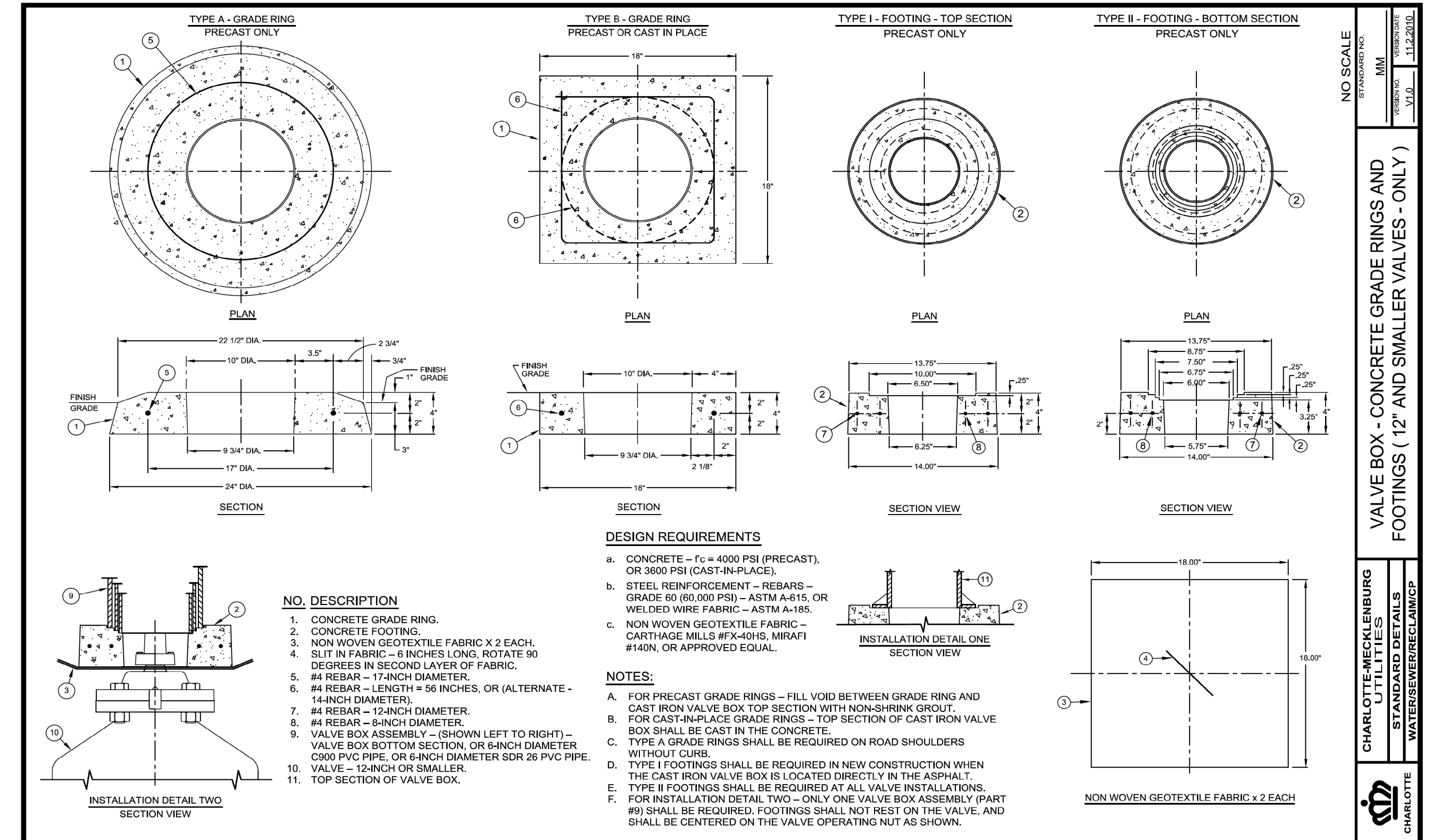
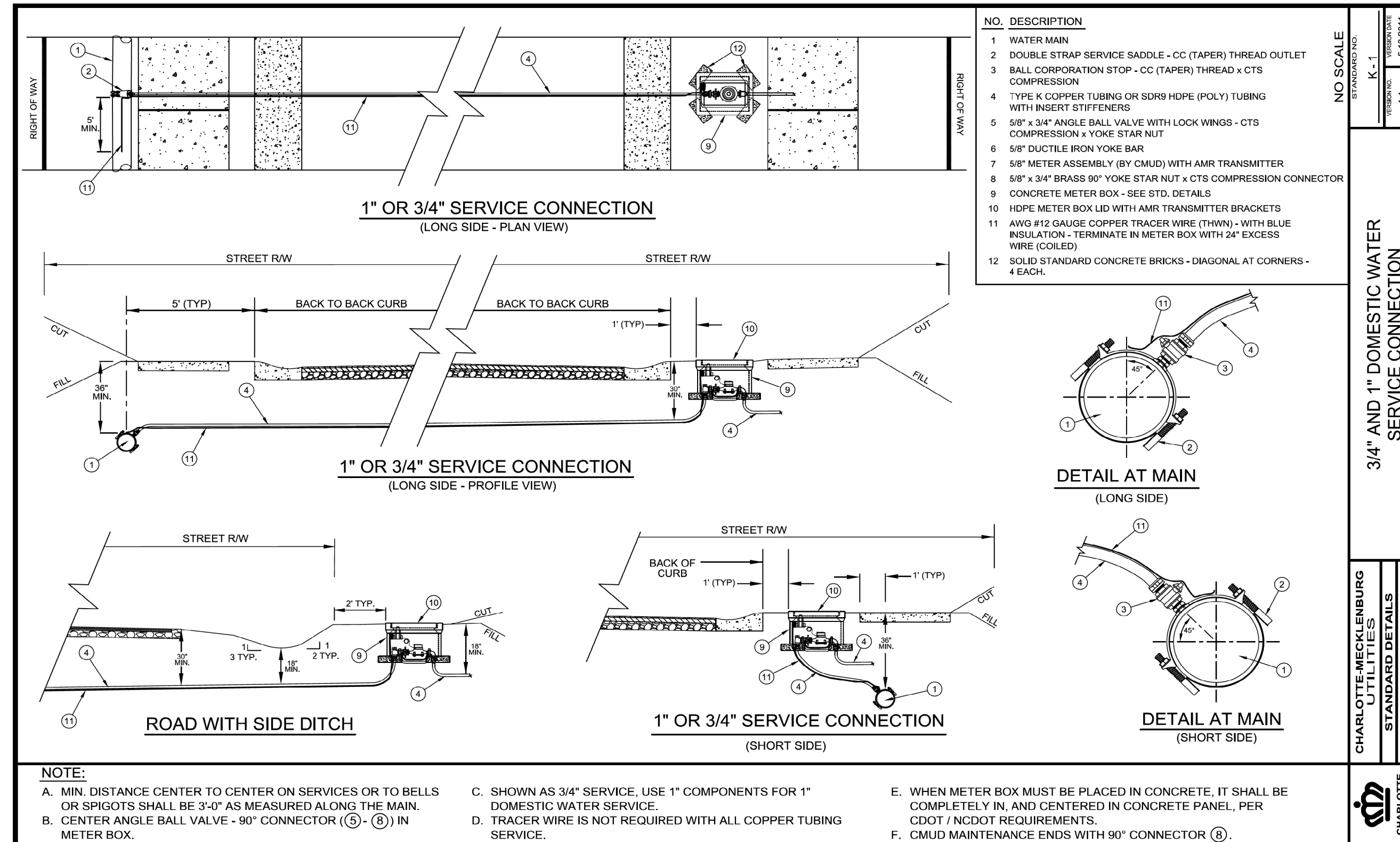


## UTILITY CONSTRUCTION





## UTILITY CONSTRUCTION





5/14/2019

August 28, 2023  
Resolution Book 54, Page 286A

PREPARED BY:

**Kimley»Horn**  
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421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

PROJECT REFERENCE NO.

U-5873

SHEET NO.

UC-3D

DESIGNED BY: MAS

DRAWN BY: SJJ

CHECKED BY: DCS

APPROVED BY:

REVISED:

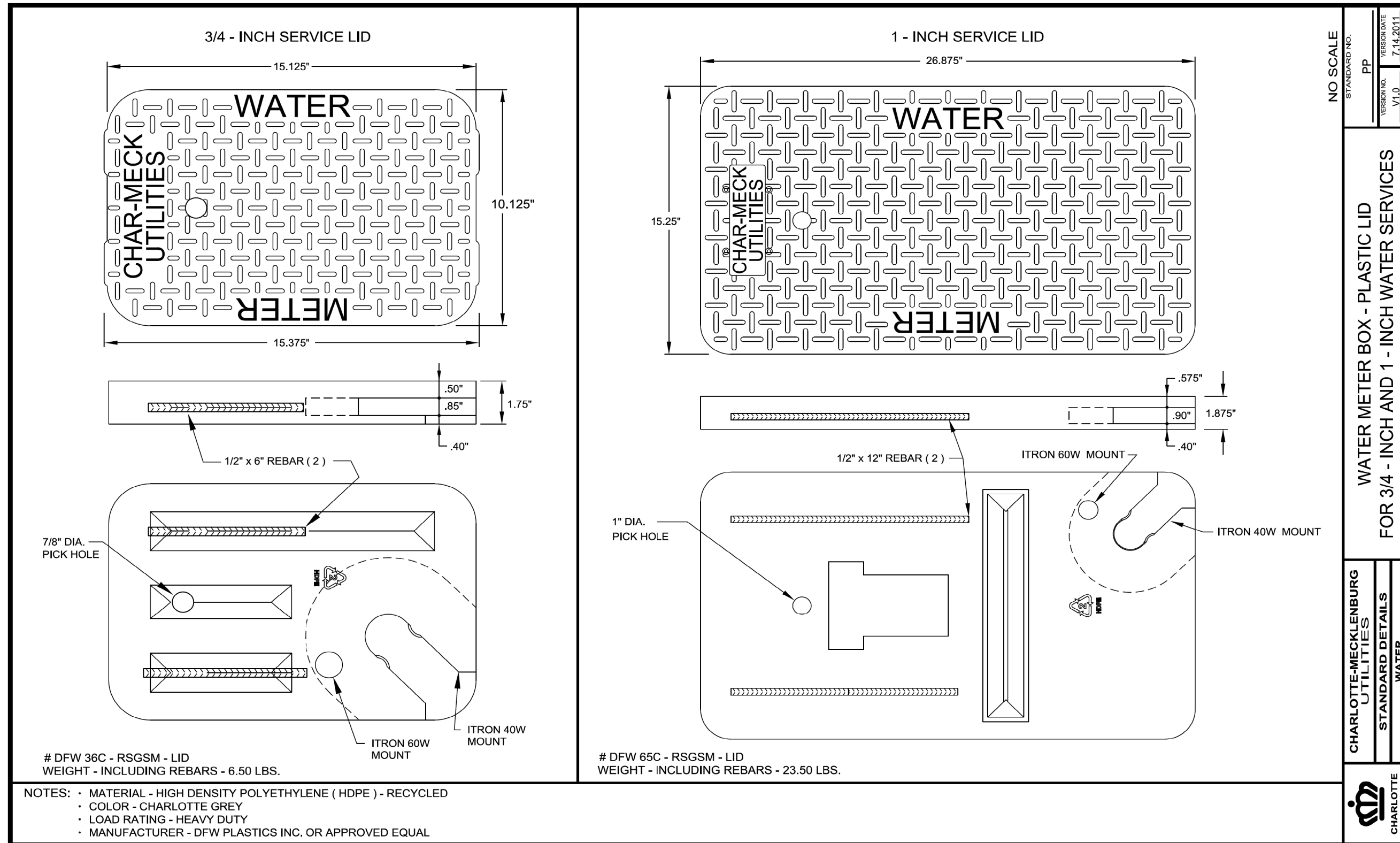
NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION

UTILITIES ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151

Matthew A. Smith  
Professional Engineer  
No. 027670  
7/14/2019

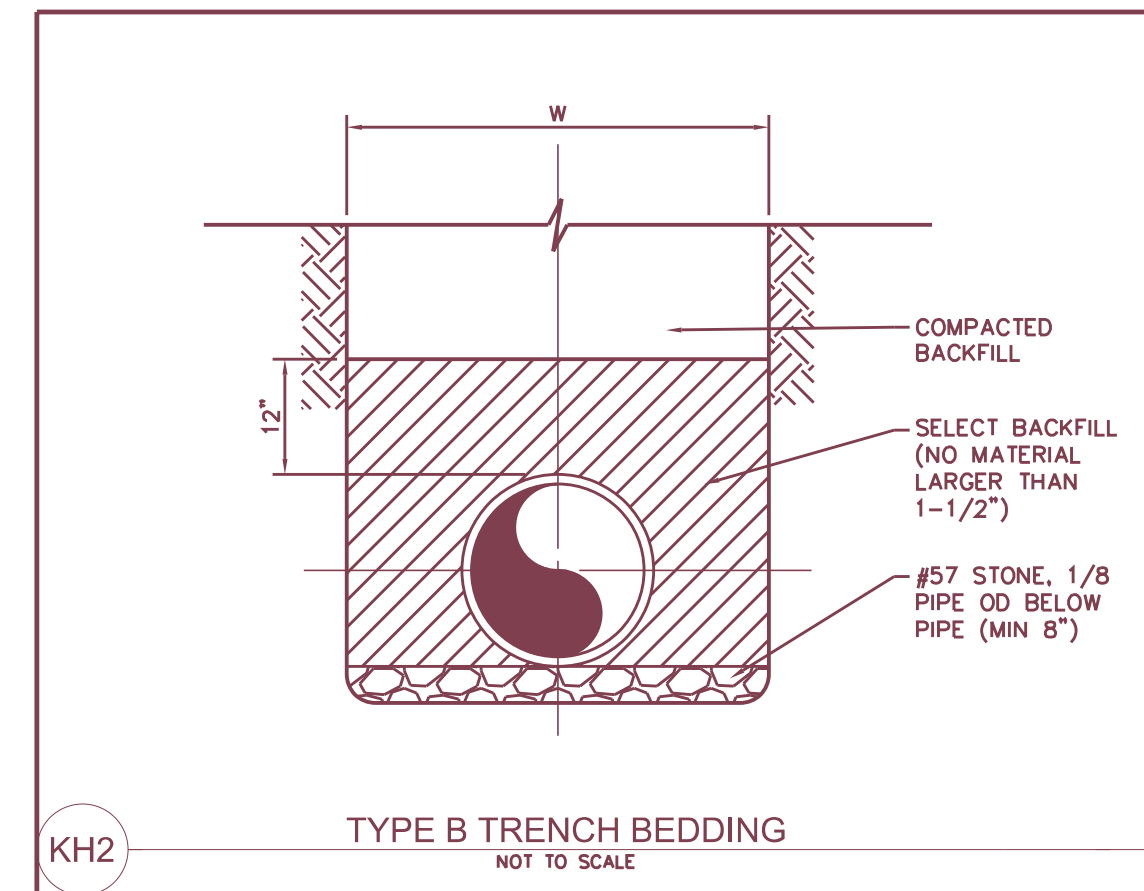
UTILITY CONSTRUCTION  
PLANS ONLY

## UTILITY CONSTRUCTION



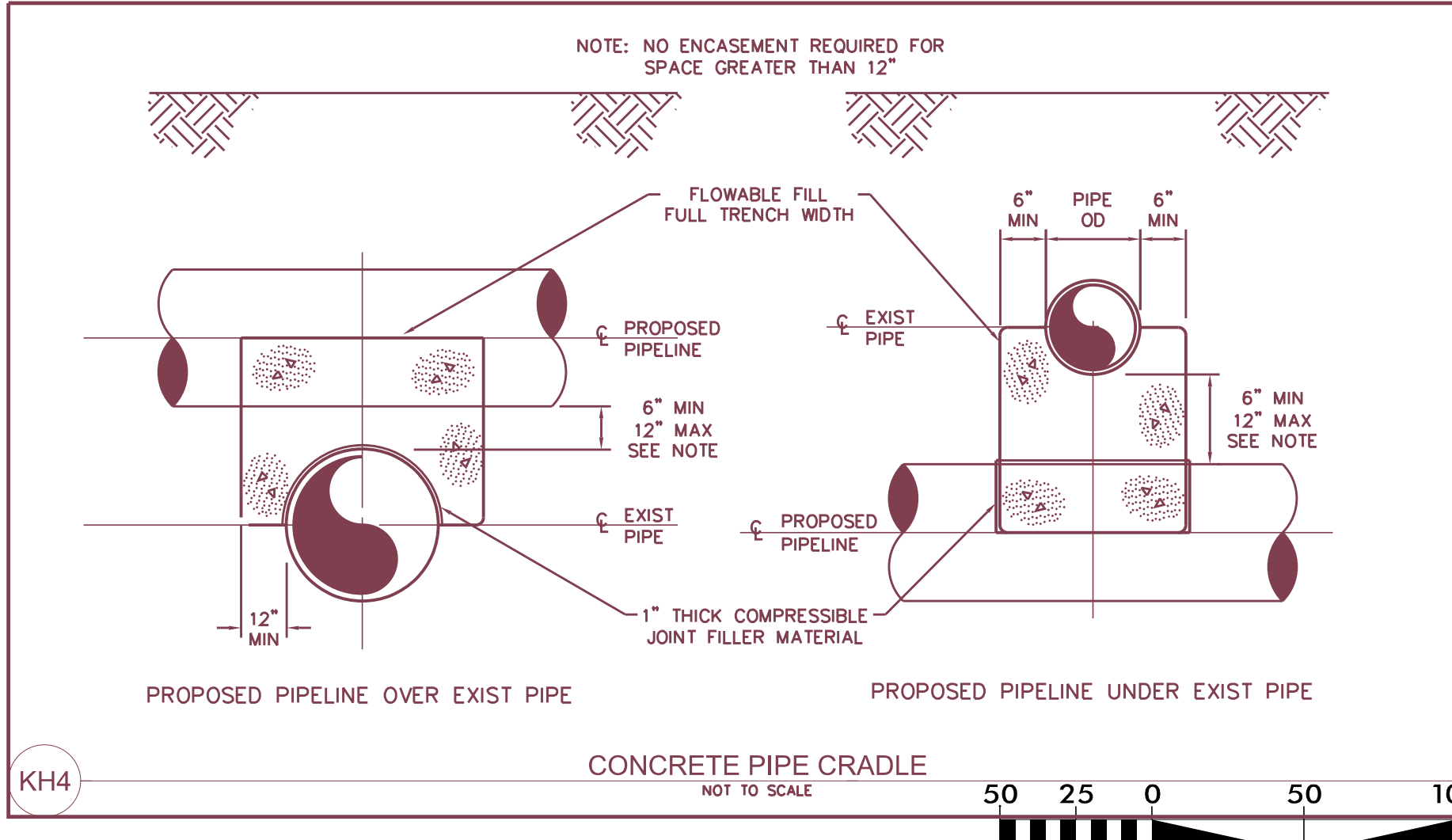
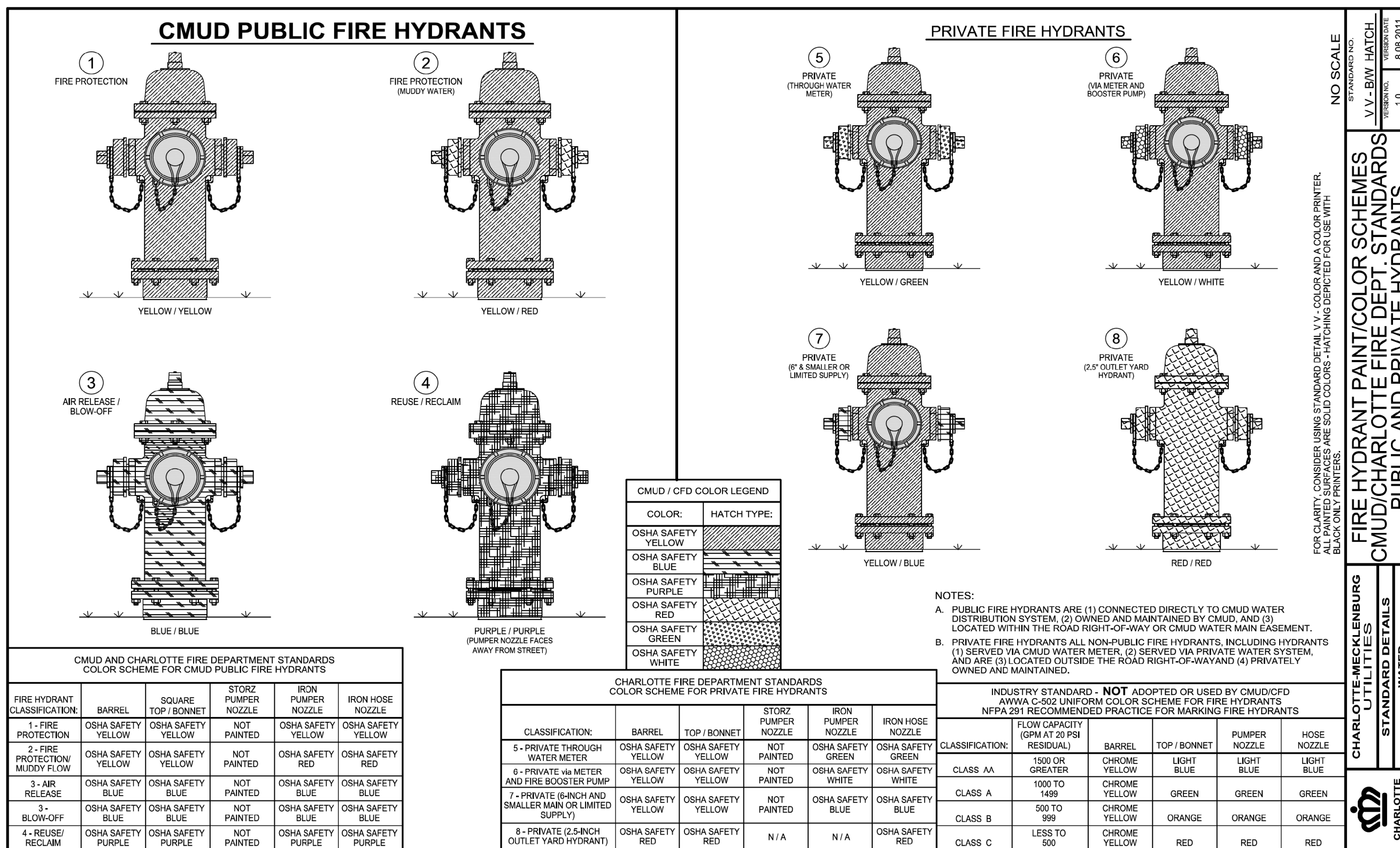
TRENCH EXCAVATION LIMITS		
INTERNAL DIAMETER OF PIPE	W	S
	MAX	W=MIN
4"-6"	3'-9"	2'-0"
8"-10"	3'-9"	2'-2"
12"	3'-9"	0.0+2'
14"-16"	4'-2"	0.0+2'
18"	4'-4"	0.0+2'
20"-21"	4'-8"	0.0+2'
24"	4'-11"	0.0+2'
27"	5'-9"	0.0+2'
30"	6'-7"	0.0+2'
36"	7'-4"	0.0+2'
42"	8'-2"	0.0+2'
48"	8'-9"	0.0+2'
54"	9'-4"	0.0+2'
60"	9'-10"	0.0+2'
72"	11'-0"	0.0+2'
78"	11'-8"	0.0+2'
84"	12'-0"	0.0+2'
90"	12'-6"	0.0+2'
96"	13'-0"	0.0+2'
108"	14'-0"	0.0+2'
DEPTH OF CUT	S	
	MAXIMUM PAVEMENT REPLACEMENT WIDTH	
0'-5'	S=W+4'	
>6'-8'	S=W+8'	
>8'-10'	S=W+12'	
>10'-12'	S=W+16'	
>12'-14'	S=W+20'	
>14'-16'	S=W+24'	
>16'-18'	S=W+28'	
>18'	S=W+32'	

W = TRENCH WIDTH AT BOTTOM OF PIPE. TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.



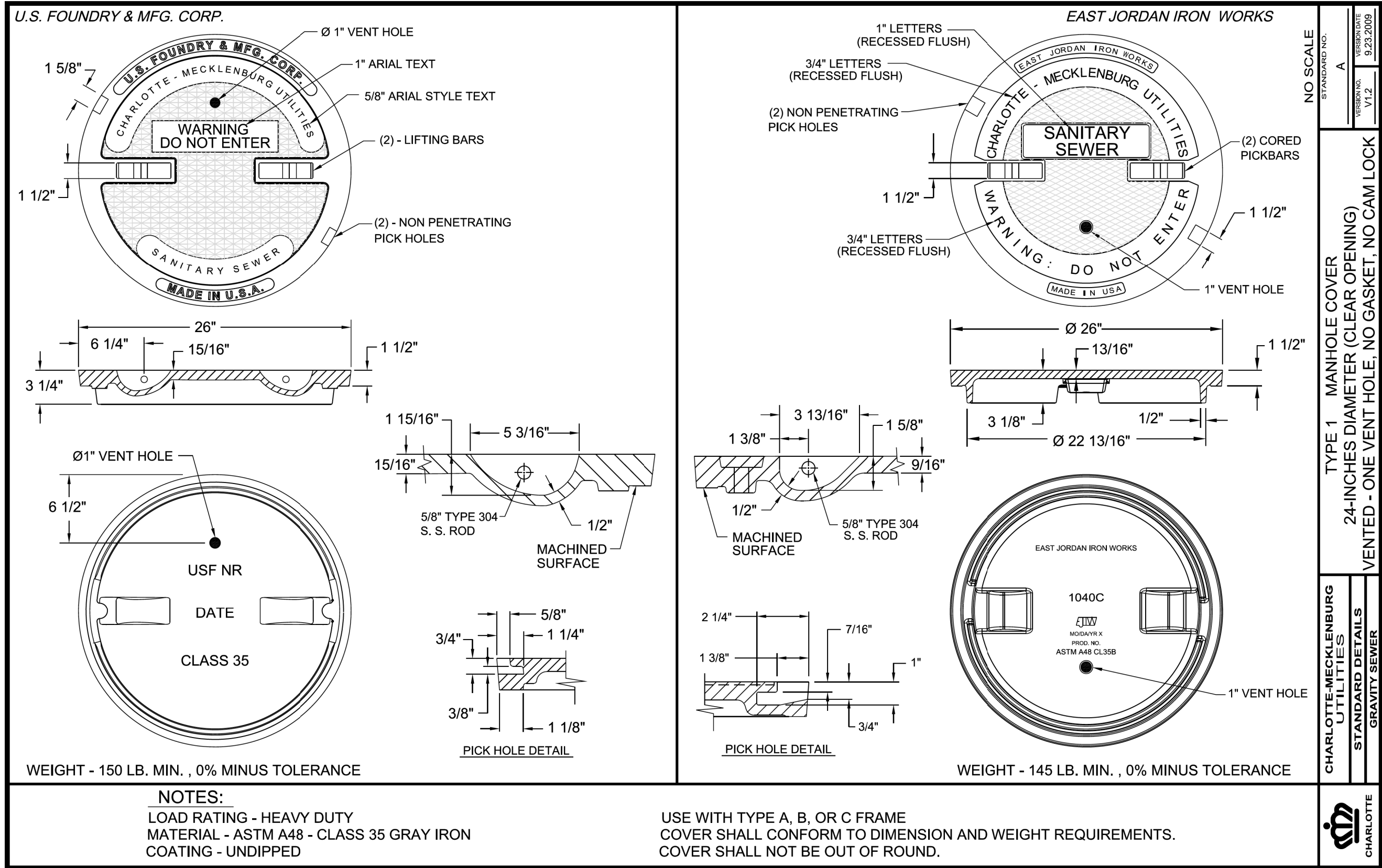
### TRENCH EXCAVATION LIMITS

KH3





5/14/99



PREPARED BY:

**Kimley»Horn**

421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

PROJECT REFERENCE NO. U-5873

SHEET NO. UC-3E

DESIGNED BY: MAS

DRAWN BY: SJJ

CHECKED BY: DCS

APPROVED BY:

REVISED:

NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION

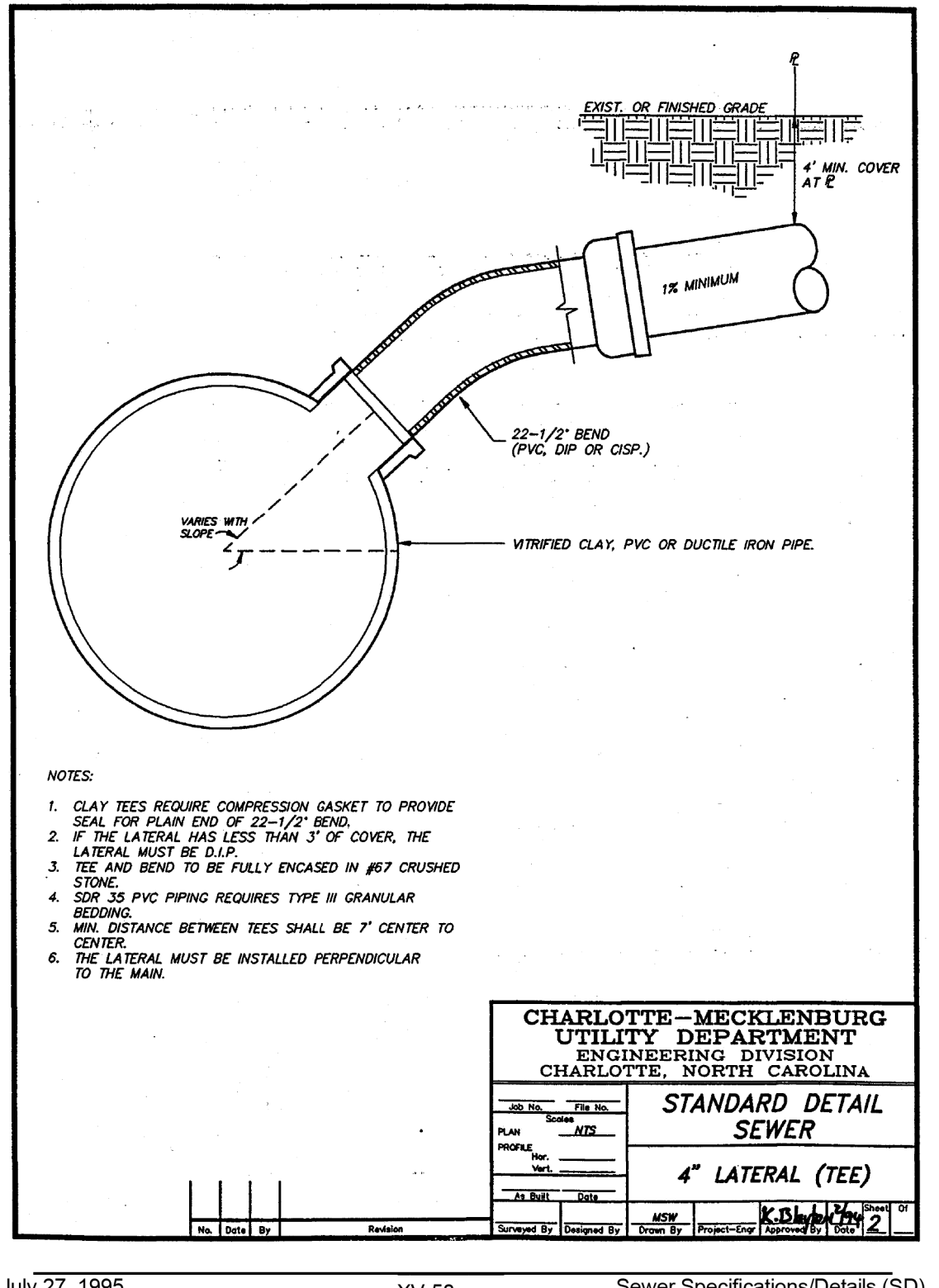
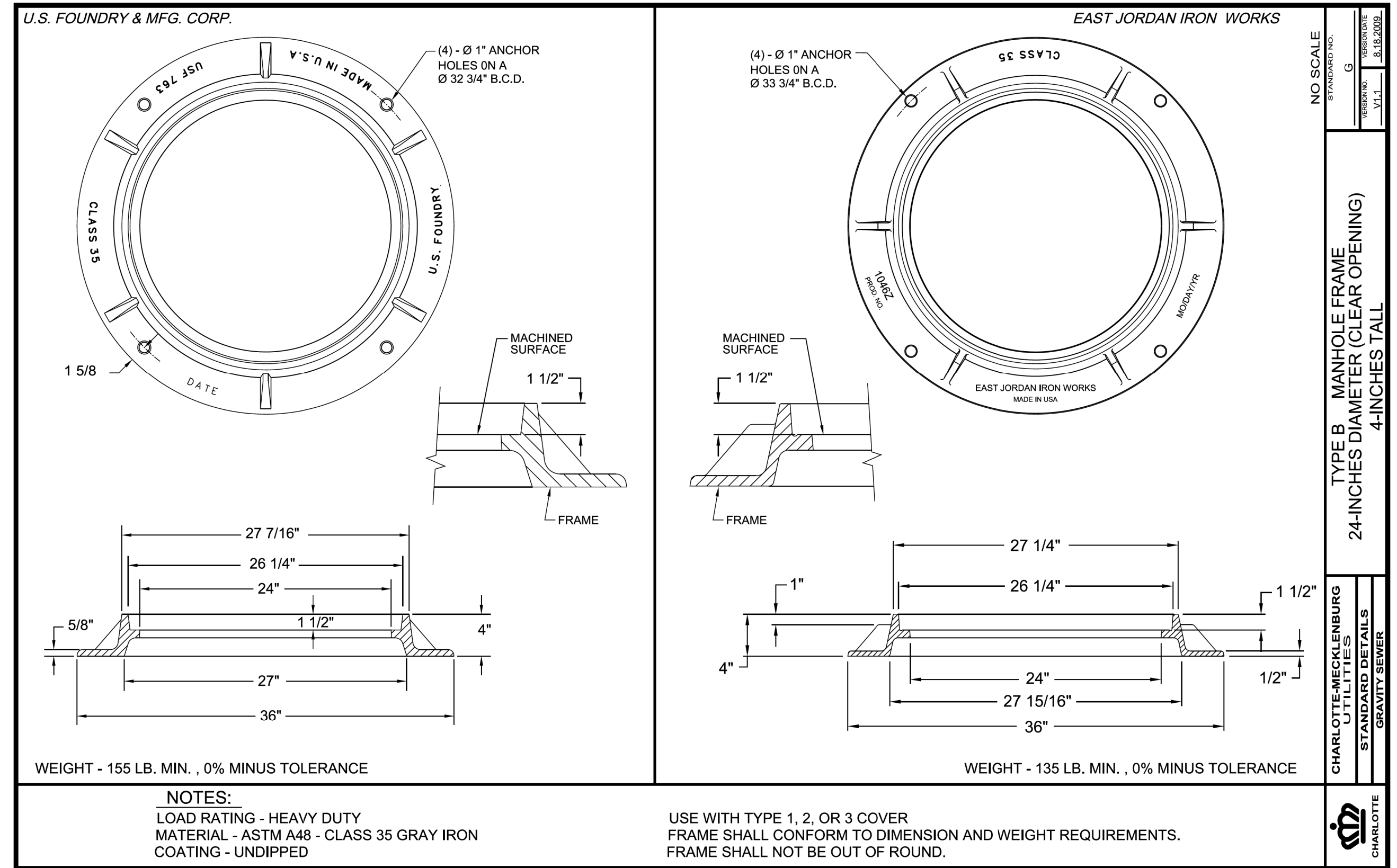
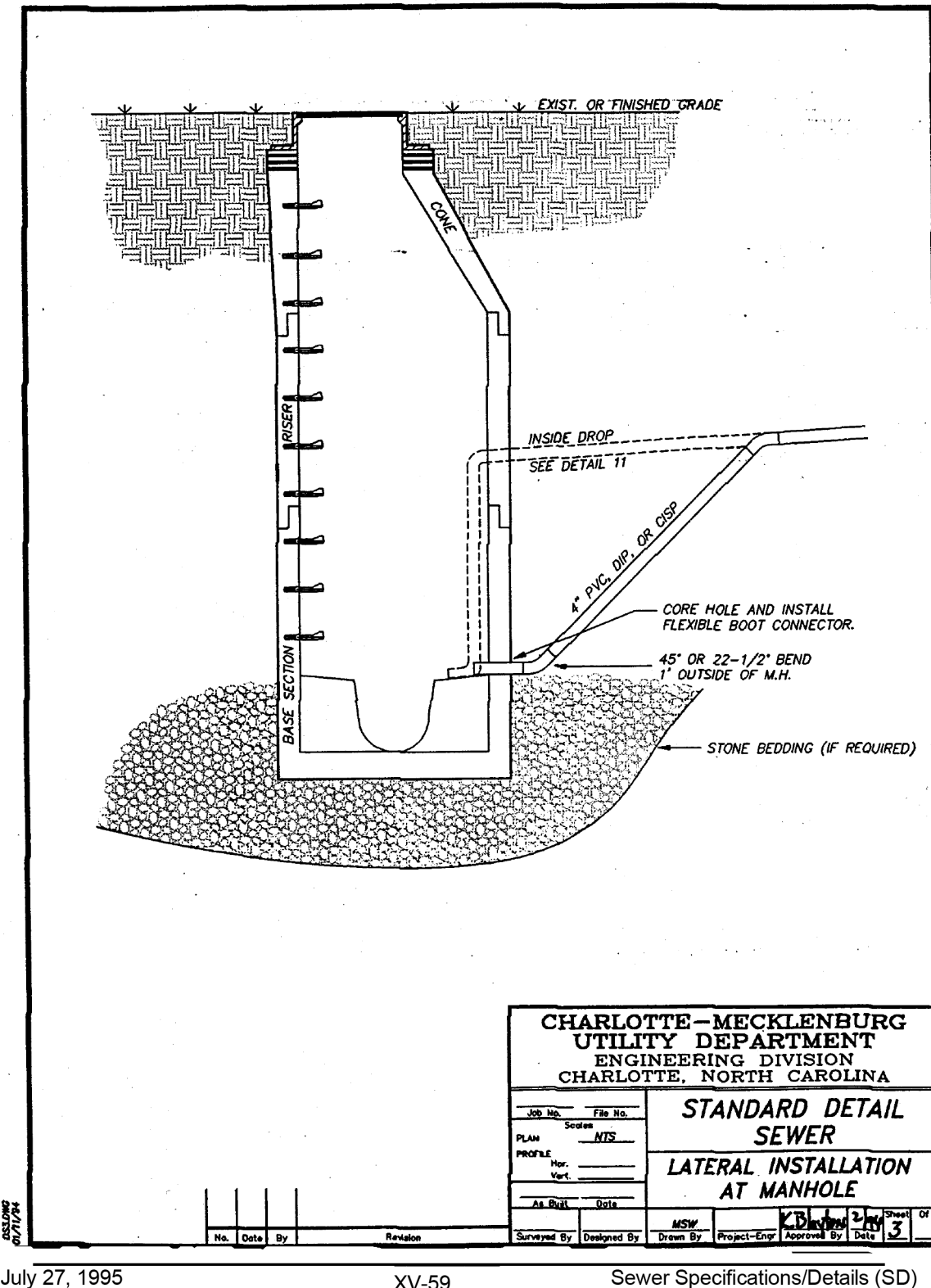
UTILITY CONSTRUCTION  
PLANS ONLY

UTILITY ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151

4/2023

SEAL  
Matthew A. Shoemaker  
Professional Engineer  
No. 1670  
State of North Carolina

UTILITY CONSTRUCTION  
PLANS ONLY





5/14/99

August 28, 2023  
Resolution Book 54, Page 286A

PREPARED BY:  
**Kimley»Horn**  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

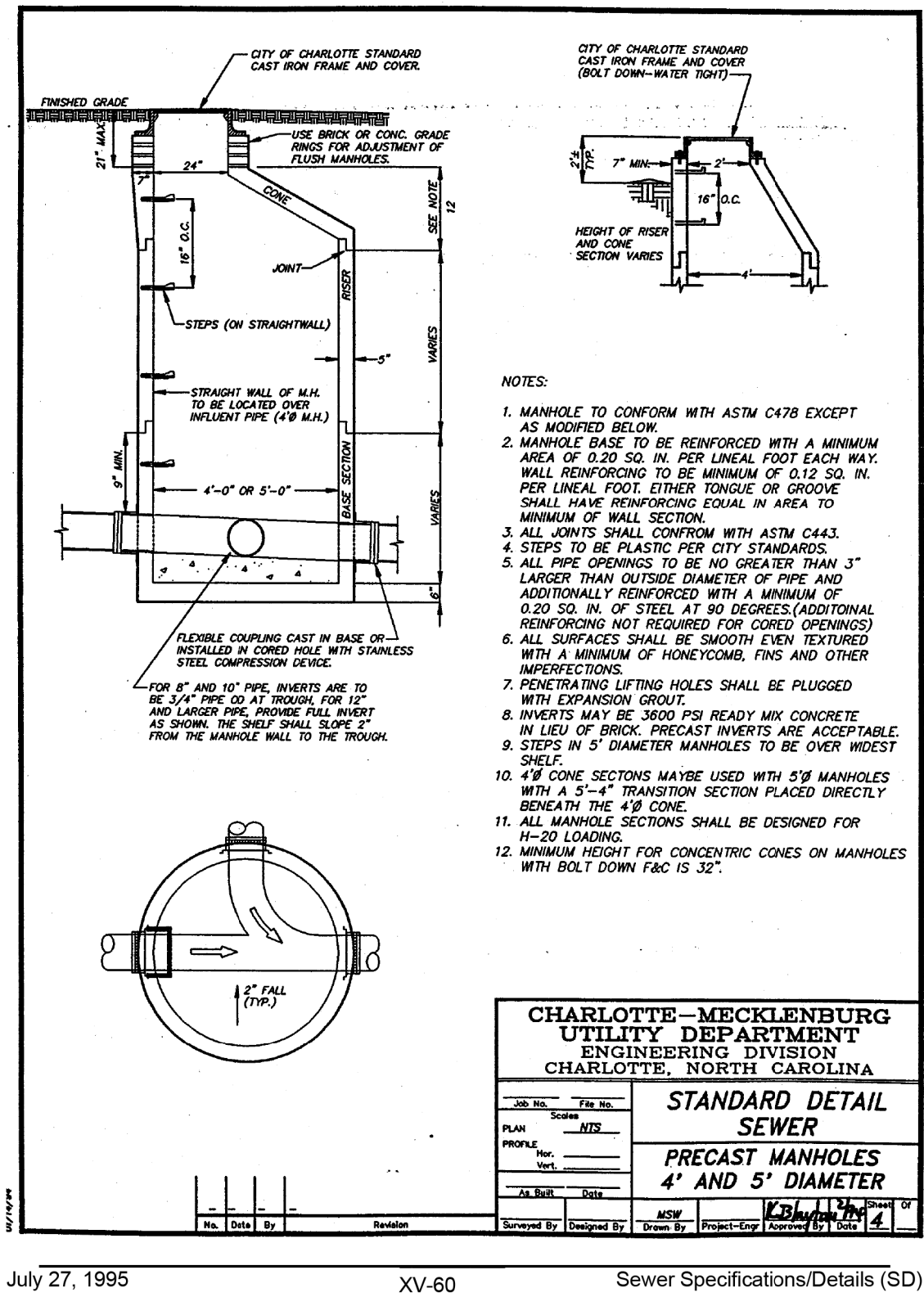
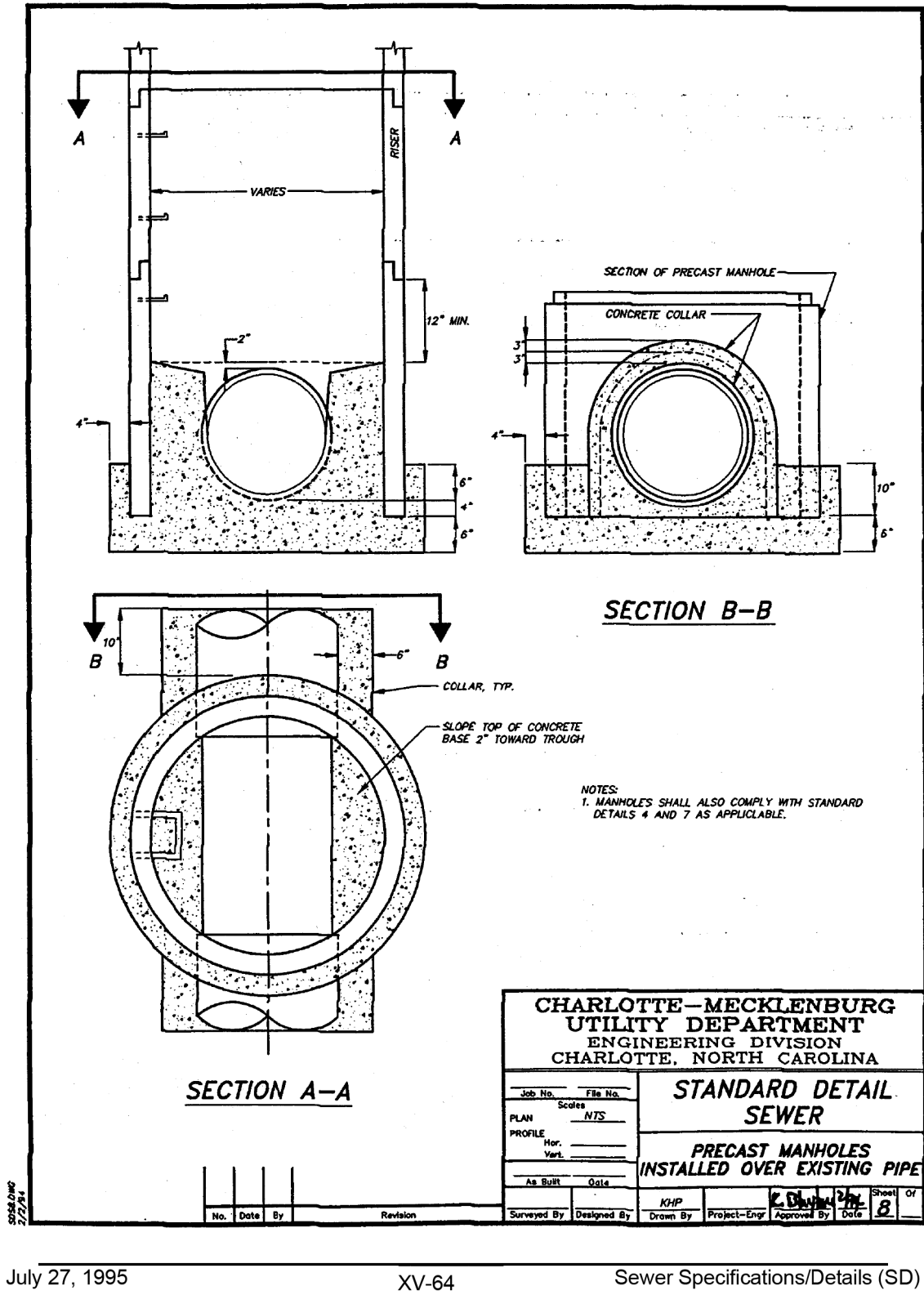
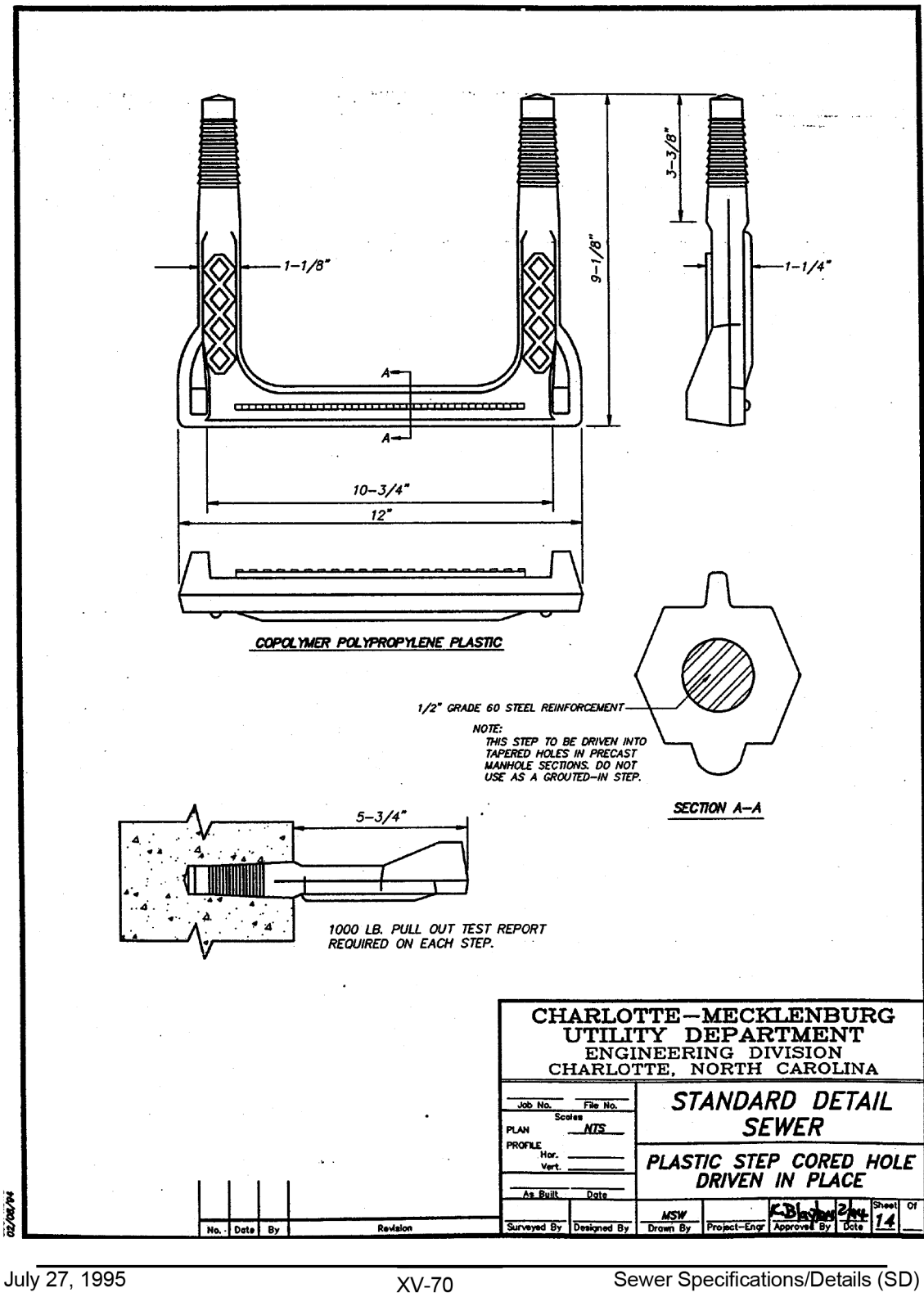
PROJECT REFERENCE NO. U-5873  
SHEET NO. UC-3F

DESIGNED BY: MAS  
DRAWN BY: SJJ  
CHECKED BY: DCS  
APPROVED BY:  
REVISED:  
NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION  
UTILITIES ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151

SEAL  
7/14/2029  
NORTH CAROLINA  
ENGINEER  
THEW A. SHOSSETT


UTILITY CONSTRUCTION  
PLANS ONLY

UTILITY CONSTRUCTION





5/14/99

PROJECT REFERENCE NO.		SHEET NO.	
U-5873		UC-4	
DESIGNED BY: MAS			
DRAWN BY: SJJ			
CHECKED BY: DCS			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/14/2023	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 9250-4151		UTILITY CONSTRUCTION PLANS ONLY	

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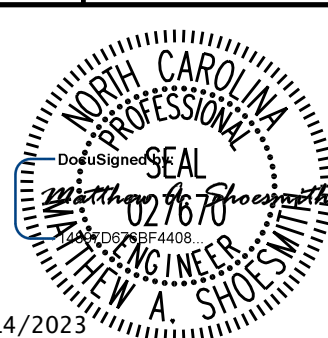


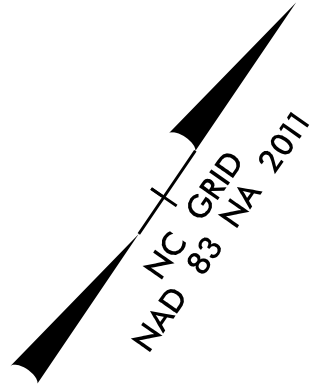


5/14/99

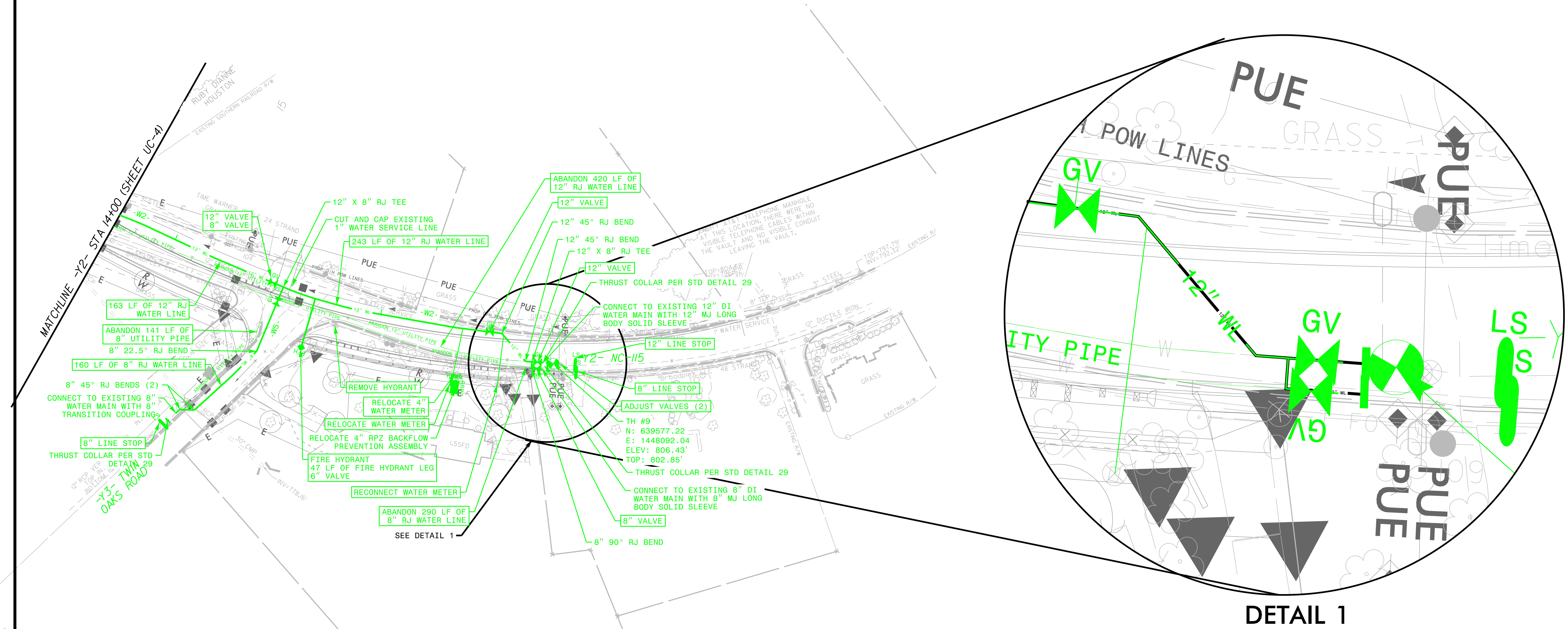
August 28, 2023  
Resolution Book 54, Page 286A

PREPARED BY:  
**Kimley»Horn**  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

PROJECT REFERENCE NO.		SHEET NO.	
U-5873		UC-5	
DESIGNED BY: MAS			
DRAWN BY: SJJ			
CHECKED BY: DCS			
APPROVED BY:			
REVISED:		NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC.		UTILITY CONSTRUCTION	
PHONE: (919) 707-6690		PLANS ONLY	
FAX: (919) 250-4151			



# UTILITY CONSTRUCTION





5/14/99  
MATCHLINE -Y5- STA 13+00 (SHEET UC-4)  
MATCHLINE -L- STA 23+00 (SHEET UC-4)

August 28, 2023  
Resolution Book 54, Page 286A

PREPARED BY:  
**Kimley»Horn**  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

PROJECT REFERENCE NO.  
U-5873

SHEET NO.  
UC-6

DESIGNED BY: MAS

DRAWN BY: SJJ

CHECKED BY: DCS

APPROVED BY:

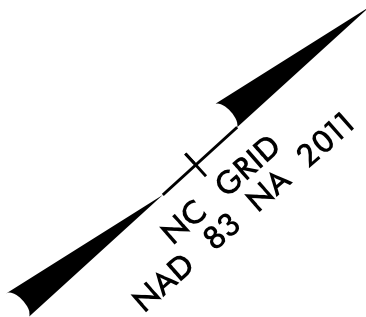
REVISED:

NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION

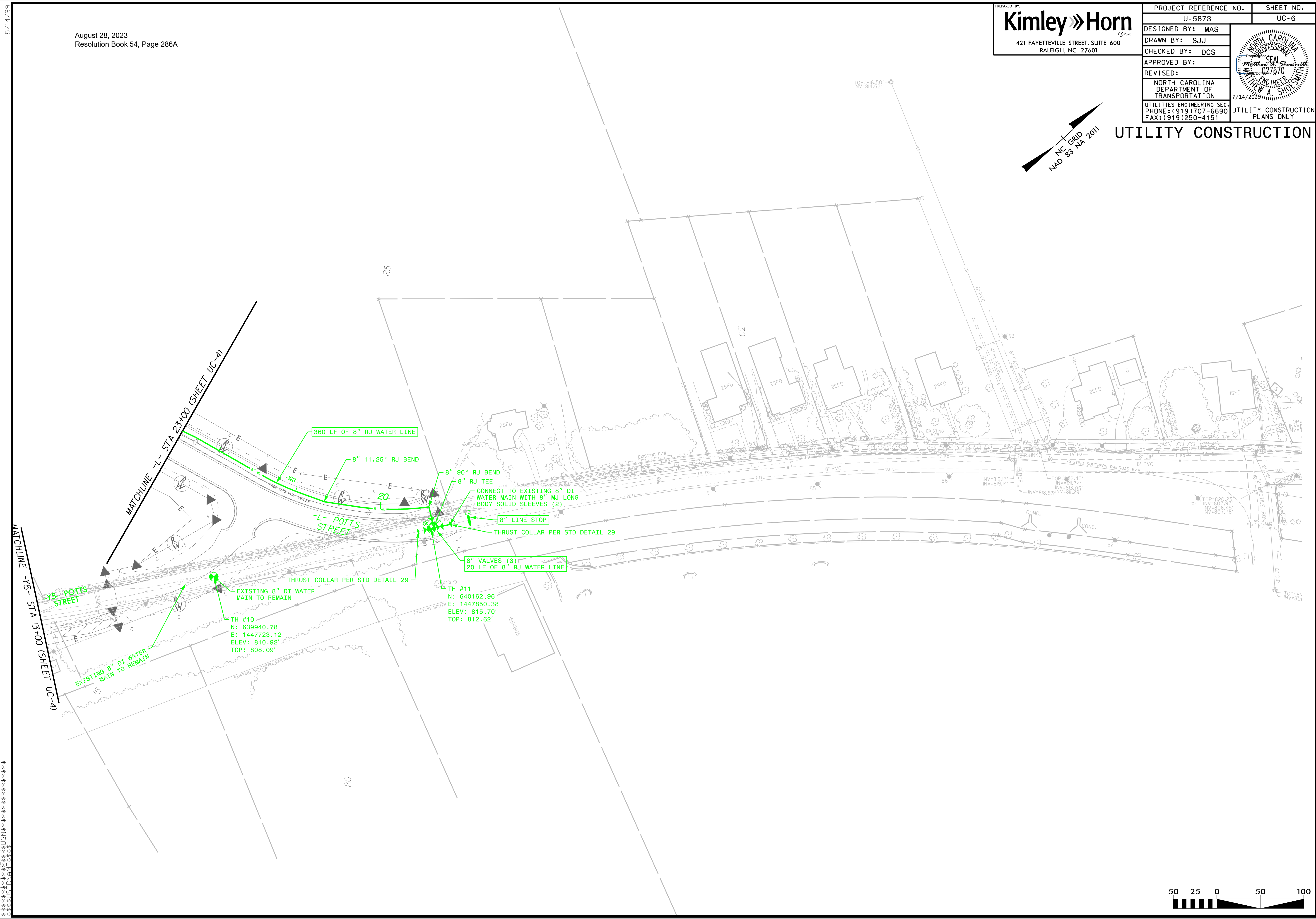
UTILITIES ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151

NORTH CAROLINA  
PROFESSIONAL  
ENGINEER  
Matthew L. Acorn  
022670  
7/14/2023  
J. A. SHOSSETT

UTILITY CONSTRUCTION  
PLANS ONLY

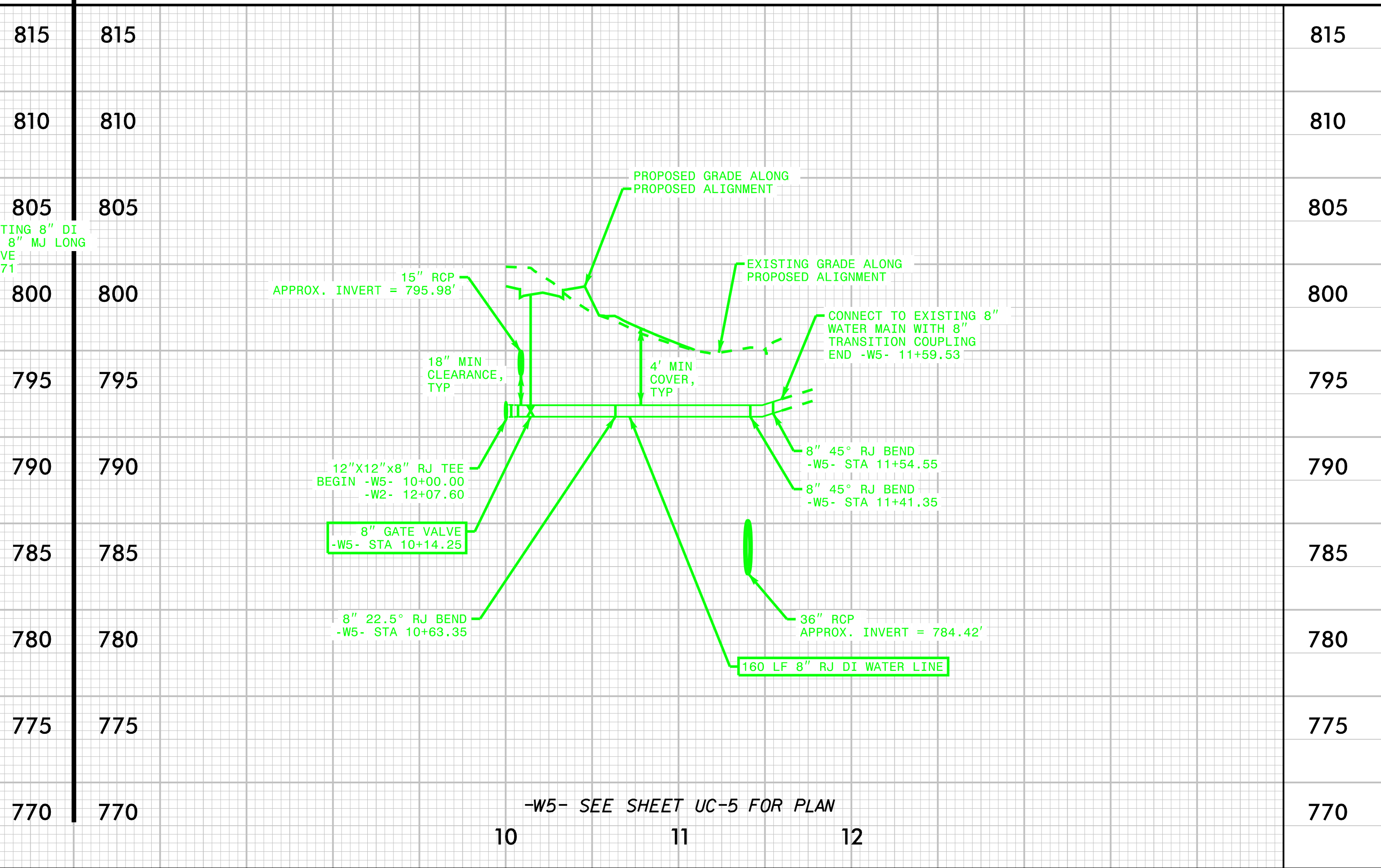
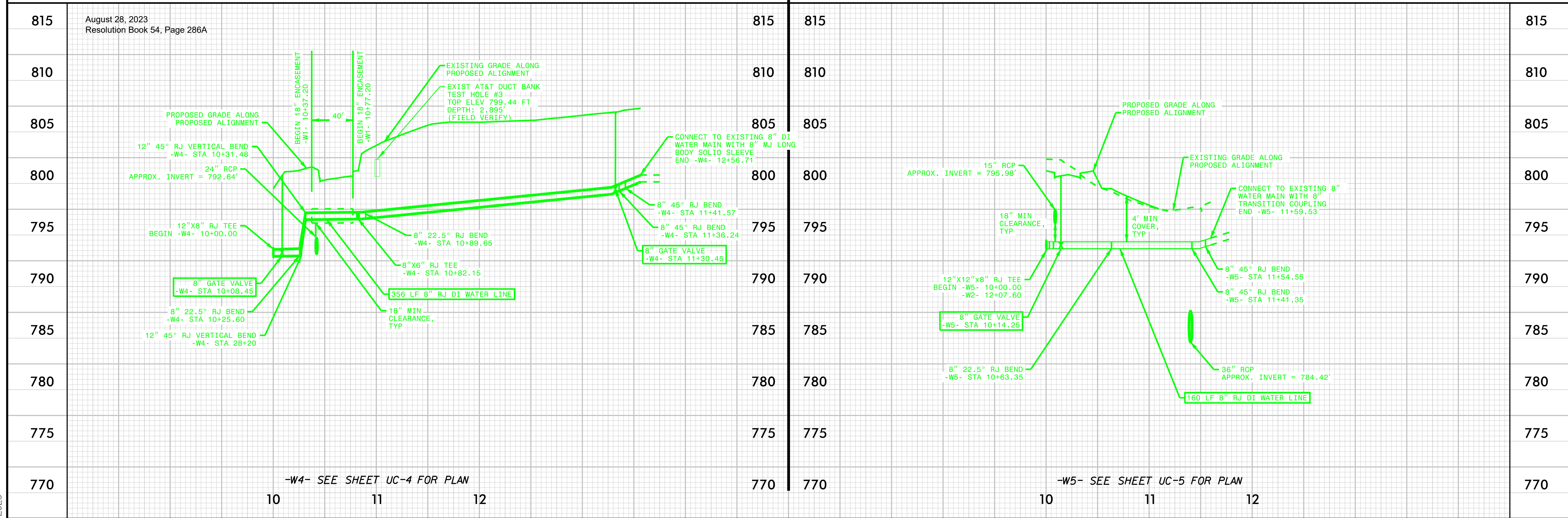


UTILITY CONSTRUCTION



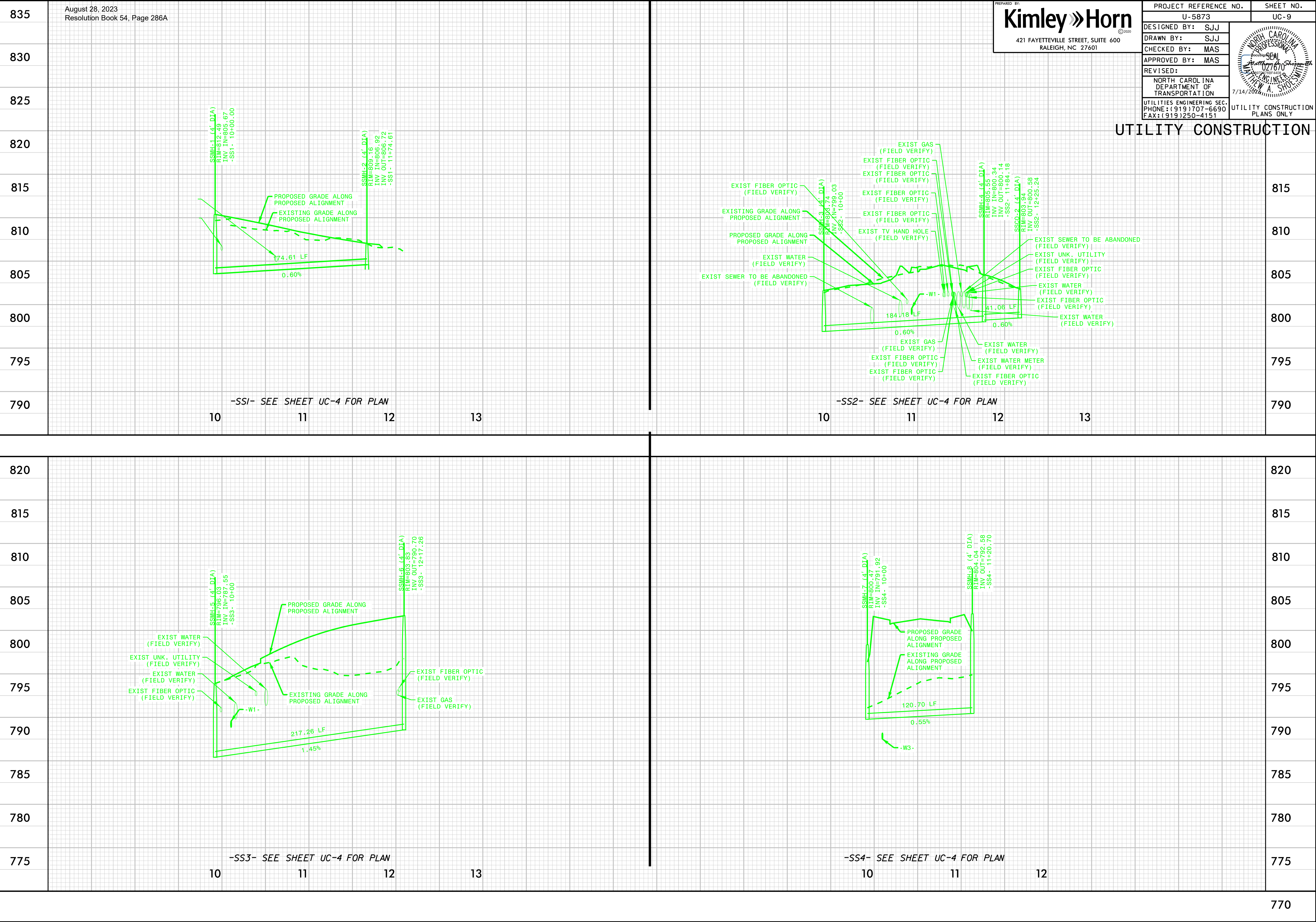






5/14/2023

7/13/2023



TOWN: **Davidson/Cornelius**  
COUNTY: Mecklenburg  
ROUTE:  
LOCATION: Intersection of NC 115/Main Street and Potts Street  
LENGTH: (Roundabout intersection construction)  
DESCRIPTION: Utility Construction

Prepared By: Kimley-Horn & Associates  
Date: July 14th, 2023  
Project: U-5873

<b>EXHIBIT B</b>	
<b>Total</b>	<b>\$ 2,200,000</b>

Line Item	Spec Section	Pay Item	Quantity	Unit
1	858	Adjust Valve Box	2	EA
2	1510	2" Water Line	24	LF
3	1510	8" Water Line	2545	LF
4	1510	12" Water Line	491	LF
5	1510	Ductile Iron Water Pipe Fittings	9988	LBS
6	1515	6" Valve	7	EA
7	1515	8" Valve	12	EA
8	1515	12" Valve	5	EA
9	1515	Relocate Water Meter	10	EA
10	1515	Reconnect Water Meter	4	EA
11	1515	Fire Hydrant	6	EA
12	1515	Fire Hydrant Leg	130	LF
13	1520	8" Sanitary Gravity Sewer	782	LF
14	1520	Sanitary Sewer Clean-Out	2	EA
15	1520	Sewer Service Line	43	LF
16	1525	4' Dia Utility Manhole	8	EA
17	1515	6" Line Stop	1	EA
18	1515	8" Line Stop	4	EA
19	1515	12" Line Stop	2	EA
20	1530	Abandon 2" Utility Pipe	1100	LF
21	1530	Abandon 8" Utility Pipe	2026	LF
22	1530	Abandon 12" Utility Pipe	420	LF
23	1530	Abandon Utility Manhole	4	EA
24	1530	Remove Utility Manhole	1	EA
25	1530	Remove Fire Hydrant	3	EA
26	1540	18" Encasement Pipe	220	LF
27	1550	Bore and Jack of 18"	150	LF

**Total: \$2,000,000.00**  
**Administration & Oversight: 10%**



August 28, 2023

PROJECT SPECIAL PROVISIONS

Resolution Book 54, Page 286A Utility Construction

EXHIBIT A



The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's *Standard Specifications for Roads and Structures* dated January 2018, Charlotte Water's current *Design Manual* (<https://www.charlottenc.gov/water/DevelopmentProjects/Design-Manual>), and the following provisions.

**General:**

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" (hereinafter "NCDOT Standard Specifications") dated January 2018, Charlotte Water, the Utility Construction design drawings, and the following Special Provisions.

Measurement and payment for proposed Utility Construction shall conform to the applicable requirements of the 2018 NCDOT Standard Specifications for Roads and Structures, as modified by these Special Provisions. If a discrepancy arises between the NCDOT Standard Specifications and the Charlotte Water that is not related to measurement and payment, the more stringent requirements shall prevail.

The existing potable water, reclaimed water, and sanitary sewer utilities (hereinafter "wet utilities") belong to the Charlotte Water (hereinafter "Owner"). The Contractor shall provide access for the Owner's representatives to all phases of construction. Testing, inspection, and acceptance shall be in accordance with the Owner's requirements. Contractor shall coordinate with the Owner to ensure all testing, inspection, and documentation requirements are met.

Any wet utility service outages shall take place at a time and date acceptable to the Owner, including nights and weekends, and shall be limited to no more than 8 hours per service interruption, unless otherwise specified on the drawings or by the Owner.

Project: U-5873

UC-2

County: Mecklenburg

**PROJECT SPECIAL PROVISIONS**  
Utility Construction

**As-Built Plans**

Provide as-built plans of the installed utility in accordance with the Owner's requirements. Final acceptance for service of wet utilities by the Owner is contingent upon the Contractor's submission of satisfactory as-built plans.

As-built plans must include the following data:

1. Horizontal and vertical coordinates (NC State Plane NAD83 northing, easting, and NAVD88 elevation) for the following:
  - All fittings – Including but not limited to vertical and horizontal bends, tees, reducers, sleeves. Include size(s) and angle.
  - All utility controls – Including but not limited to valves, meters, fire hydrants, sampling stations, vaults, manholes, line stops installed as part of the project (whether abandoned or remaining active), and blow offs. Include size, type, and other descriptor(s) as applicable to specifically identify the control.
  - All cleanouts. Include size and material.
  - All piping – With points taken at intervals no greater than 100-feet along straight section, and 50-feet along curved sections.
  - Start and end points of restrained joint piping.
  - Start and end points encasement pipes. Include size and material of encasement.
  - Start and end points trenchless installations, including but not limited to pipe installed by horizontal directional drill.
  - Sanitary sewer manholes and cleanouts. Include rim and each invert.

*Note: The elevation coordinate for buried facilities must be the elevation of the buried facility and not the surface elevation.*
2. Size, material, and class of all piping, including identification of any special coatings or linings.
3. Identify new and existing facilities and connection point(s) to existing facilities

Verify accuracy and completeness of as-built plans in the field with Owner's inspections staff prior to submittal. Submit as-built drawings, sealed by a surveyor licensed in the state of North Carolina, to the Owner for review and approval.

**PROJECT SPECIAL PROVISIONS**  
Utility Construction

**Revise the 2018 Standard Specifications as follows:**

**Page 8-37, Article 858-1, Description,**  
revise line 5 as follows:

Raise or lower existing catch basins, manholes, drop inlets, cleanouts, meter boxes, and valve boxes

**Page 10-63; Sub-article 1036-8, Sleeves, Couplings and Miscellaneous**  
add the following after Subparagraph (B):

(C) MJ Long Body Solid Sleeve Couplings

MJ Solid Sleeve Couplings shall be used to connect ductile iron piping (DIP) to PVC or DIP, where shown on the Drawings. Solid sleeves shall be ductile iron and conform to the requirements off ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

(D) Mechanical Joint Restraints

Mechanical joint restraints shall be specifically selected for the appropriate application. Restraint devices for nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch nominal pipe size. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:**  
add the following sentences:

The utility owner is Charlotte Water. The contact person for Charlotte Water is Chuck Bliss, P.E. (the "Owner's Engineer")



PROJECT SPECIAL PROVISIONS

Utility Construction

Chuck Bliss, P.E.

Phone: 704-391-5095

Email: [cbliss@ci.charlotte.nc.us](mailto:cbliss@ci.charlotte.nc.us)

The Contractor shall contact the Owner's Engineer at least two (2) weeks prior to the commencement of any water and/or sewer construction. Prior to procurement of water and sewer materials, the Contractor shall submit all proposed utility shop drawings meeting the requirements of Charlotte Water's standard specifications and details to the Owner's Engineer and obtain approval.

Measurement and payment for all work shall be in accordance with the NCDOT Standard Specifications for Roads and Structures, January 2018.

**Page 15-4; Sub-article 1505-3, Construction Methods,**  
add the following after Subparagraph (F):

**(G) Concrete Thrust Collars**

Concrete thrust collars shall be installed where shown on the Drawings and as required under Article 1505-3, Subparagraph (E). Concrete thrust collars shall be provided at the locations shown on the Drawings or as requested by the Engineer. The excavation at such location(s) shall receive special attention with such undisturbed materials within as short a distance as possible from the pipe. Concrete thrust collars shall be installed in accordance with Charlotte Water Standard No. LL.

All reinforcing steel shall be Grade 60 in accordance with Article 1070-2. All concrete shall be Class AA in accordance with Article 1000-4.

**(H) Reaction Blocking**

All fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place, unless otherwise directed by the Engineer. Where concrete must be reinforced, the Contractor shall furnish such reinforcing as is required.

Required thrust block sizing shall be in accordance with Detail UC-3B DD, as shown on the Drawings.

Material for reaction blocking shall be transit-mixed concrete. This concrete shall have a minimum twenty-eight-day compressive strength of 3000 psi. Any metal used to resist thrust which is not encased in concrete shall be "hot dipped" galvanized or stainless steel.

**(I) Flowable Fill**

PROJECT SPECIAL PROVISIONS

Utility Construction

This work consists of all work necessary to place flowable fill in accordance with these provisions, the Drawings, and as directed.

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate.

**Page 15-6, Sub-article 1510-3 Construction Methods, after (A) General,** add the following sentences to the end:

(1) Interruption of Water Service

The Contractor shall maintain continuous service to all users, except when a planned water line/service outage with a specified duration has been approved by the Department and Charlotte Water. No service outages longer than 8 hours will be permitted. Do not interrupt service to hospitals, emergency service, first response facilities, or facilities designated by the Department and Charlotte Water. The local Fire Department shall be notified of interruptions of water lines 72 hours prior to interruption.

When a scheduled water service outage is required, the Contractor shall develop and forward to the Department for approval a shutdown scenario for each scheduled outage. Contractor shall notify the Department at least 10 working days in advance to schedule the Work. The scenarios shall indicate the Work to be accomplished, materials to be installed, a traffic control plan, valves, fire hydrants and air releases to be operated, the date, starting time and duration of the outage with the address and business name of customers whose services will be affected.

The Contractor is required to have all materials and equipment on the job site seventy-two (72) hours prior to planned service interruption. The Contractor shall provide adequate work force during this time to complete the required connection and refill and return the existing water line to service.

The Contractor shall operate all valves required to isolate the existing mains as directed by the Department. Test shut downs will be required to confirm operation of valves and isolation of water line. The Contractor shall be required to dispose of water from the isolated main and to dispose of air during the filling operation.

Neither the Department nor CLTWater will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains. The Department in conjunction with the Contractor shall be responsible for notifying all customers affected by the interruption of service. Service interruptions shall be scheduled at a time most convenient to the public. All costs associated with this

PROJECT SPECIAL PROVISIONS

Utility Construction

item, including equipment, labor and material, shall be considered incidental to the cost of the project and no additional payment shall be made.

**Page 15-7, Sub-article 1510-3 Construction Methods, after (B) Testing and Sterilization,** add the following sentences to the end:

(C) Water Line Connection/Activation

Direct connections to the existing water system, regardless of size or type, will not be allowed until:

1. Chlorination is complete,
2. The new water line has passed all lab tests,
3. The new water line has been approved for connections and activation by the Department and CLTWater.

Upon successful completion of the hydrostatic, leakage, and disinfection tests the Contractor, at the direction of the Department, shall connect the newly installed water line to the existing system at the locations identified on the Plans.

Only one temporary jumper connection to the existing water system, regardless of size or type, will be allowed until after chlorination is complete and the new water line has passed all lab tests and has been approved for connection/activation by the Department and CLTWater.

**Page 15-8, Article 1515-2, Materials,**  
add the following:

Insertion valves shall be rated for a minimum working pressure of 250 PSI and shall be designed to operate in a potable water system. Valves shall be designed to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. Valve body shall be capable of working on Cast/Grey Iron, Ductile Iron, IPS PVC, C909 PPVC, Steel, and AC pipe diameters without changing either top or bottom portion of the split valve body. The wedge shall be fully encapsulated in EPDM rubber and shall seat on the valve body and not the existing/host pipe and be operable with flow in either direction. The host pipe shall not be an integral part of the final installation. Split restraint devices consisting of multiple gripping wedges incorporated into a follower gland. The devices shall have a working pressure rating of 350 PSI for 4 to 12-inch insertion valves. All materials used shall be per the valve and host pipe manufacturers' recommendation.

PROJECT SPECIAL PROVISIONS

## Utility Construction

Insertion valves shall be coated on the interior and exterior with a 10 mils (minimum) of fusion-bonded epoxy coating in compliance with AWWA C550 and certified to ANSI/NSF-61.

One thrust collar shall be installed and rodded to each insertion valve per Detail UC-3B DD. A concrete valve support shall be poured beneath the insertion valve.

**Page 15-9, Article 1515-3, Construction Methods,**  
add the following:

**(H) Water Service Interruption and Installation Plan**

This work consists of provision of an installation plan to include all requested shutdowns, submitted by the Contractor and approved by the Owner and Engineer.

The Contractor shall submit a detailed Plan, outlining all precautions and provisions for Water Service Interruption and Installation to the Engineer and Owner for approval prior to interrupting water service or installing any component of the proposed waterline. The Plan shall include at minimum:

1. Schedule and Sequence
  - a. Waterline schedule and sequence of installation including all wet taps or other connections to the Owner's system, installation phasing, pressure testing, disinfection, flushing, water quality testing, service connection switchovers, and abandonment or removal of lines to be abandoned.
2. Shutdowns
  - a. For each phase of waterline construction requiring a service outage, the Contractor shall provide the following:
    - i. Location of proposed work and justification for shutdown
    - ii. Schedule (date and time) and duration
    - iii. Affected customers

The Contractor shall allow sufficient time for review and approval of the submitted Plan, including any test shutdowns required by the Owner, and shall not be entitled to any delay claims related to review, rejection, resubmittal, modifications, or any other actions necessary to obtain an approved Plan.

**Page 15-10, Article 1515-4, Measurement and Payment,**  
add the following after Line 2:

All *Mechanical Joint Restraints* shall be considered incidental to the \_\_\_\_\_ " Water Line pay item. No additional measurement nor payment will be made.

**PROJECT SPECIAL PROVISIONS**

**Utility Construction**

All miscellaneous connections to existing pipe shall be installed in accordance with Article 1036-8 (B) and shall be considered as incidental to the Project and no additional payment will be made.

**Page 15-13, Article 1520-3, Construction Methods,**  
add the following after line 13:

**(C) Maintenance of Sanitary Sewer Flows Plan**

This work consists of provision of a plan to temporarily maintain sanitary sewer flows by line stop and bypass piping, bypass pumping, or other means submitted by the Contractor and approved by the Owner and Engineer.

The Contractor shall submit a detailed Plan, outlining all precautions and provisions for Temporary Maintenance of Sanitary Sewer Flows to the Engineer and Owner for approval prior to interrupting sanitary sewer flows. The Plan shall include at minimum:

1. Line Stop with Bypass Piping
  - a. Schedule and duration of use
  - b. Location(s) and configuration
    - i. Location(s) of line stops
    - ii. Bypass pipe size, material, and routing
    - iii. Air release valve(s)
    - iv. Details of traffic crossings
  - c. Bypass abandonment procedures
2. Bypass Pumping:
  - a. Bypass layout, showing at minimum:
    - i. Position of all pumps, piping, valves, suction and discharge manholes, aerial crossing(s), and supports.
    - ii. Size and material of all piping, control valves, and air release valve(s).
    - iii. Details of traffic crossings
  - b. Pump information
    - i. Pumps shall be sized to handle the full capacity of the sewer segment flowing full for the line or area of work.
    - ii. Pump curves for the specific pumps proposed
    - iii. Pump run time on a single tank of fuel
    - iv. Other information as requested by the Owner or Engineer
  - c. Monitoring plan
    - i. Remote telemetry with auto-dialer
    - ii. List of qualified 24-hour monitoring personnel
  - d. Schedule and duration of use
3. Other:
  - a. The Contractor shall provide information for alternate maintenance of

Project: U-5873

**UC-9**

County: Mecklenburg

**PROJECT SPECIAL PROVISIONS**

**Utility Construction**

sanitary sewer flows as requested by the Owner and Engineer.

4. Any Plan which requires the use of elevated structures or other special supports, e.g. aerial crossings and other bridges, shall require certification by a North Carolina Professional Engineer. The Contractor shall provide the certification(s) at no additional cost to the Owner.

Implementation of Plan shall not commence until approval of the submittals required under this Section.

The Contractor shall allow sufficient time for review and approval of the submitted Plan and shall not be entitled to any delay claims related to review, rejection, resubmittal, modifications, or any other actions necessary to obtain approved Plan(s).

**(D) Temporary Maintenance of Sanitary Sewer Flows**

This work consists of maintenance of the sanitary sewer flows in accordance with the approved Maintenance of Sanitary Sewer Flows Plan.

All other work required to maintain sanitary sewer flows and service is considered incidental to the project and no specific payment shall be made.

The Contractor shall review layout in the field with Owner and Engineer prior to beginning operations. The Contractor shall leak check any temporary sewer lines in the presence of the Owner and/or facilitate a preliminary bypass pumping run with Owner staff present to affirm the operation is satisfactory to the Owner.

The Contractor shall make every effort to avoid sewer overflows. For all sewer overflows, the Contractor shall be responsible, and shall reimburse the Owner, for any damages, operational costs, fines, or other effects.

**(E) Surface Restoration**

Restore surfaces not otherwise specified to be replaced under this Contract, including but not limited to sidewalks, driveways, curb & gutter, and other pavements damaged by causes related to installation of utilities to a condition equal to or better than preconstruction condition by means up to and including full removal and replacement of such surfaces.

**Page 15-13, Article 1520-4, Measurement and Payment,**  
add the following to Line 21:

Project: U-5873

## UC-10

County: Mecklenburg

### PROJECT SPECIAL PROVISIONS

#### Utility Construction

Payment shall include connection of the associated sanitary sewer service line to the existing customer-side sanitary sewer service line and traffic rated mini-manhole for cleanouts subject to traffic loading.

add the following to Line 22:

Payment shall include all field investigations necessary to determine the location and configuration of existing sanitary sewer laterals and connection to the existing sanitary sewer main.

add the following after Line 22:

Surface Restoration shall be included in the unit price for the associated utility. No additional or specific payment shall be made.

*Maintenance of Sanitary Sewer Flows Plan and Temporary Maintenance of Sanitary Sewer Flows* will be considered incidental to the associated utility line items. No additional measurement nor payment will be made.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA ON AUGUST 28, 2023**

A motion was made by Mitchell and seconded by Ajmera  
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  
infrastructure located within the NCDOT highway improvements project  
(Project U-5907), located along Griffith Street, Beatty Street, Sloan  
Street, and Potts Street in the Town of Davidson; and

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project  
estimated to be \$2,200,000; 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 28<sup>th</sup> day of August, 2023 in Charlotte, North Carolina.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of  
August 2023, the reference having been made in Minute Book 157, and recorded in full in  
Resolution Book 54, Page(s) 287.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day  
of August 2023.



*Billie Tynes*

Billie Tynes, Deputy City Clerk



**AGREEMENT OVERVIEW**

**DATE:** 7/17/2023

NORTH CAROLINA  
MECKLENBURG COUNTY

**PROJECT NUMBERS**

TIP NUMBER: U-5907

WBS ELEMENTS: 46452.3.1

**PARTIES TO THE AGREEMENT:**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION "**DEPARTMENT**"

AND

CITY OF CHARLOTTE "**MUNICIPALITY**"

**SCOPE OF TIP PROJECT:** This Project (U-5907) consists of the construction of the roadway called the Potts-Sloan-Betty Connector.

**PURPOSE OF THIS AGREEMENT:** To identify municipal participation in utility relocation and/or betterment costs.

**ESTIMATED COSTS TO OTHER PARTY:** \$2,200,000

**PAYMENT TERMS:** The Department will bill the City of Charlotte upon completion of the Project.

**MAINTENANCE:** The City of Charlotte is responsible for all utility maintenance

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Charlotte, hereinafter referred to as the **Municipality**; and collectively referred to as the "**PARTIES**."

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

## I. WHEREAS STATEMENTS

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

**WHEREAS**, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

**WHEREAS**, the **Municipality** has requested that the **Department** perform work or provide services; and,

**WHEREAS**, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

**NOW, THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include, utility relocation and construction as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision

## III. PROJECT DELIVERY REQUIREMENTS

### A. CONSTRUCTION

1. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5873 for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: construction of water and sewer lines.
2. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

### B. MAINTENANCE

1. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the **Municipality** shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages

in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the Department from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.

2. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
3. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

#### IV. COSTS AND FUNDING

##### A. PROJECT COSTS

1. The **Municipality** shall be responsible for relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$2,200,000 as shown on the attached Exhibit "B".
2. It is understood by both parties that this is an estimated cost and is subject to change.

##### B. INVOICING BY THE DEPARTMENT

1. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual quantities used and shall include charges due to the **Department** for administration and oversight of the work.
2. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
3. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
4. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
5. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds

allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

**C. DOWN PAYMENT OR PRE-PAYMENT**

1. Any down payments are due at the time the agreement is fully executed.
2. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

**E. AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

**F. DEBARMENT POLICY**

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into

agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### G. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

#### H. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### I. DOCUSIGN

Department and Municipality acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the Department or the Municipality, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Department and Municipality consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by Department in writing or Municipality's signature as if actually signed by Municipality in writing. The Department and Municipality also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Department and Municipality acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

#### J. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **DEPARTMENT** and the **MUNICIPALITY** by authority duly given.

CITY OF CHARLOTTE

FED TAX ID: \_\_\_\_\_

REMITTANCE ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
(FINANCE OFFICER)

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

MECKLENBURG COUNTY

PROJECT REFERENCE NO.

SHEET NO.

U-5907

UC-1

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

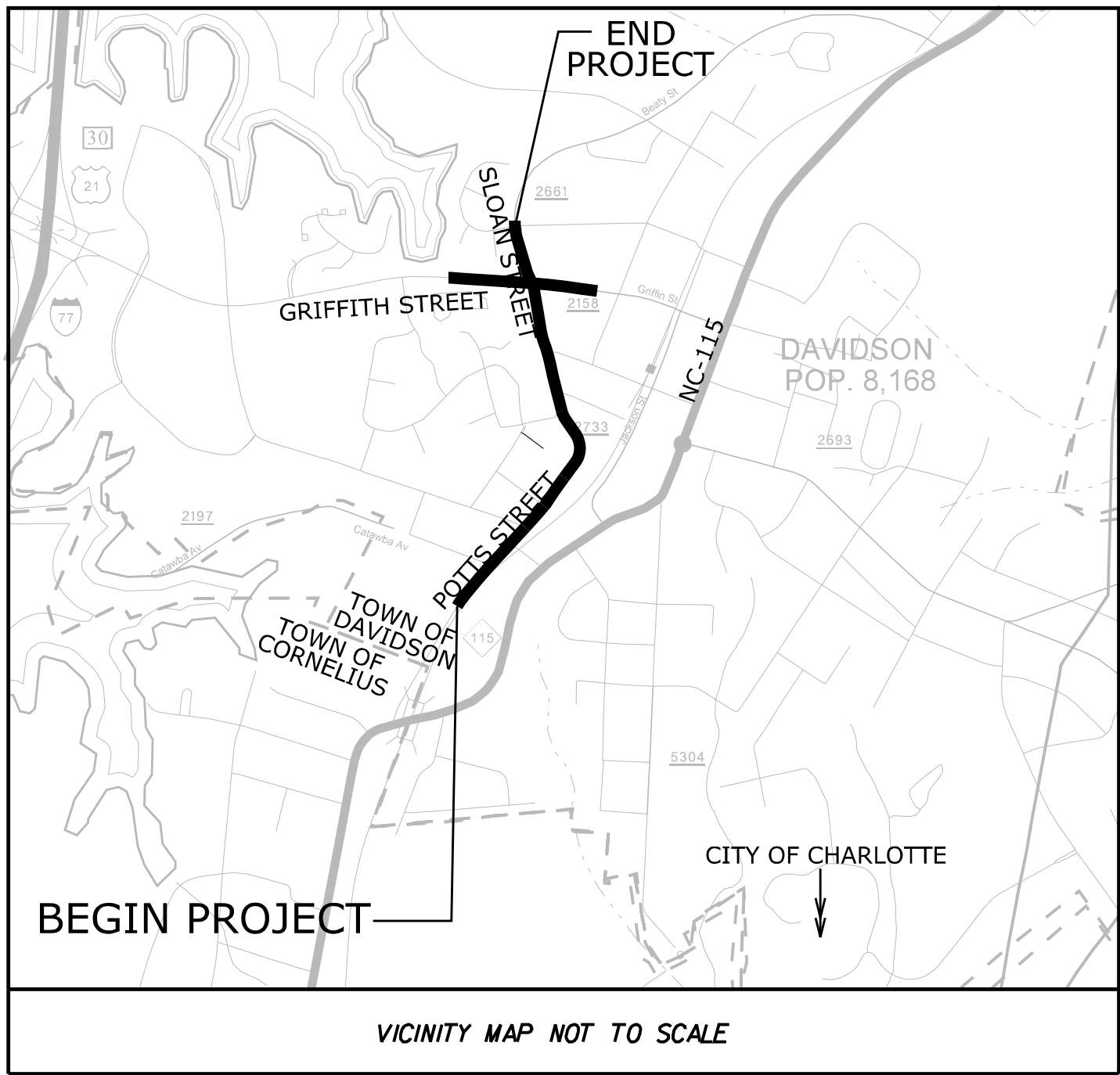
EXHIBIT A

COST BREAKDOWN LEGEND

STATE COST

CHARLOTTE WATER  
COST

TIP PROJECT: U-5907



LOCATION: POTTS-SLOAN-BEATTY CONNECTOR (NC-115)

TYPE OF WORK: WATER AND SEWER MAIN RELOCATIONS

\*NOTE TO CONTRACTOR: ALL WATER MAINS SHALL BE RESTRAINED JOINT DI PIPE.

A PORTION OF THIS PROJECT IS LOCATED WITHIN THE  
MUNICIPAL BOUNDARIES OF THE TOWNS OF DAVIDSON AND  
CORNELIUS

A PORTION OF THIS PROJECT IS LOCATED WITHIN THE  
RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD

NCDOT CONTACT:

SEAN EPPERSON, P.E.  
NCDOT - DIVISION 10  
716 W. MAIN STREET  
ALBEMARLE, NC 28001

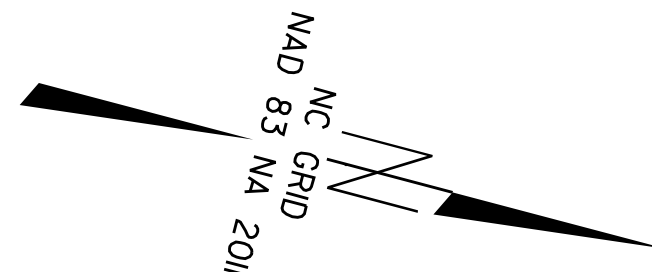
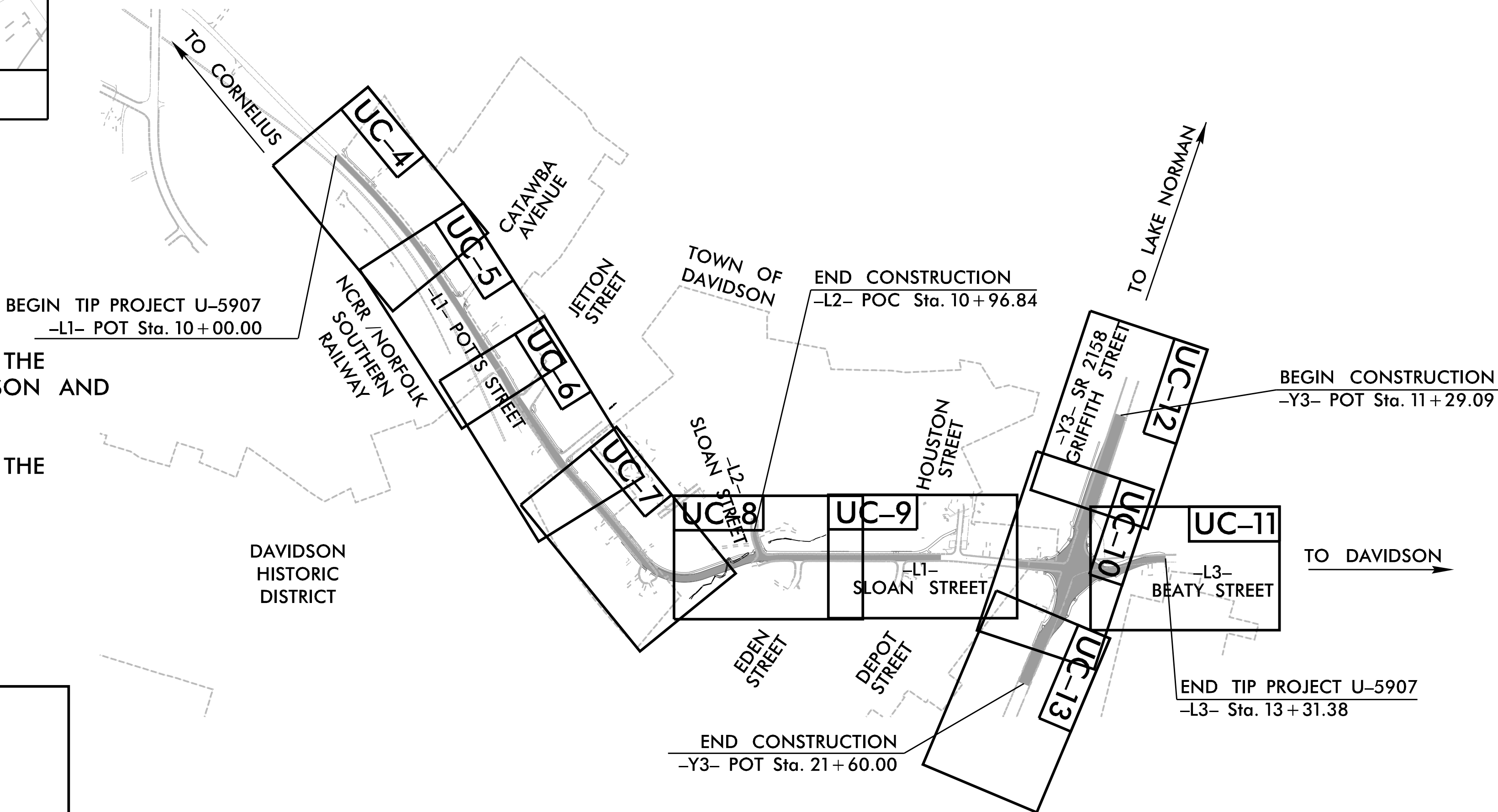
OWNER:

CONTACT INFORMATION

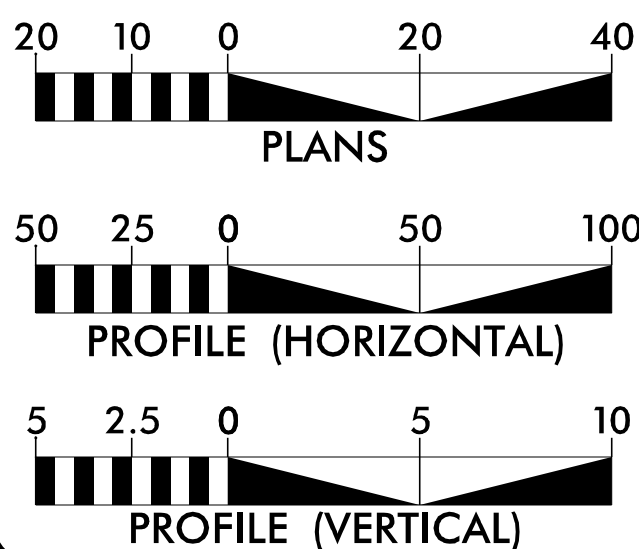
CHUCK BLISS, P.E.  
(704) 336-1012  
CBLISS@CI.CHARLOTTE.NC.US

PROJECT ENGINEER:

MATTHEW SHOESMITH, P.E.  
(704) 954-7490  
MATTHEW.SHOESMITH@KIMLEY-HORN.COM  
200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202



GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.:

UC-1

UC-2

UC-2A

UC-3

UC-3A THRU UC-3F

UC-4 THRU UC-13

UC-14 THRU UC-15

DESCRIPTION:

TITLE SHEET

NCDOT SYMBOLLOGY

PERMIT SHEET

GENERAL NOTES

STANDARD DETAILS

UTILITY CONSTRUCTION PLAN

UTILITY CONSTRUCTION PROFILE

UTILITY OWNERS

WATER - CHARLOTTE WATER

SEWER - CHARLOTTE WATER

PLANS PREPARED FOR  
THE NCDOT BY:

2018 STANDARD SPECIFICATIONS

Kimley » Horn

NC LICENSE #F-2102  
200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202  
PHONE: (704) 333-5131

MATTHEW A. SHOESMITH, P.E.  
CONSULTANT CONTACT #1

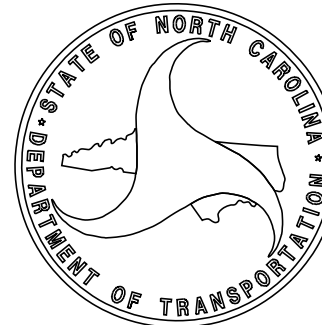
SOPHIA J. JOHNSTON, E.I.  
CONSULTANT CONTACT #2

SEAN EPPERSON, P.E.  
NCDOT CONTACT

SEAL



7/17/2023





STATE OF NORTH CAROLINA, DIVISION OF HIGHWAYS  
CONVENTIONAL PLAN SHEET SYMBOLS

Kimley»Horn  
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200 S. TRYON ST. • CHARLOTTE, NC 28202

PROJECT REFERENCE NO. SHEET NO.  
U-5907 UC-2

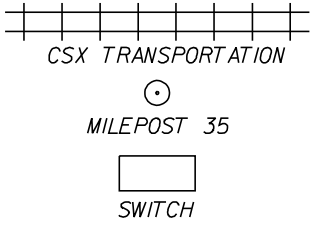
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BOUNDARIES AND PROPERTY:

State Line	-----
County Line	-----
Township Line	-----
City Line	-----
Reservation Line	-----
Property Line	-----
Existing Iron Pin	○ EIP
Computed Property Corner	-----
Property Monument	EDM
Parcel/Sequence Number	123
Existing Fence Line	-X-X-X-
Proposed Woven Wire Fence	○
Proposed Chain Link Fence	□
Proposed Barbed Wire Fence	◇
Existing Wetland Boundary	- - - - WLB - - - -
Proposed Wetland Boundary	WLB
Existing Endangered Animal Boundary	--- EAB ---
Existing Endangered Plant Boundary	--- EPB ---
Existing Historic Property Boundary	--- HPB ---
Known Contamination Area: Soil	☠ S ☠
Potential Contamination Area: Soil	?? S ??
Known Contamination Area: Water	☠ W ☠
Potential Contamination Area: Water	?? W ??
Contaminated Site: Known or Potential	☠ ?
BUILDINGS AND OTHER CULTURE:	
Gas Pump Vent or U/G Tank Cap	○
Sign	○ S
Well	○ W
Small Mine	✂
Foundation	□
Area Outline	□
Cemetery	↑
Building	□
School	□
Church	□
Dam	-----
HYDROLOGY:	
Stream or Body of Water	-----
Hydro, Pool or Reservoir	□
Jurisdictional Stream	--- JS ---
Buffer Zone 1	--- BZ 1 ---
Buffer Zone 2	--- BZ 2 ---
Flow Arrow	←
Disappearing Stream	→
Spring	○
Wetland	↓
Proposed Lateral, Tail, Head Ditch	← FLOW →
False Sump	◇

RAILROADS:

Standard Gauge	-----
RR Signal Milepost	-----
Switch	SWITCH
RR Abandoned	-----
RR Dismantled	-----



RIGHT OF WAY & PROJECT CONTROL:

Secondary Horiz and Vert Control Point	◆
Primary Horiz Control Point	○
Primary Horiz and Vert Control Point	●
Exist Permanent Easment Pin and Cap	◇
New Permanent Easement Pin and Cap	◆
Vertical Benchmark	⊠
Existing Right of Way Marker	△
Existing Right of Way Line	-----
New Right of Way Line	-----
New Right of Way Line with Pin and Cap	-----
New Right of Way Line with Concrete or Granite R/W Marker	-----
New Control of Access Line with Concrete C/A Marker	-----
Existing Control of Access	-----
New Control of Access	-----
Existing Easement Line	-----
New Temporary Construction Easement	-----
New Temporary Drainage Easement	-----
New Permanent Drainage Easement	-----
New Permanent Drainage / Utility Easement	-----
New Permanent Utility Easement	-----
New Temporary Utility Easement	-----
New Aerial Utility Easement	-----

ROADS AND RELATED FEATURES:

Existing Edge of Pavement	-----
Existing Curb	-----
Proposed Slope Stakes Cut	--- C ---
Proposed Slope Stakes Fill	--- F ---
Proposed Curb Ramp	CR
Existing Metal Guardrail	-----
Proposed Guardrail	-----
Existing Cable Guiderail	-----
Proposed Cable Guiderail	-----
Equality Symbol	⊕
Pavement Removal	-----

VEGETATION:

Single Tree	○
Single Shrub	●

\*S.U.E. = Subsurface Utility Engineering

Hedge	-----
Woods Line	-----
Orchard	-----
Vineyard	Vineyard

EXISTING STRUCTURES:

MAJOR:	
Bridge, Tunnel or Box Culvert	CONC
Bridge Wing Wall, Head Wall and End Wall	CONC WW
MINOR:	
Head and End Wall	CONC HW
Pipe Culvert	-----
Footbridge	-----
Drainage Box: Catch Basin, DI or JB	CB
Paved Ditch Gutter	-----
Storm Sewer Manhole	S
Storm Sewer	S

UTILITIES:

POWER:	
Existing Power Pole	●
Proposed Power Pole	○
Existing Joint Use Pole	●
Proposed Joint Use Pole	○
Power Manhole	⊕
Power Line Tower	⊠
Power Transformer	⊠
U/G Power Cable Hand Hole	-----
H-Frame Pole	●
U/G Power Line LOS B (S.U.E.*)	-----
U/G Power Line LOS C (S.U.E.*)	-----
U/G Power Line LOS D (S.U.E.*)	-----

TELEPHONE:

Existing Telephone Pole	●
Proposed Telephone Pole	○
Telephone Manhole	⊕
Telephone Pedestal	⊠
Telephone Cell Tower	⊠
U/G Telephone Cable Hand Hole	-----
U/G Telephone Cable LOS B (S.U.E.*)	-----
U/G Telephone Cable LOS C (S.U.E.*)	-----
U/G Telephone Cable LOS D (S.U.E.*)	-----
U/G Telephone Conduit LOS B (S.U.E.*)	-----
U/G Telephone Conduit LOS C (S.U.E.*)	-----
U/G Telephone Conduit LOS D (S.U.E.*)	-----
U/G Fiber Optics Cable LOS B (S.U.E.*)	-----
U/G Fiber Optics Cable LOS C (S.U.E.*)	-----
U/G Fiber Optics Cable LOS D (S.U.E.*)	-----

WATER:

Water Manhole	⊕
Water Meter	○
Water Valve	⊗
Water Hydrant	⊕
U/G Water Line LOS B (S.U.E.*)	-----
U/G Water Line LOS C (S.U.E.*)	-----
U/G Water Line LOS D (S.U.E.*)	-----
Above Ground Water Line	A/G Water

TV:

TV Pedestal	⊠
TV Tower	⊗
U/G TV Cable Hand Hole	-----
U/G TV Cable LOS B (S.U.E.*)	-----
U/G TV Cable LOS C (S.U.E.*)	-----
U/G TV Cable LOS D (S.U.E.*)	-----
U/G Fiber Optic Cable LOS B (S.U.E.*)	-----
U/G Fiber Optic Cable LOS C (S.U.E.*)	-----
U/G Fiber Optic Cable LOS D (S.U.E.*)	-----

GAS:

Gas Valve	◇
Gas Meter	⊕
U/G Gas Line LOS B (S.U.E.*)	-----
U/G Gas Line LOS C (S.U.E.*)	-----
U/G Gas Line LOS D (S.U.E.*)	-----
Above Ground Gas Line	A/G Gas

SANITARY SEWER:

Sanitary Sewer Manhole	⊕
Sanitary Sewer Cleanout	⊕
U/G Sanitary Sewer Line	SS
Above Ground Sanitary Sewer	A/G Sanitary Sewer
SS Forced Main Line LOS B (S.U.E.*)	-----
SS Forced Main Line LOS C (S.U.E.*)	-----
SS Forced Main Line LOS D (S.U.E.*)	-----

MISCELLANEOUS:

Utility Pole	●
Utility Pole with Base	⊠
Utility Located Object	○
Utility Traffic Signal Box	⊠
Utility Unknown U/G Line LOS B (S.U.E.*)	-----
U/G Tank; Water, Gas, Oil	-----
Underground Storage Tank, Approx. Loc.	UST
A/G Tank; Water, Gas, Oil	-----
Geoenvironmental Boring	⊕
U/G Test Hole LOS A (S.U.E.*)	⊕
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

REVISIONS



5/14/99

REVISIONS

7/17/2023

August 28, 2023  
Resolution Book 54, Page 287A



CHARLOTTE, NORTH CAROLINA

APPLICATION FOR NON-DISCHARGE PERMIT  
GRAVITY SEWER MAIN EXTENSION  
CHARLOTTE WATER

PROJECT NAME: NCDOT PROJECT U-5907 CREEK BASIN MCDOWELL  
POTTS-SLOAN-BEATTY CONNECTOR (NC-115)  
MECKLENBURG COUNTY

CLTWater PROJECT NO.: CPM-60-25-227

PROJECT TYPE: ☐ NEW CONSTRUCTION ☒ RELOCATION ☐ MODIFICATION OF PERMIT NO. \_\_\_\_\_  
OTHER \_\_\_\_\_  
VOLUME OF WASTEWATER GENERATED BY THIS PROJECT: 0 GALLONS PER DAY BASED  
ON 190 GAL/DAY/SINGLE FAMILY HOUSEHOLD X \_\_\_\_\_ HOUSEHOLDS OR  
135 GAL/DAY/MULTI-FAMILY UNIT X \_\_\_\_\_ UNITS OR IS BASED ON \_\_\_\_\_

WASTEWATER TREATMENT PLANT RECEIVING WASTEWATER:  
☐ McALPINE CR. (NC0024970) ☐ IRWIN CR. (NC0024945) ☒ MCDOWELL CR. (NC0036277)  
☐ SUGAR CR. (NC0024937) ☐ MALLARD CR. (NC0030210) ☐ ROCKY CR. (NC0036269)

NATURE OF WASTEWATER \_\_\_\_\_% DOMESTIC \_\_\_\_\_% INDUSTRIAL  
\_\_\_\_\_% COMMERCIAL \_\_\_\_\_% OTHER \_\_\_\_\_

ORIGIN OF WASTEWATER ☒ SUBDIVISION ☐ COMMERCIAL  
☐ SCHOOL ☐ INDUSTRIAL  
☐ APARTMENTS/CONDO'S ☐ OTHER

LIST ANY PARAMETER AND ITS CONCENTRATION THAT WILL BE GREATER THAN NORMAL DOMESTIC LEVELS:  
\_\_\_\_\_  
\_\_\_\_\_

IF WASTEWATER IS NON-DOMESTIC, DESCRIBE LEVEL OF PRETREATMENT:  
\_\_\_\_\_  
\_\_\_\_\_

IF A PRETREATMENT PERMIT IS REQUIRED, HAS ONE BEEN ISSUED? ☐ YES ☐ NO

HAS ENGINEER DETERMINED THAT DOWNSTREAM SEWERS ARE CAPABLE TO HANDLE THIS FLOW? ☒ YES ☐ NO  
PERMIT NO. FOR SEWERS IMMEDIATELY DOWNSTREAM \_\_\_\_\_  
PIPE DIAMETER OF SEWERS IMMEDIATELY DOWNSTREAM \_\_\_\_\_  
HAS ENGINEER DETERMINED THAT NC DEM AND CLTWater MINIMUM DESIGN STANDARDS ARE MET BY THIS  
PROJECT? ☒ YES ☐ NO

COMPLETE NAME AND ADDRESS OF ENGINEERING DESIGN FIRM:  
KIMLEY-HORN & ASSOCIATES, INC.  
200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202

TELEPHONE 704-954-7490 \_\_\_\_\_

PROFESSIONAL ENGINEER'S CERTIFICATION  
I, MATTHEW A. SHOESMITH, P.E., ATTEST THAT THIS APPLICATION FOR MCDOWELL CREEK SEWER  
RELOCATION HAS BEEN REVIEWED BY ME AND IS ACCURATE AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE. I FURTHER ATTEST THAT TO THE BEST OF MY KNOWLEDGE THE PROPOSED DESIGN HAS BEEN  
PREPARED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS. ALTHOUGH CERTAIN PORTIONS OF THIS SUBMITTAL  
PACKAGE MAY HAVE BEEN DEVELOPED BY OTHER PROFESSIONALS, INCLUSION OF THESE MATERIALS UNDER MY  
SIGNATURE AND SEAL SIGNIFIES THAT I HAVE REVIEWED THIS MATERIAL AND HAVE JUDGED IT TO BE CONSISTENT WITH  
THE PROPOSED DESIGN.  
NORTH CAROLINA PROFESSIONAL ENGINEER'S SEAL, SIGNATURE, AND DATE:

CLTWater PERMIT NO. \_\_\_\_\_ ISSUED \_\_\_\_\_

PLANT FLOW ALLOCATION RECORDED BY: \_\_\_\_\_

PERMIT APPROVED BY: \_\_\_\_\_  
JOSEPH C WILSON, P.E., CHIEF ENGINEER

APPLICATION FOR PERMIT FOR WATER MAIN EXTENSION

PROJECT NAME: NCDOT PROJECT U-5907  
POTTS-SLOAN-BEATTY CONNECTOR (NC-115)  
MECKLENBURG COUNTY

CLTWater PROJECT NO.: CPM-60-25-227

PROJECT DESCRIPTION: REPLACE APPROX. 1,265 LF OF 6" DI PC 350, 16 LF OF 8" DI PC 350, AND  
784 LF OF 16" DI PC 350 WATER MAIN AND APPURTENANCES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESIGNED BY: FIRM: KIMLEY-HORN & ASSOCIATES, INC.

ENGINEER: MATTHEW A. SHOESMITH, P.E.

ADDRESS: 200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202

PHONE: 704-954-7490

THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE  
NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS.  
CLTWater HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO  
15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS  
AND SPECIFICATIONS APPROVED BY CLTWater WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL  
OF CLTWater OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE  
STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING  
AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE  
WITH APPROVED PLANS AND SPECIFICATIONS.

PERMIT NO. \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_

JOSEPH C WILSON, P.E., CHIEF ENGINEER  
CHARLOTTE WATER  
100 BROOKSHIRE BLV

Kimley»Horn

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

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PROJECT REFERENCE NO.

U-5907

SHEET NO.

UC-2A

DESIGNED BY: MAS

DRAWN BY: SJJ

CHECKED BY: MAS

APPROVED BY: ---

REVISED:

NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION

UTILITIES ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151

UTILITY CONSTRUCTION  
PLANS ONLY





5/14/99

REVISIONS

7/17/2023

GENERAL NOTES:


1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2018.
2. THE EXISTING WATER AND SEWER UTILITIES BELONG TO CHARLOTTE WATER.
3. ALL WATER LINES SHALL BE INSTALLED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES SHALL BE INSTALLED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. CONTRACTOR SHALL PROVIDE ACCESS FOR DEPARTMENT PERSONNEL AND OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION, NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION, AND KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.
6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. CONTRACTOR SHALL MAKE INVESTIGATIONS TO DETERMINE EXACT LOCATION, SIZE, AND TYPE OF MATERIAL OF EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND TO AVOID DAMAGE TO EXISTING FACILITIES. CONTRACTOR SHALL REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT NOR OWNER.
7. CONTRACTOR SHALL MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. CONTRACTOR SHALL MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, OR HOLIDAYS IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES:

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHARLOTTE WATER STANDARD DETAILS AND THE PROJECT SPECIAL PROVISIONS.
2. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY CHARLOTTE WATER REPRESENTATIVE.
3. ALL SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS PART 1926, SUBPART B, AS AMENDED TO DATE.
4. ANY NECESSARY LANE CLOSURES SHALL FOLLOW GUIDELINES OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
5. IF THE PROPOSED WATER AND/OR SANITARY SEWER MAIN IS INSTALLED WITHIN 12" IN ANY DIRECTION (VERTICALLY OR HORIZONTALLY) OF A GAS MAIN, THE CONTRACTOR SHALL NOTIFY PIEDMONT NATURAL GAS COMPANY (704-525-5585).
6. THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS DIRECTED.
7. IF ADDITIONAL WORK SPACE IN NEEDED, AN ENCROACHMENT SHALL BE AGREED UPON BETWEEN CONTRACTOR AND PROPERTY OWNER.
8. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS FOR THE USE OF THE CONTRACTOR IN PROVIDING PROTECTION FOR THE UTILITIES DURING CONSTRUCTION OPERATIONS. NCDOT, DESIGN CONSULTANT, AND/OR AGENT SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF LOCATION, SIZE, DEPTH, OR COMPLETENESS OF THE INFORMATION. THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL SUPPORT AND PROTECT ANY EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCH EXCAVATION AND/OR PIPE INSTALLATION.
10. 10-FEET HORIZONTAL SEPARATION OR 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS OVER SEWER MAINS. WHEN WATER MAINS ARE BELOW SEWER MAINS OR MINIMUM SEPARATIONS CANNOT BE MAINTAINED, DUCTILE IRON PIPE SHALL BE USED FOR BOTH MAINS TO 10-FEET ON EITHER SIDE OF THE CROSSING, AND ALL ALONG THE LENGTH OF THE MAINS WHERE THE MINIMUM SEPARATION CANNOT BE MAINTAINED.
11. CHARLOTTE WATER SHALL BE NOTIFIED TWO WEEKS PRIOR TO THE BEGINNING OF WATER AND/OR SANITARY SEWER WORK. CONTACT CHUCK BLISS OF CHARLOTTE WATER AT (704) 336-1012 TO PROVIDE NOTIFICATION.
12. WATER AND SEWER LINES SHALL REMAIN ACTIVE DURING CONSTRUCTION.
13. SANITARY SEWER LATERAL LOCATIONS ARE APPROXIMATE AND SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS. ALL 4" SANITARY SEWER LATERALS SHALL HAVE A MIN. 1% SLOPE.
14. ALL PROPOSED WATER LINES, UNLESS OTHERWISE INDICATED ON THE PLANS, SHALL BE RESTRAINED JOINT DUCTILE IRON PIPE PRESSURE CLASS 350. ALL PROPOSED SEWER LINES, UNLESS OTHERWISE INDICATED ON THE PLANS, SHALL BE CEMENTIOUS-LINED PUSH-ON JOINT DUCTILE IRON PIPE PRESSURE CLASS 350.
15. ALL PROPOSED WATER AND SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH CHARLOTTE WATER STANDARD SPECIFICATIONS.
16. CONTRACTOR SHALL MINIMIZE SHUTDOWN TIMES OF WATER AND SEWER FACILITIES, AND COORDINATE WITH CHARLOTTE WATER AND THE LOCAL FIRE DEPARTMENT.



200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-3
DESIGNED BY: MAS		
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC.		
PHONE: (919) 707-6690		UTILITY CONSTRUCTION PLANS ONLY
FAX: (919) 250-4151		

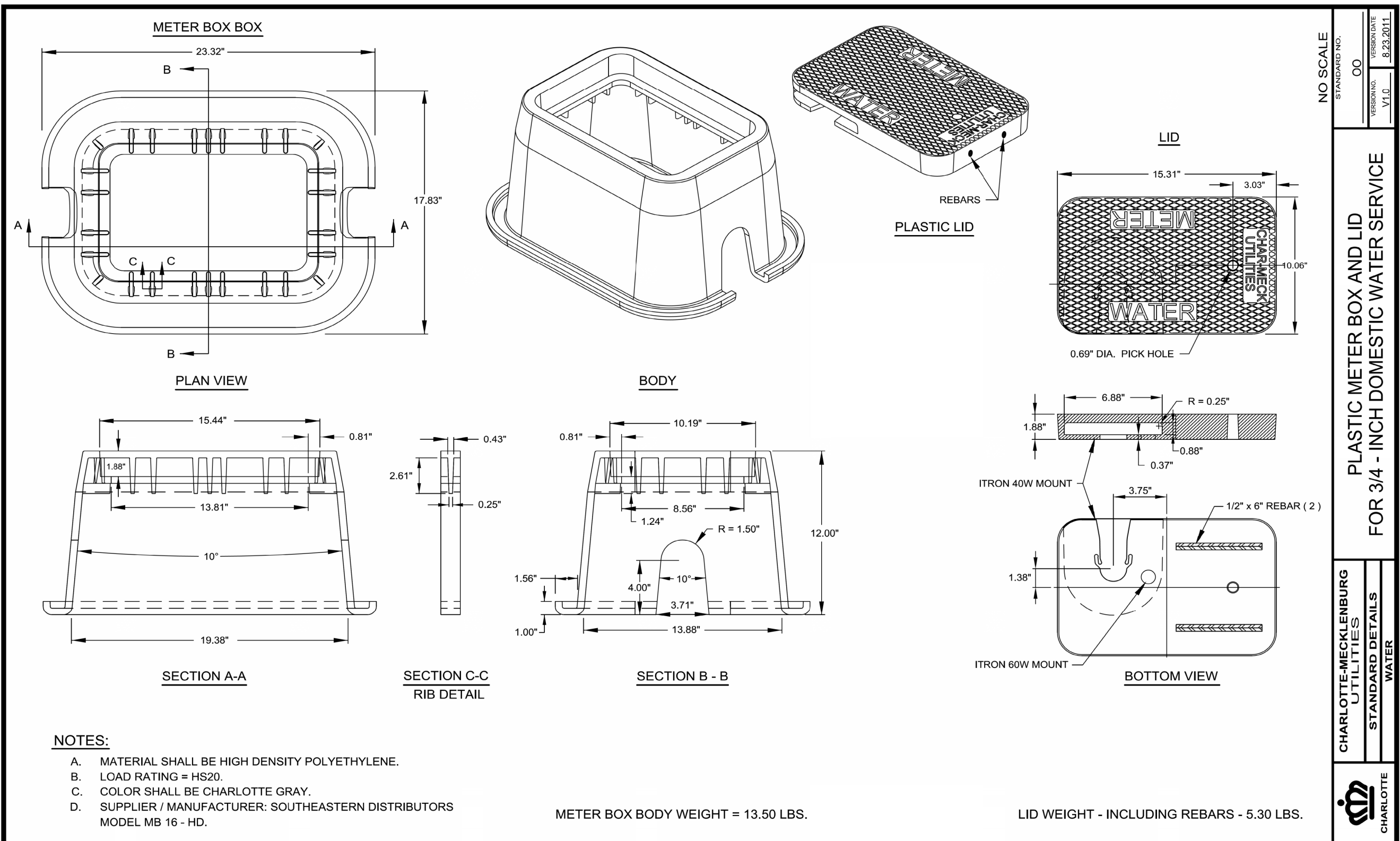
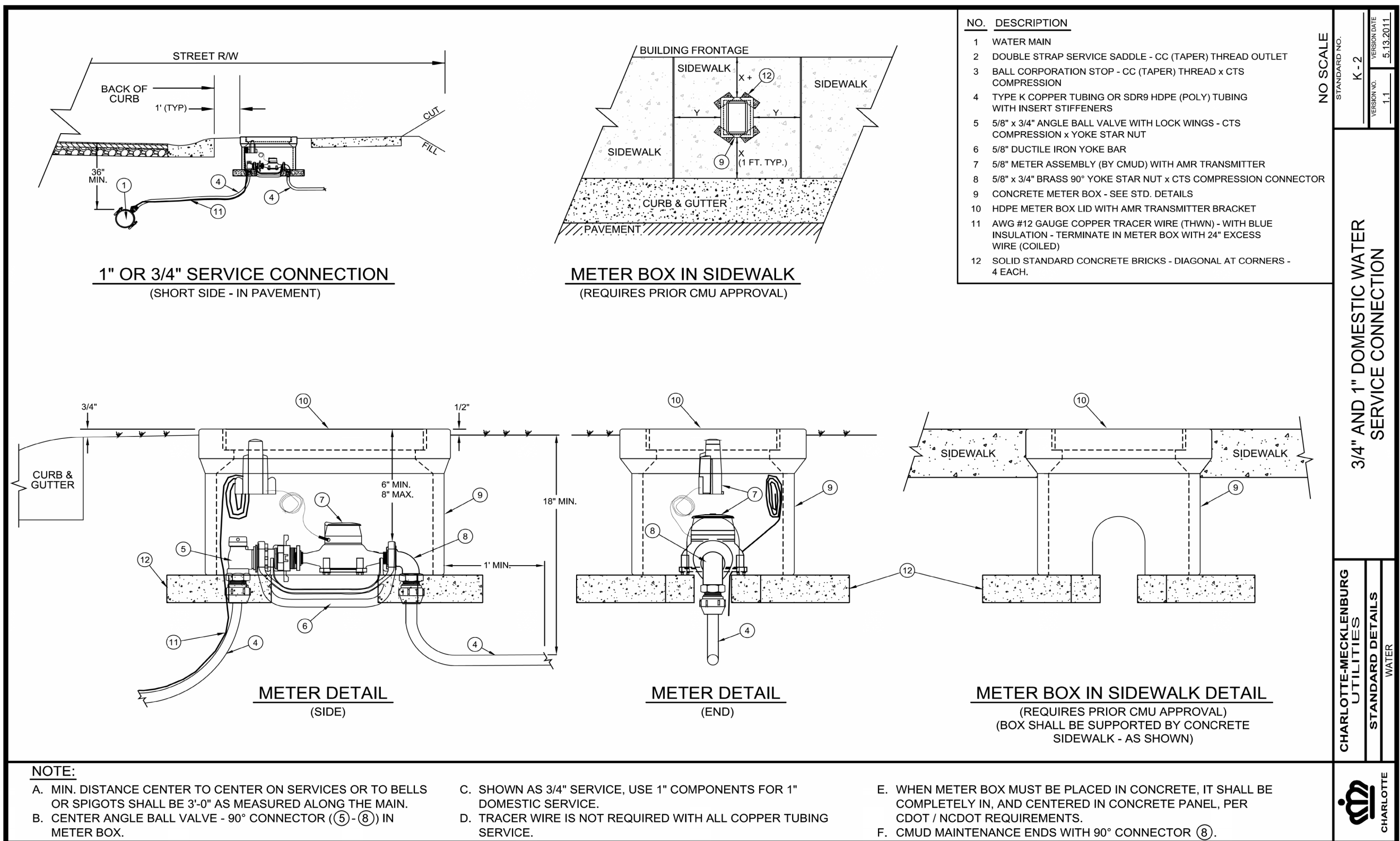
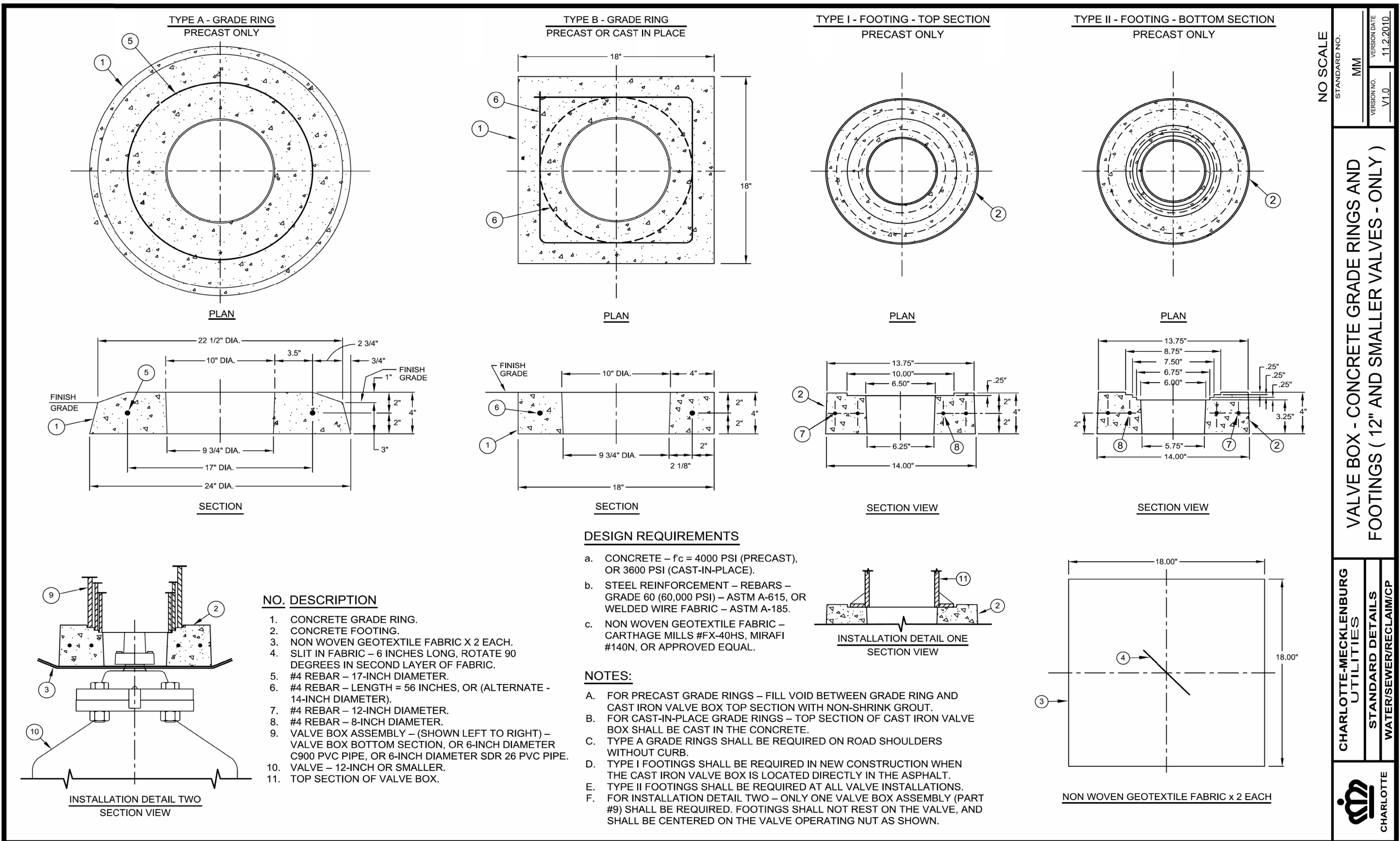
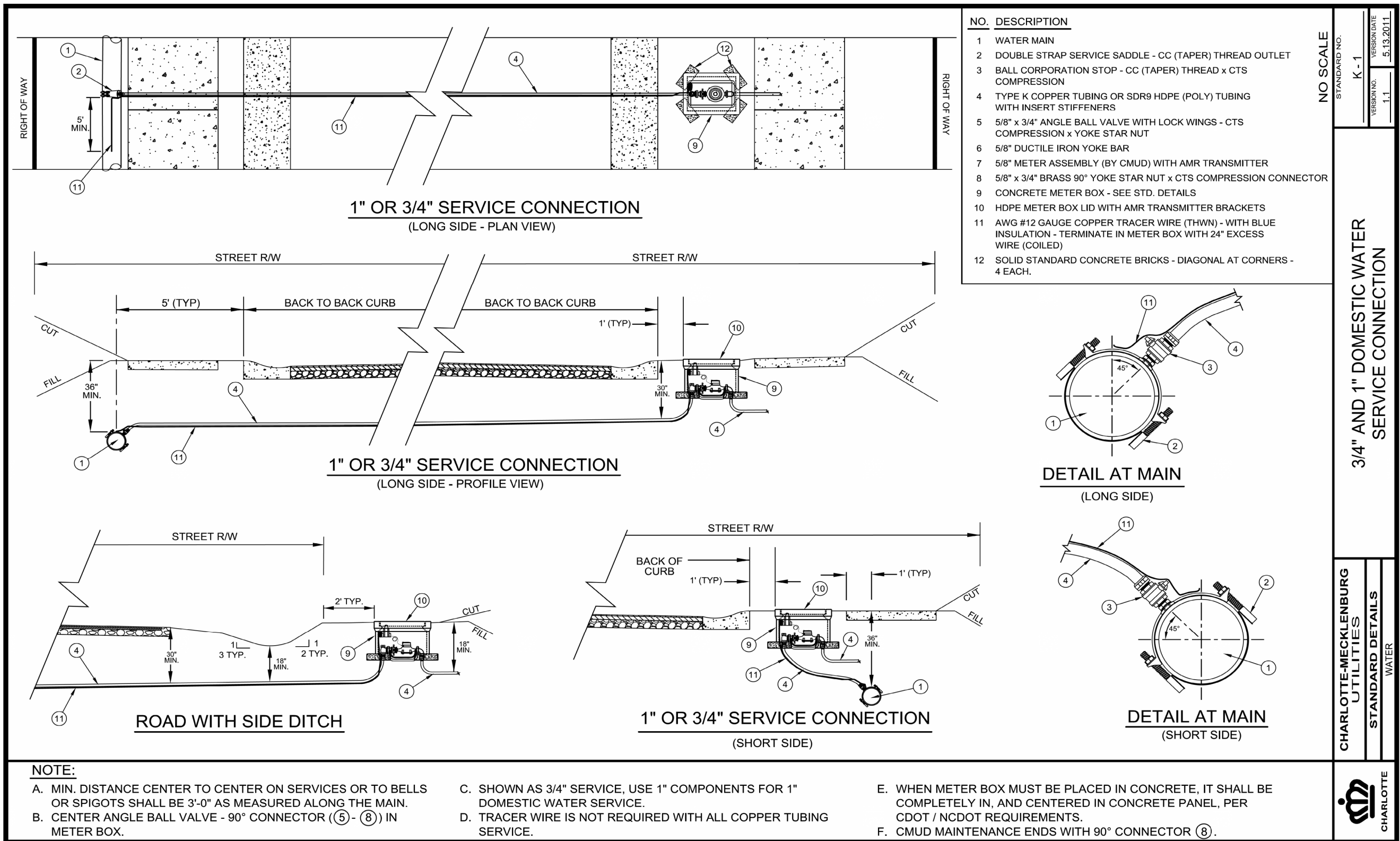
GENERAL SEQUENCE:

1. FOR EACH WATER LINE AND SEWER LINE RELOCATION, THE CONTRACTOR SHALL PROVIDE THE UTILITY OWNER WITH A DETAILED INSTALLATION, CONNECTION, AND SERVICE INTERRUPTION PLAN FOR APPROVAL AT LEAST SEVEN (7) DAYS PRIOR TO THE RELOCATION. AT A MINIMUM, EACH PLAN SHALL ADDRESS THE FOLLOWING:
  - A. SEQUENCE OF CONSTRUCTION OPERATIONS.
  - B. PROCEDURE FOR FLUSHING, TESTING, AND DISINFECTION OF ALL AFFECTED PIPING AND VALVES, AS REQUIRED BY THE UTILITY OWNER.
  - C. PHASING AND SCHEDULE FOR ALL CONNECTIONS, INCLUDING PLANNED SERVICE OUTAGES, DURATION, AND CONTINGENCY PLAN.
2. NO INTERRUPTION OF SERVICE WILL BE PERMITTED UNTIL THE FOREGOING PLAN HAS BEEN APPROVED BY THE UTILITY OWNER. THE UTILITY OWNER'S PERSONNEL SHALL WITNESS THE OPERATION OF THE UTILITY OWNER'S EXISTING FACILITIES INVOLVED IN THE INTERRUPTIONS OF SERVICE.
3. PLANNED SERVICE CONNECTION INTERRUPTIONS SHALL LAST NO LONGER THAN 8 HOURS UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. ALL INTERRUPTIONS OF SERVICES SHALL BE COORDINATED WITH AND SCHEDULED AT TIMES ACCEPTABLE TO THE UTILITY OWNER.
4. WRITTEN WATER SERVICE INTERRUPTION NOTICES SHALL BE PROVIDED TO ALL AFFECTED CUSTOMERS AT LEAST 72 HOURS PRIOR TO EACH PLANNED INTERRUPTION.

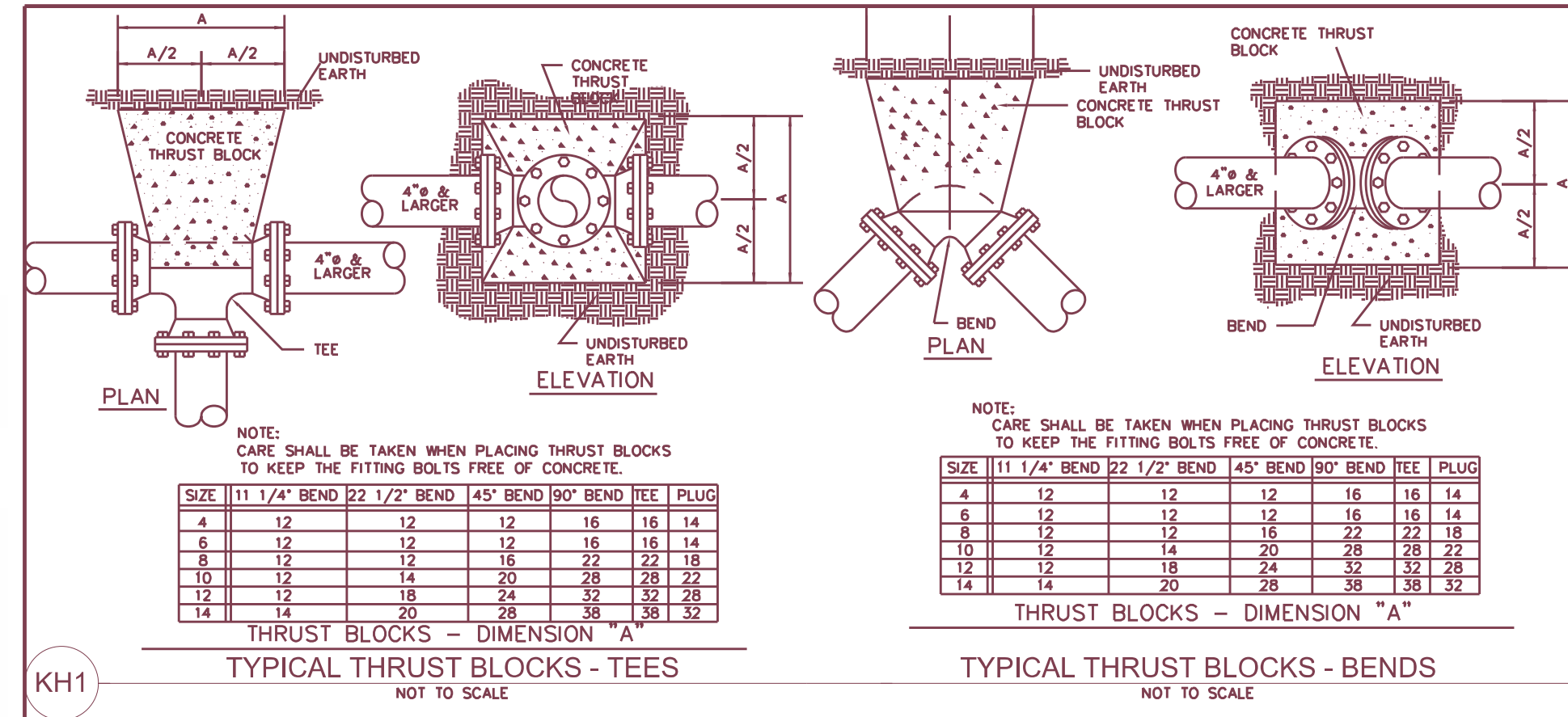
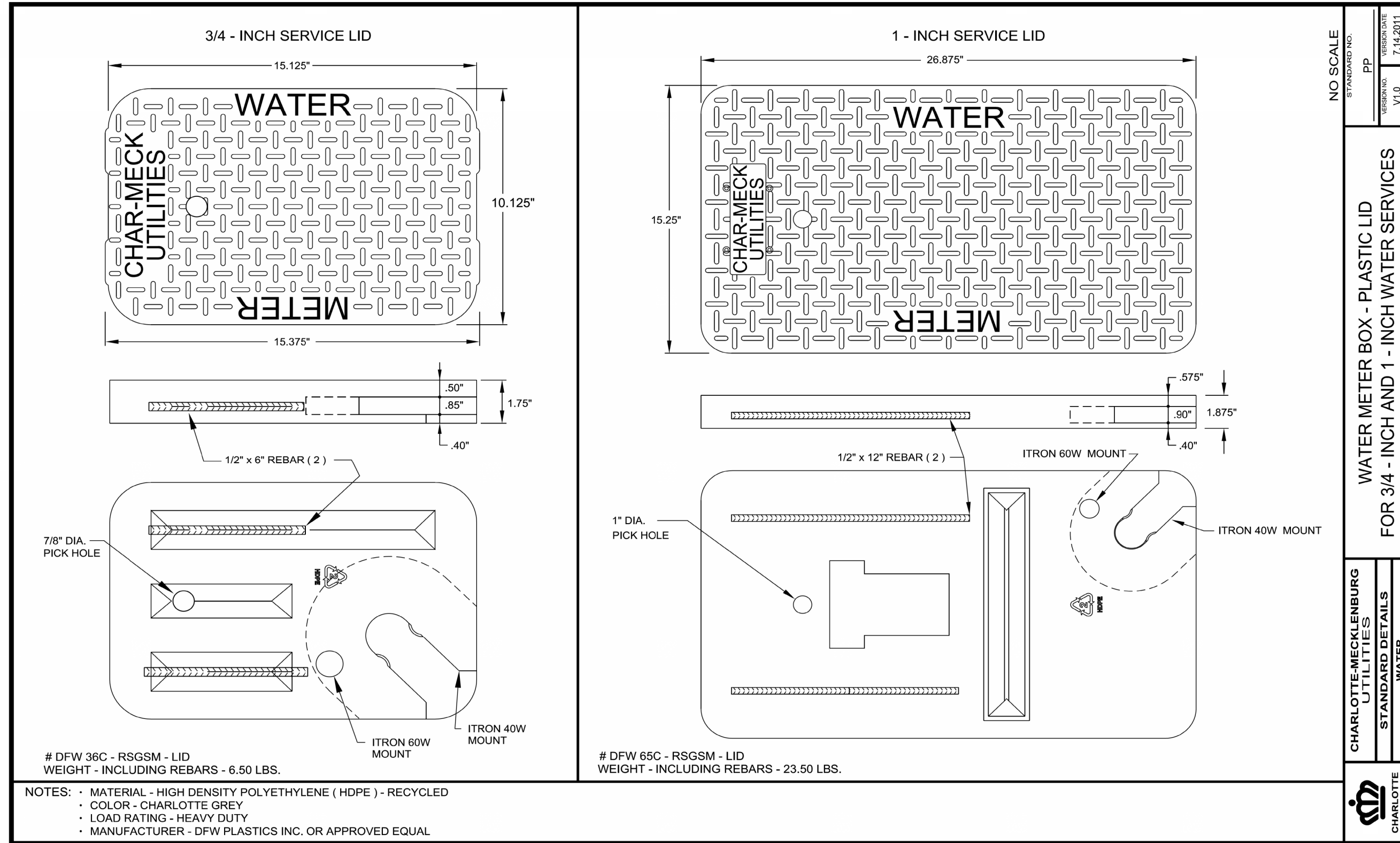








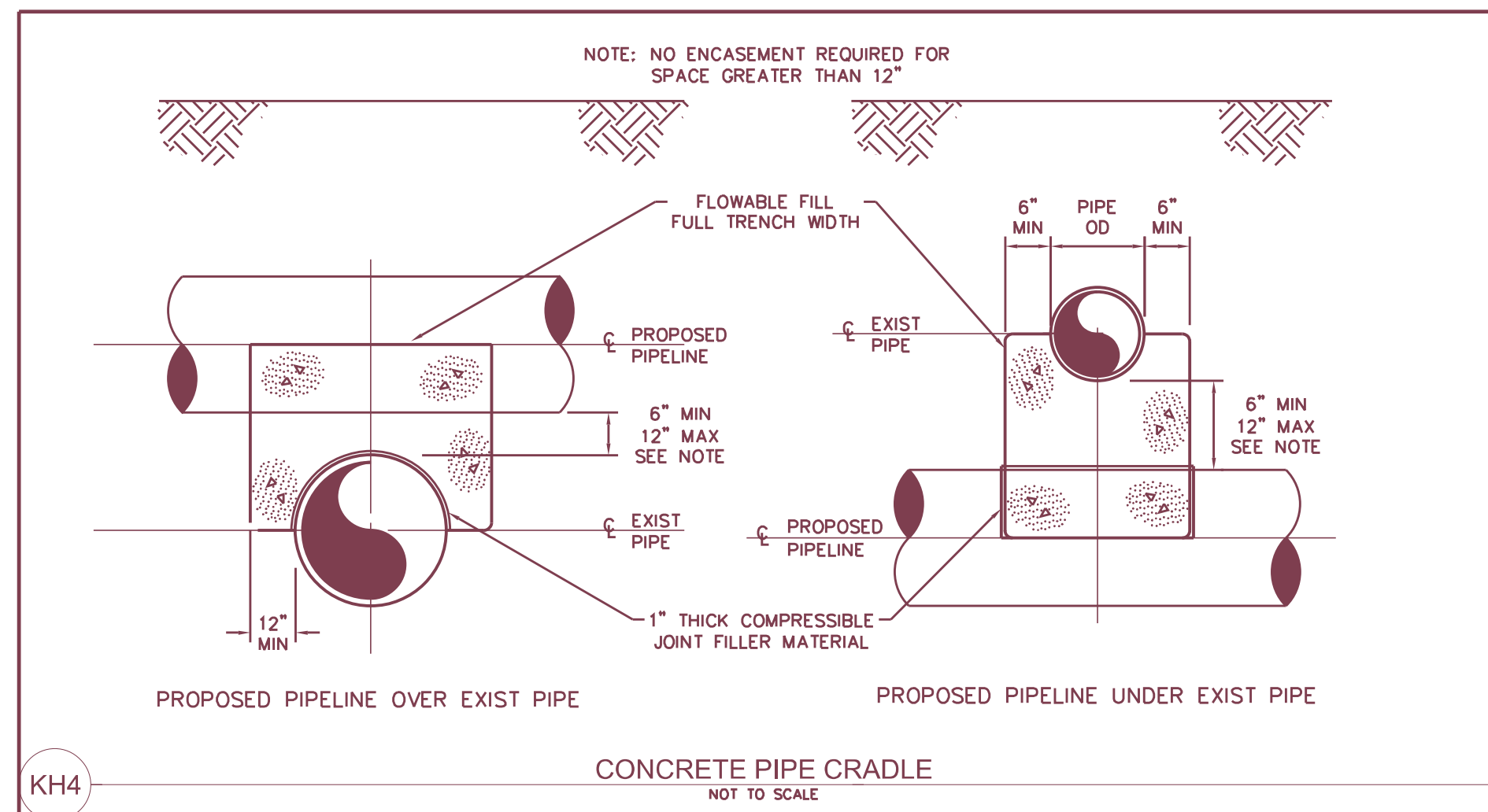
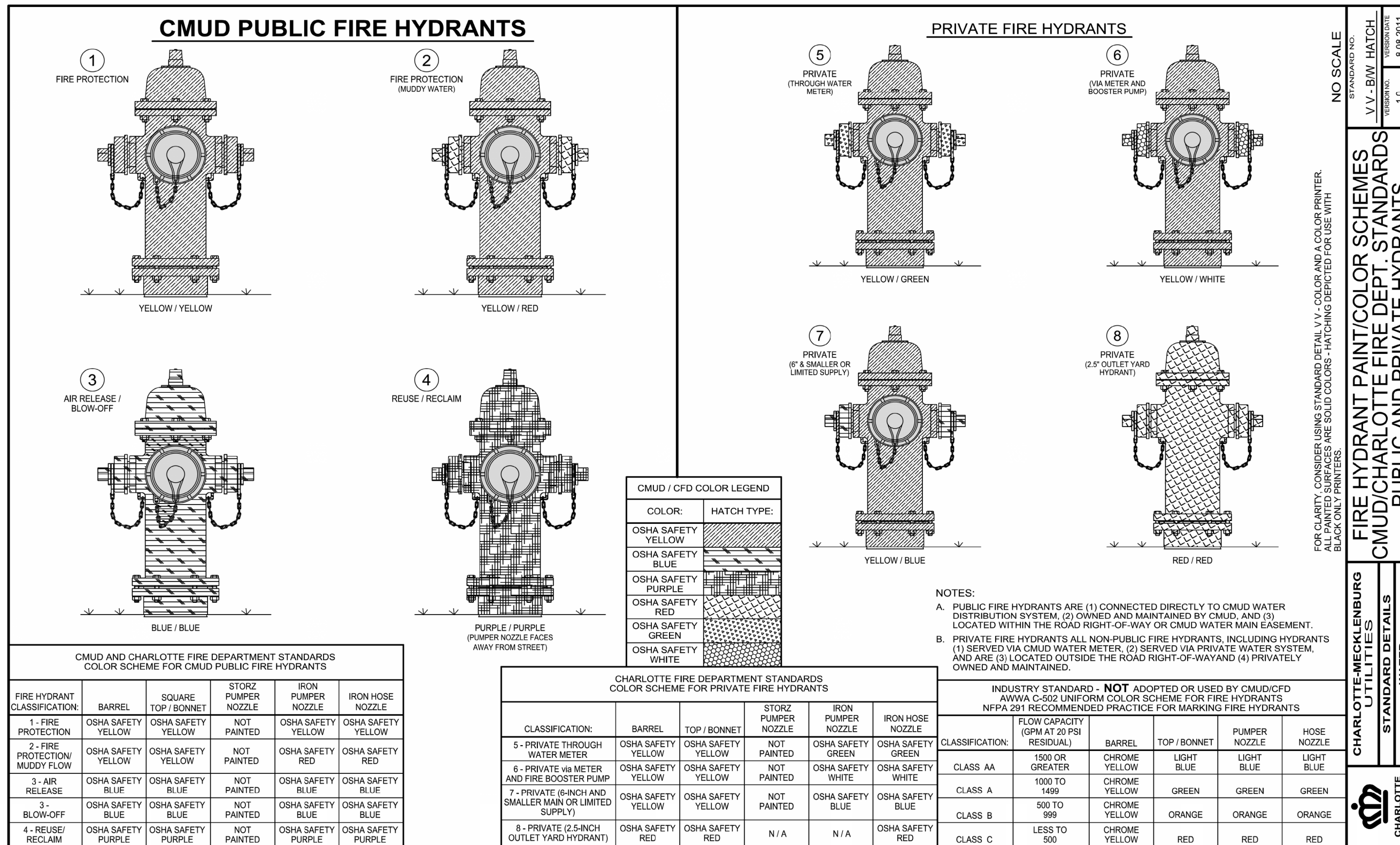
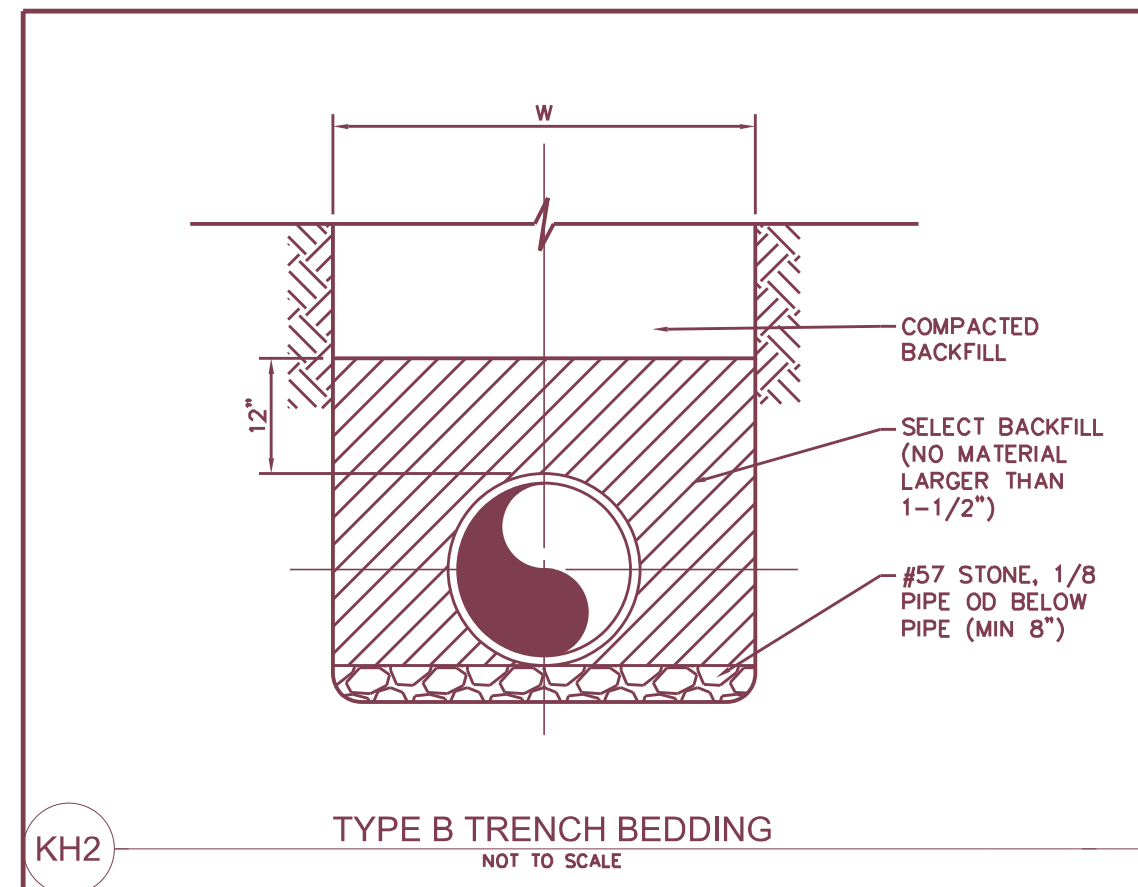




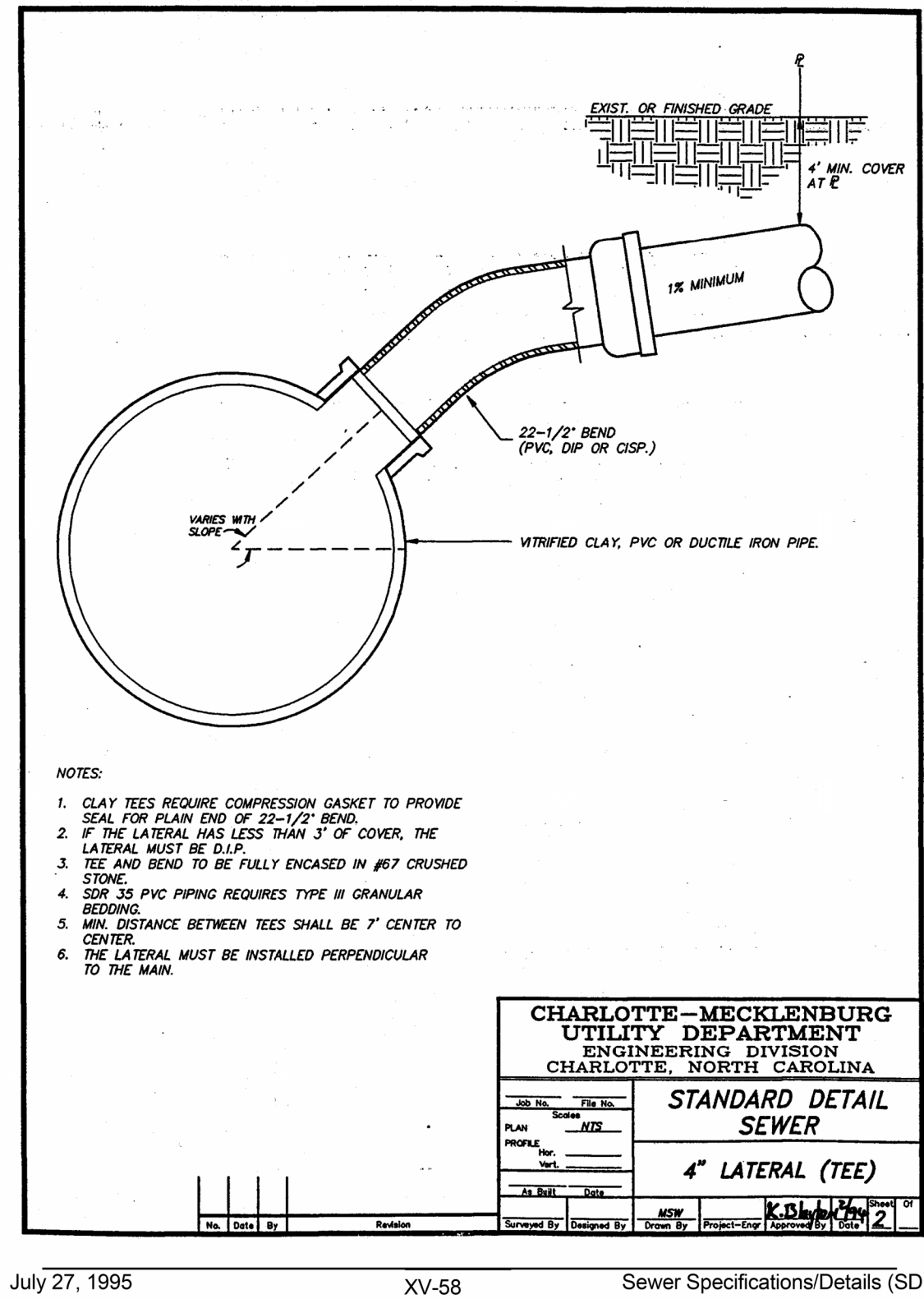
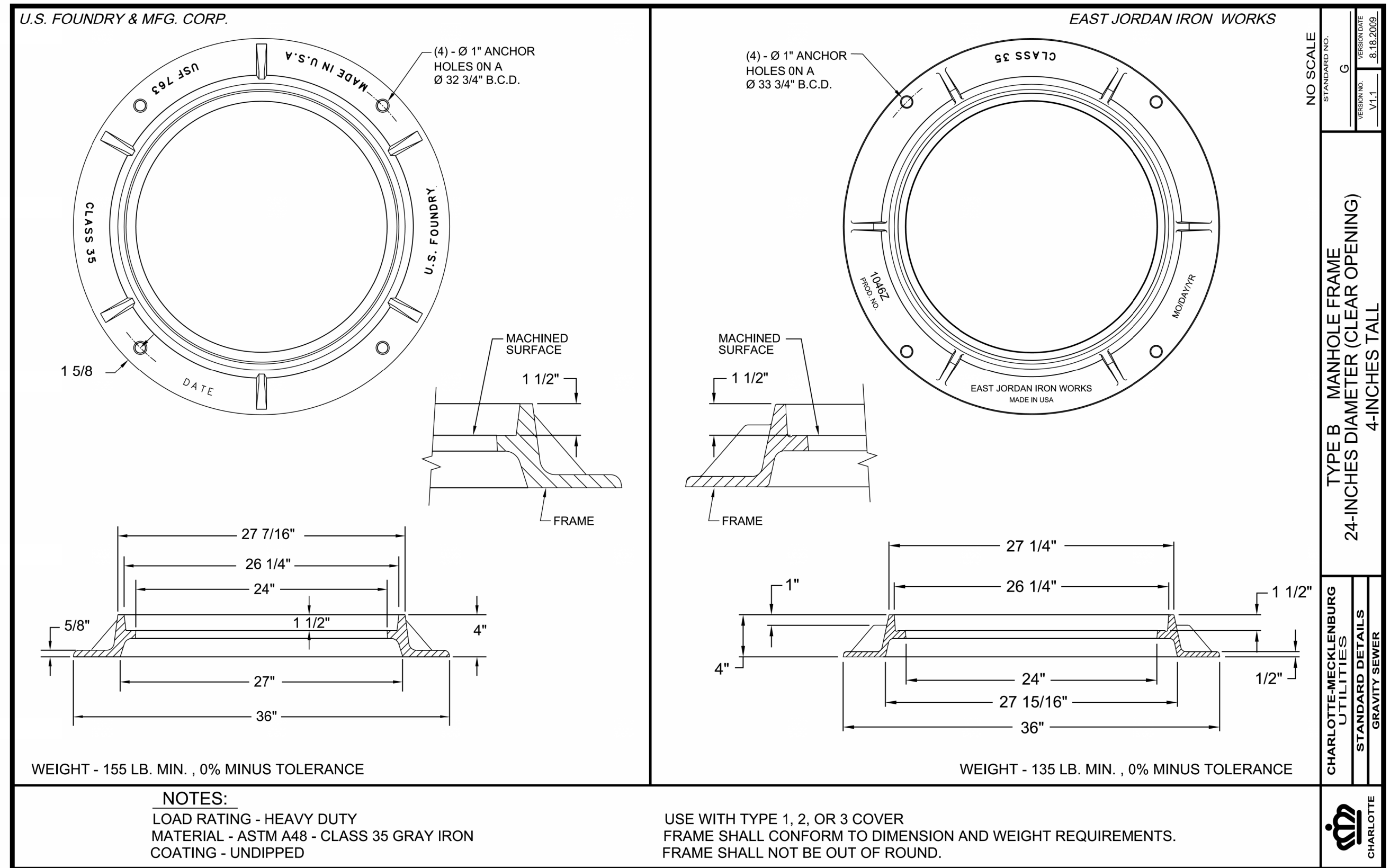
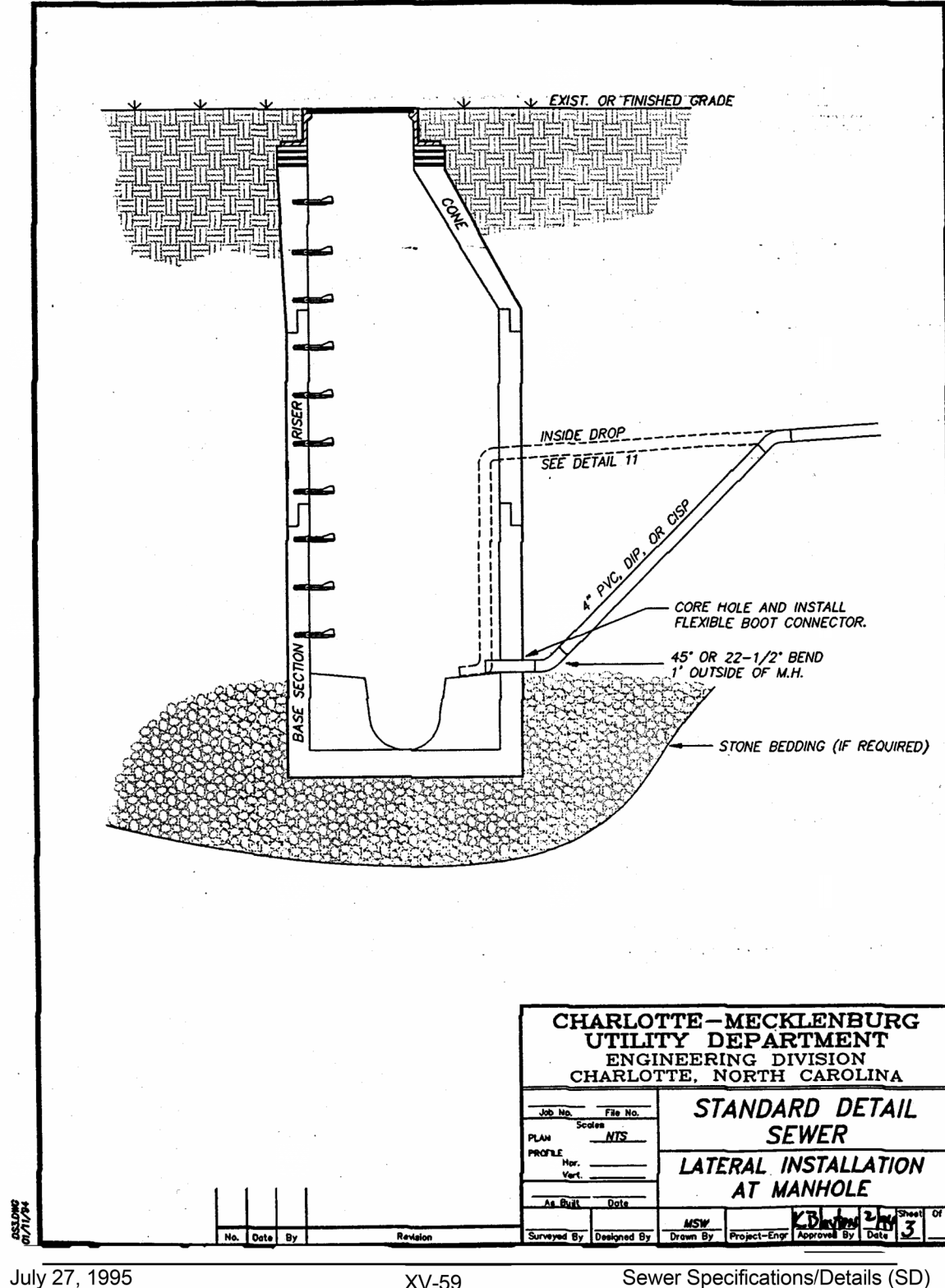
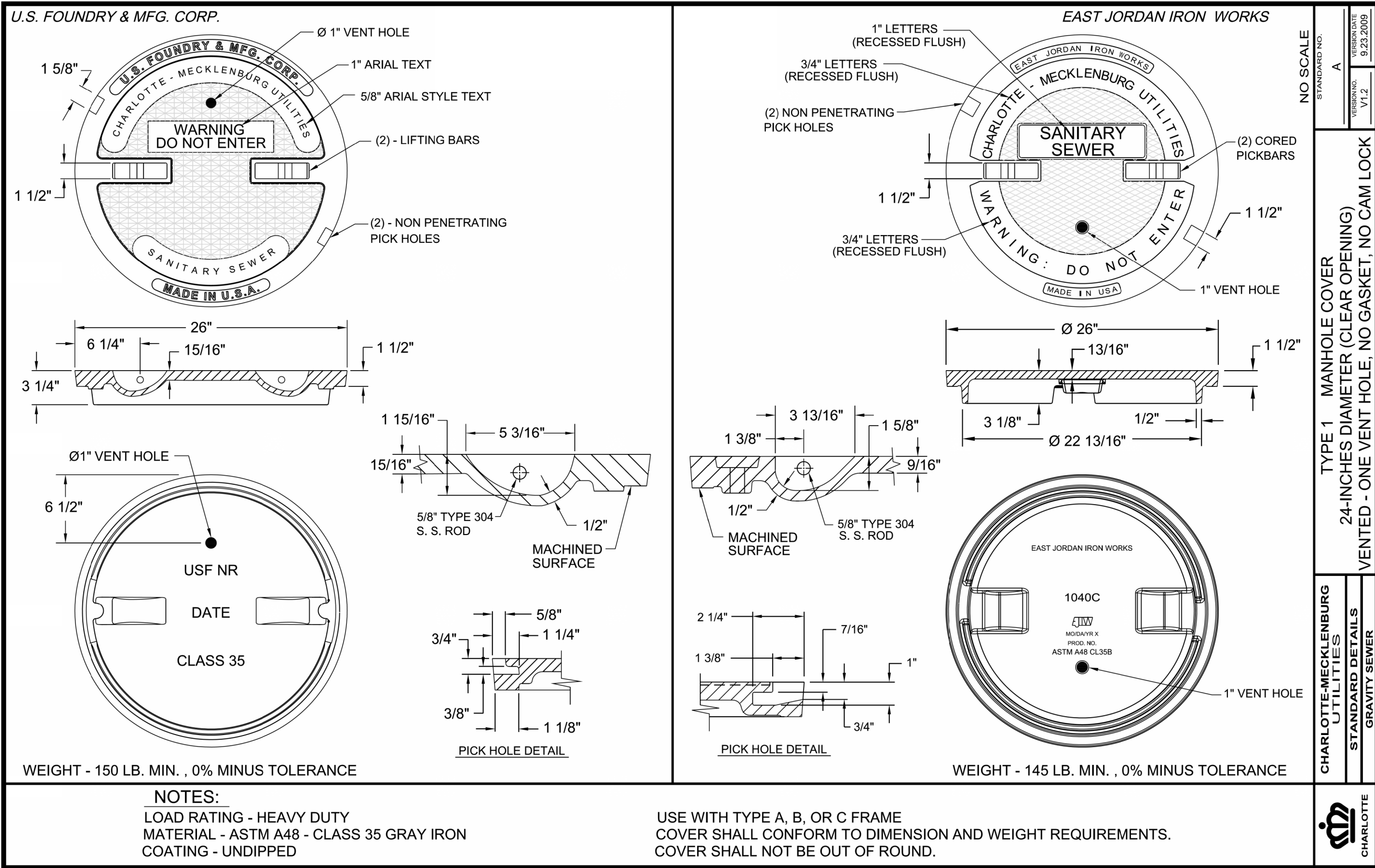
**TRENCH EXCAVATION LIMITS**

INTERNAL DIAMETER OF PIPE	W	
	MAX	W=MIN
4'-6"	3'-9"	2'-0"
8'-10"	3'-9"	2'-2"
12"	3'-9"	0.0 ± 2'
14'-16"	4'-2"	0.0 ± 2'
18"	4'-4"	0.0 ± 2'
20'-21"	4'-8"	0.0 ± 2'
24"	4'-11"	0.0 ± 2'
27"	5'-3"	0.0 ± 2'
30"	6'-7"	0.0 ± 2'
36"	7'-4"	0.0 ± 2'
42"	8'-2"	0.0 ± 2'
48"	8'-9"	0.0 ± 2'
54"	9'-4"	0.0 ± 2'
60"	9'-10"	0.0 ± 2'
72"	11'-0"	0.0 ± 2'
78"	11'-8"	0.0 ± 2'
84"	12'-0"	0.0 ± 2'
90"	12'-6"	0.0 ± 2'
96"	13'-0"	0.0 ± 2'
108"	14'-0"	0.0 ± 2'

W = TRENCH WIDTH AT BOTTOM OF PIPE. TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.

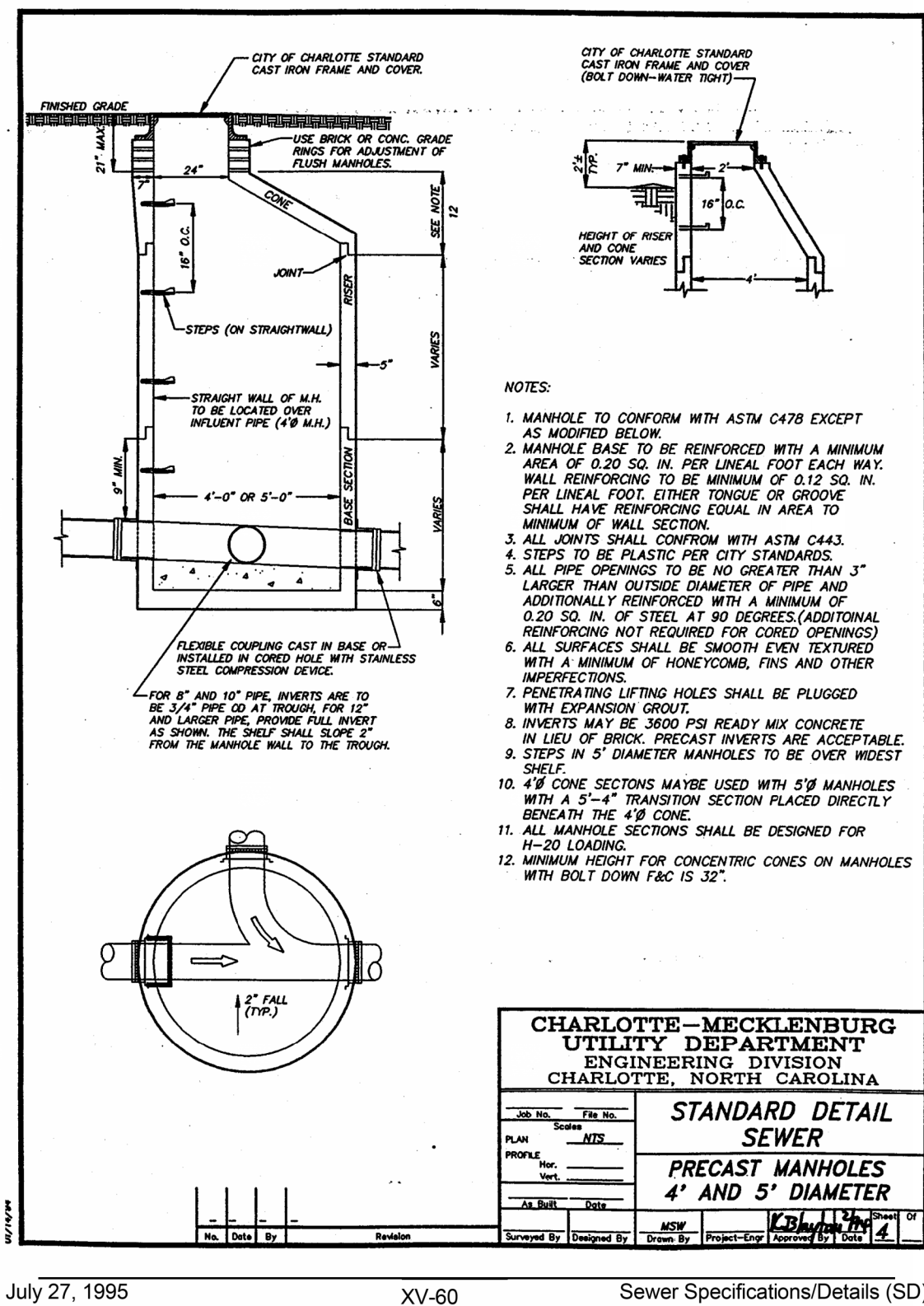
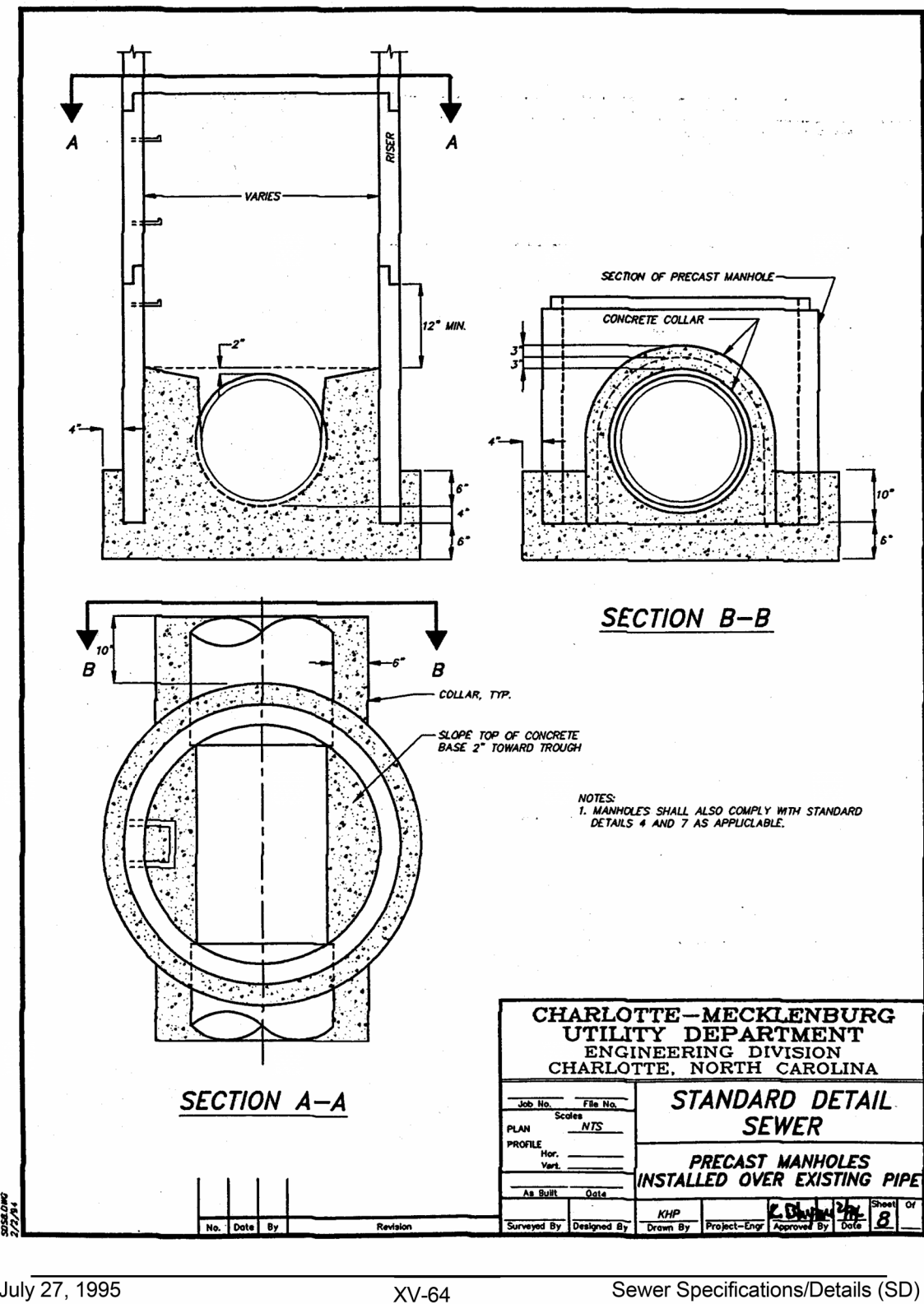
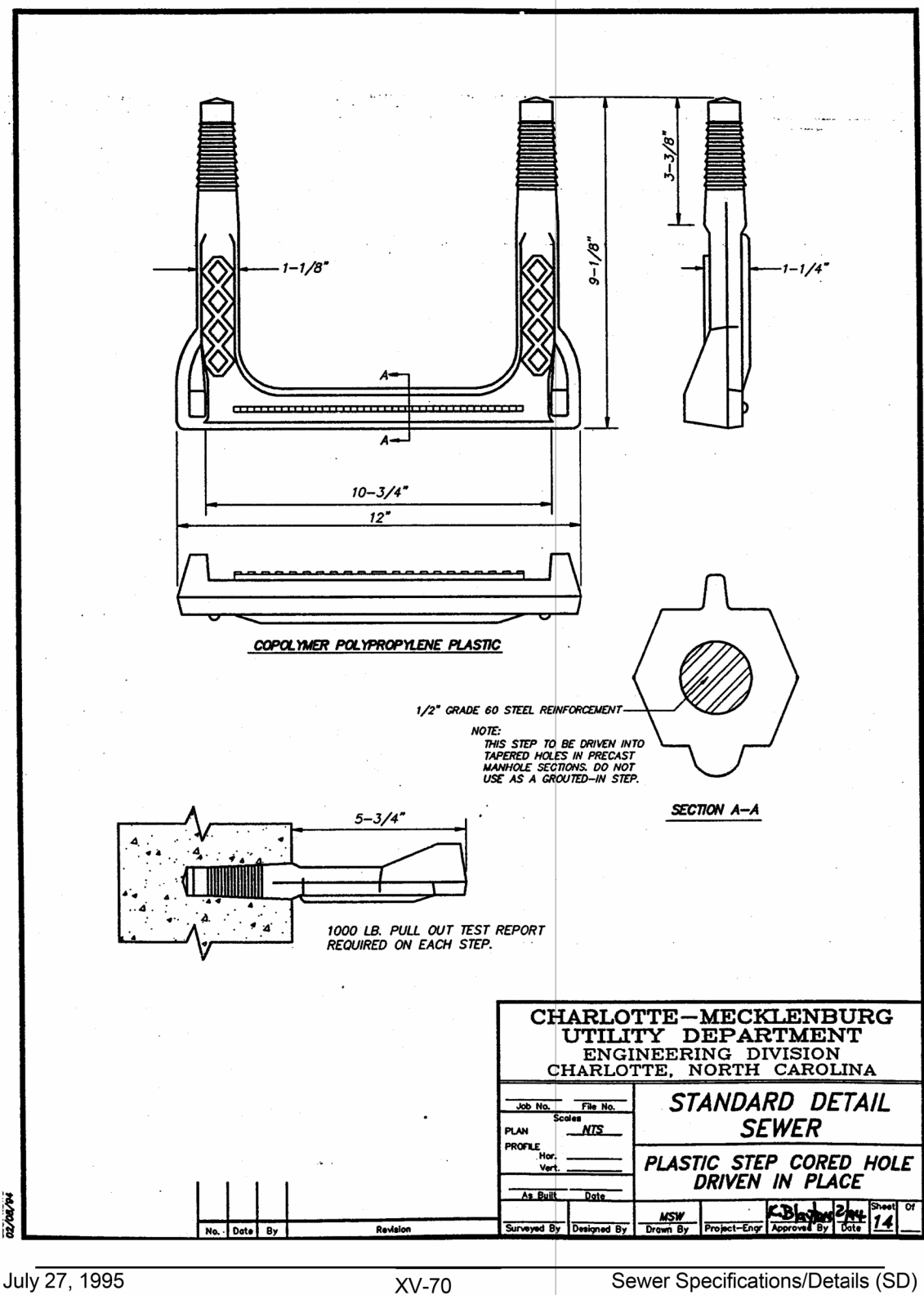








REVISIONS





DESIGNED BY: MAS

DRAWN BY: SJJ

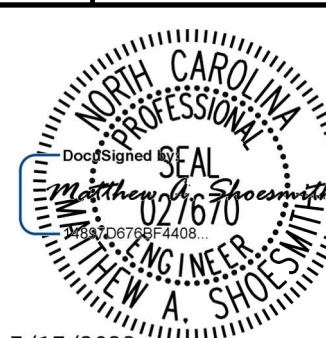
CHECKED BY: MAS

APPROVED BY: ---

REVISED:

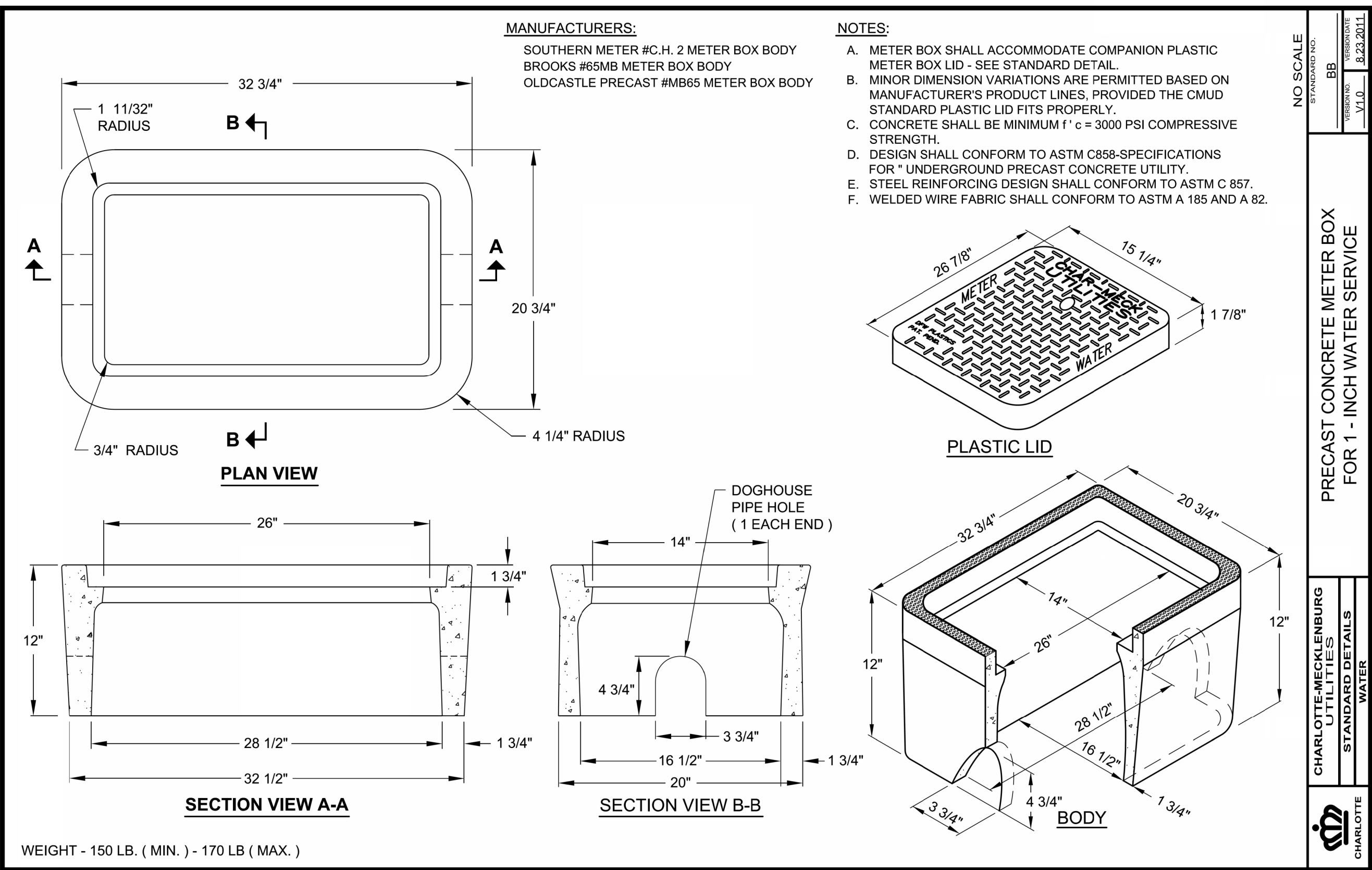
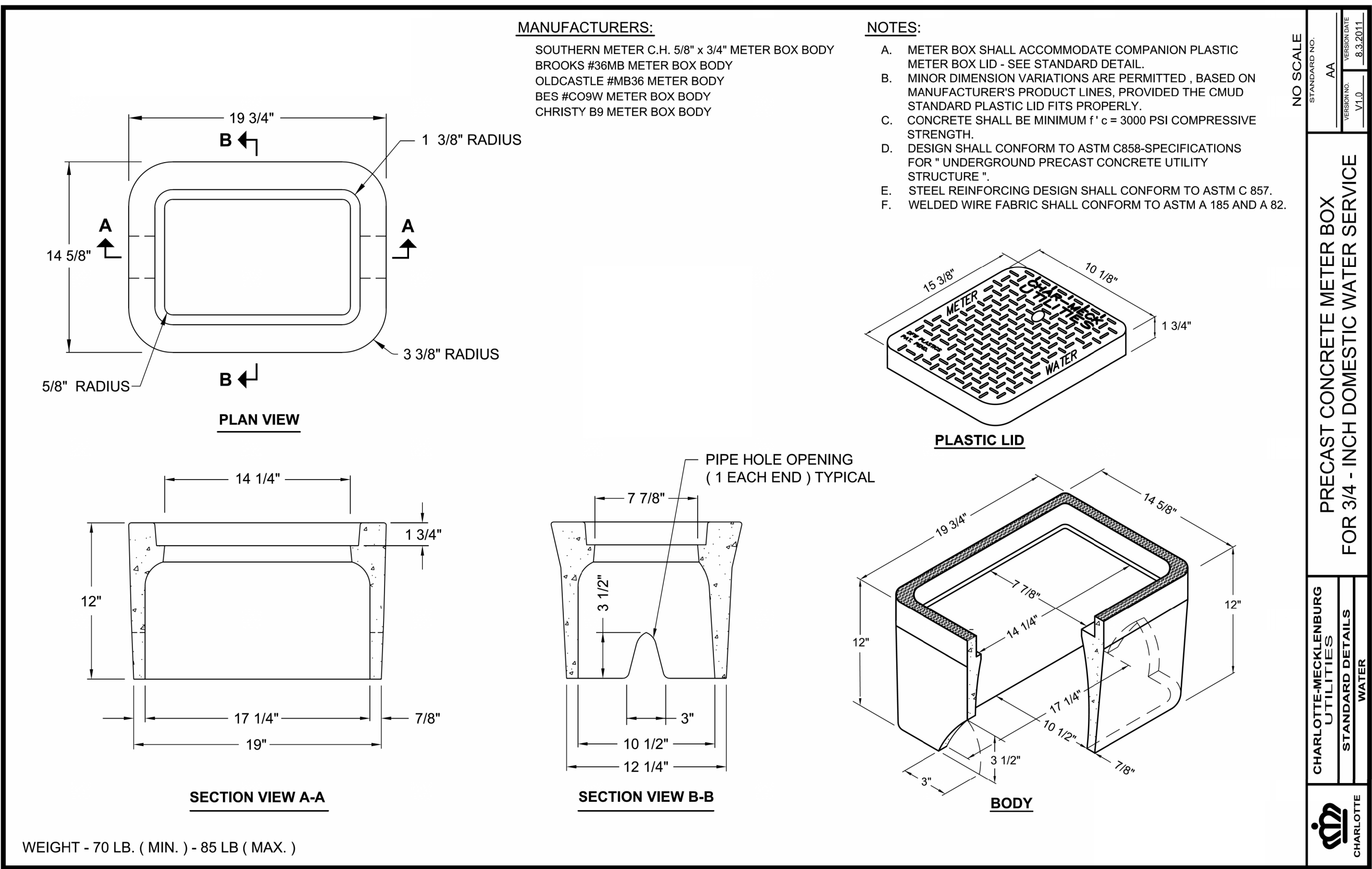
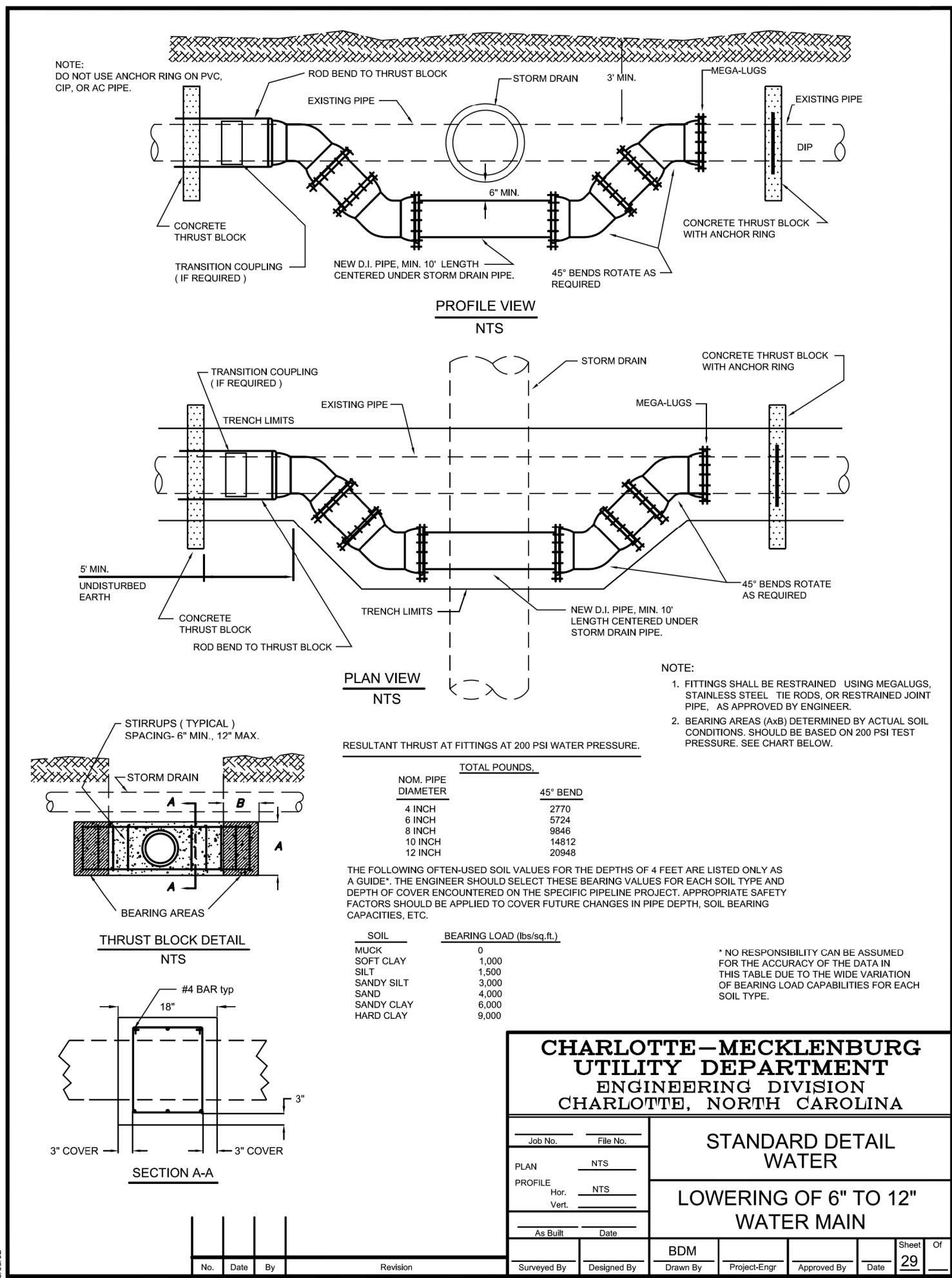
NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION

UTILITIES ENGINEERING SEC.  
PHONE: (919) 707-6690  
FAX: (919) 250-4151



7/17/2023  
UTILITY CONSTRUCTION  
PLANS ONLY

**UTILITY CONSTRUCTION**



REVISIONS




DAVIDSON SOUTH MAIN  
CONDOMINIUM ASSOCIATION, INC.

DAVIDSON  
HISTORIC  
DISTRICT

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

NC GRID  
NAD 83 NA 2011

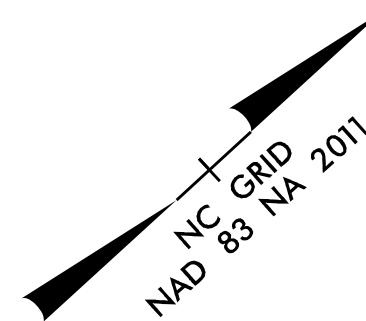
PROJECT REFERENCE NO.		SHEET NO.	
U-5907		UC-4	
DESIGNED BY: MAS			
DRAWN BY: SJJ			
CHECKED BY: MAS			
APPROVED BY: ---			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/17/2019 UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

## UTILITY CONSTRUCTION

## REVISIONS

MATCHLINE -LI- STA 15+00 (SHEET UC-5)

DAVIDSON  
HISTORIC  
DISTRICT

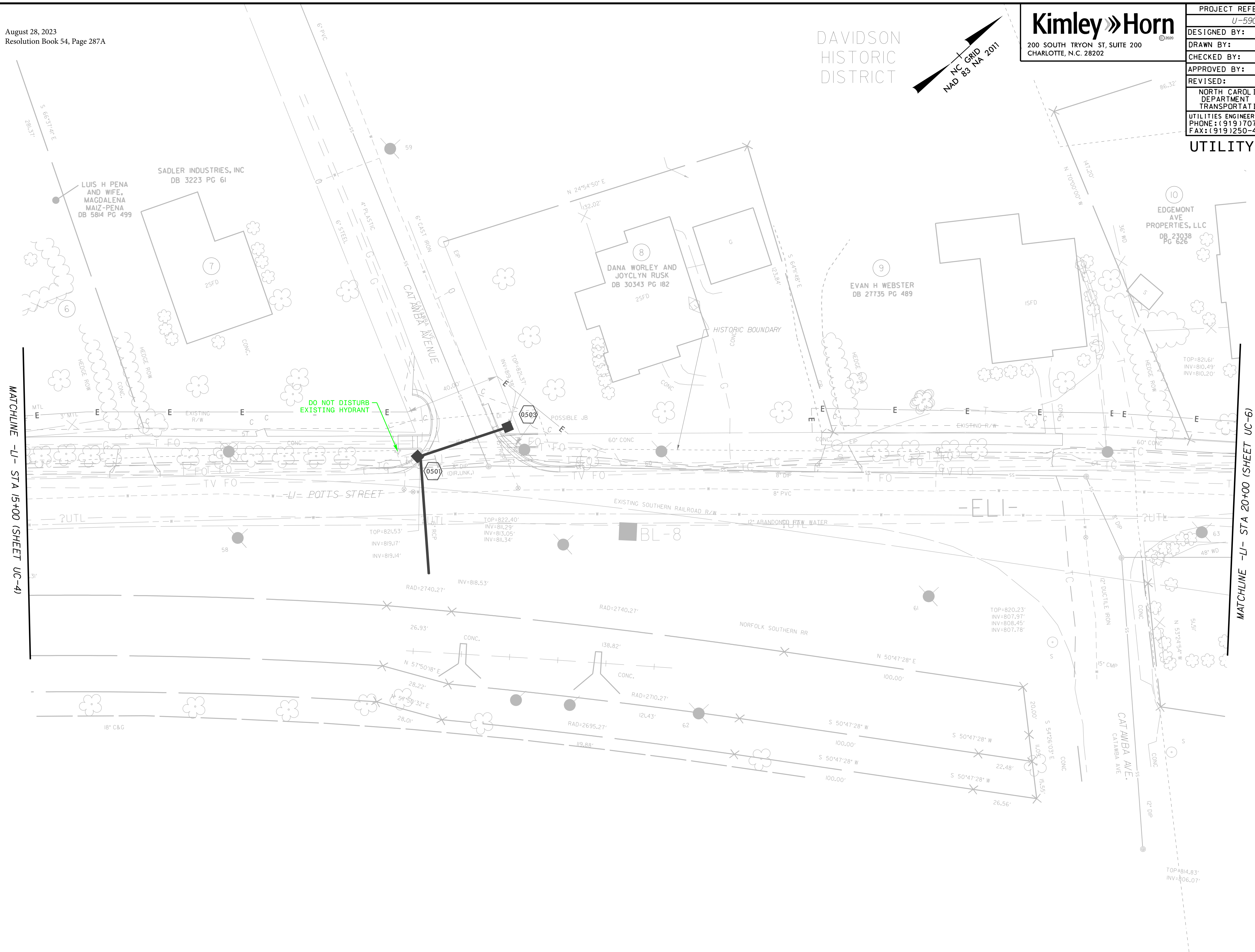


**Kimley»Horn**

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-5
DESIGNED BY:	MAS	
DRAWN BY:	SJJ	
CHECKED BY:	MAS	
APPROVED BY:	---	
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/17/2023
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UTILITY CONSTRUCTION



MATCHLINE -LI- STA 15+00 (SHEET UC-4)

MATCHLINE -LI- STA 20+00 (SHEET UC-6)

REVISIONS

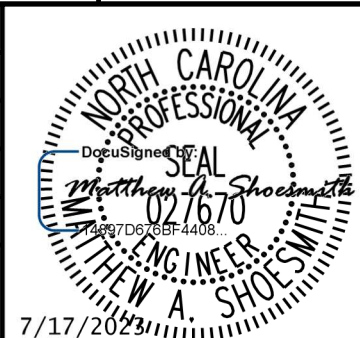


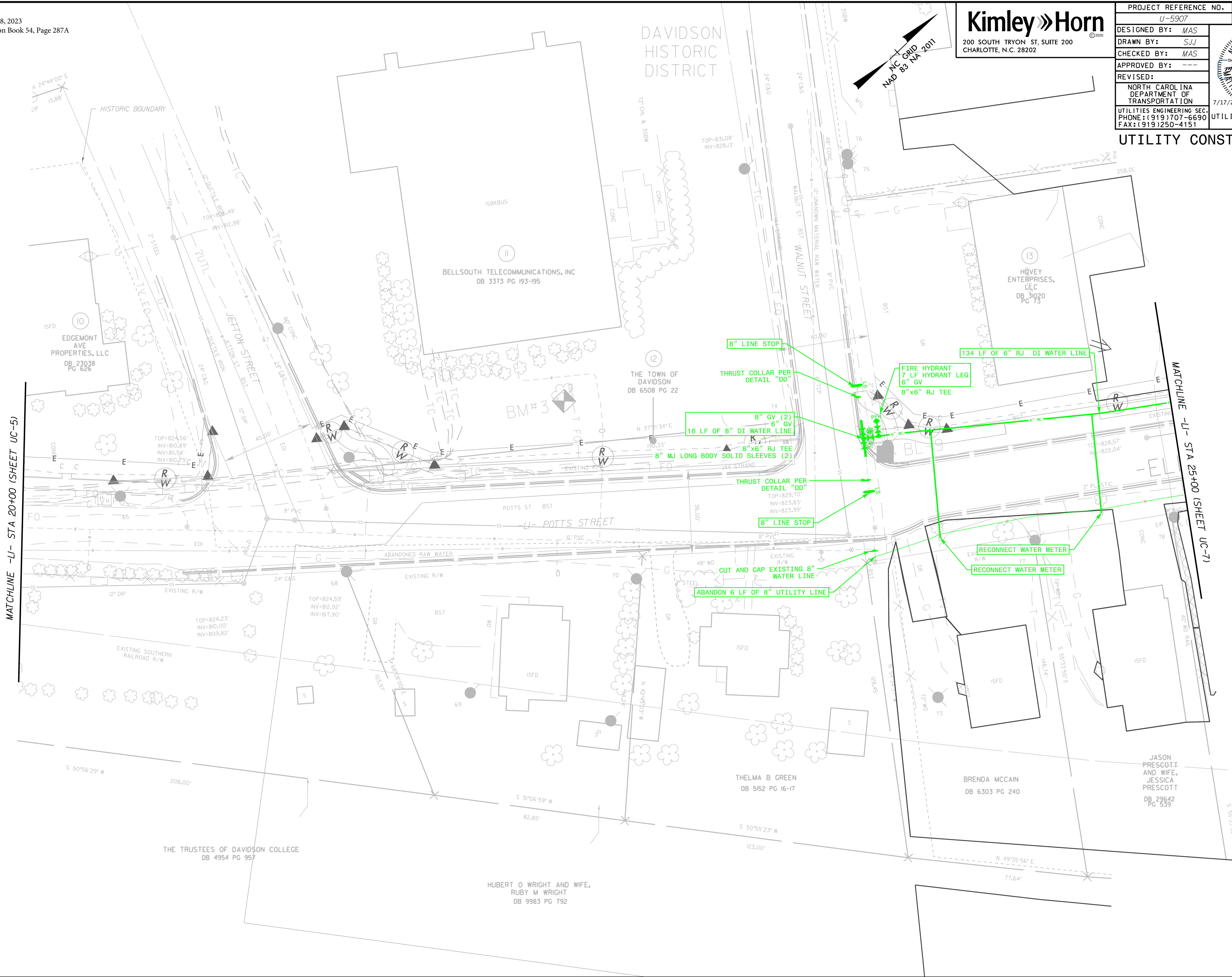
5/14/99

August 28, 2023  
Resolution Book 54, Page 287A

**Kimley»Horn**

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

PROJECT REFERENCE NO.		SHEET NO.	
U-5907		UC-6	
DESIGNED BY: MAS			
DRAWN BY: SJJ			
CHECKED BY: MAS			
APPROVED BY: ---			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/17/2023	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	



REVISIONS

7/17/2023




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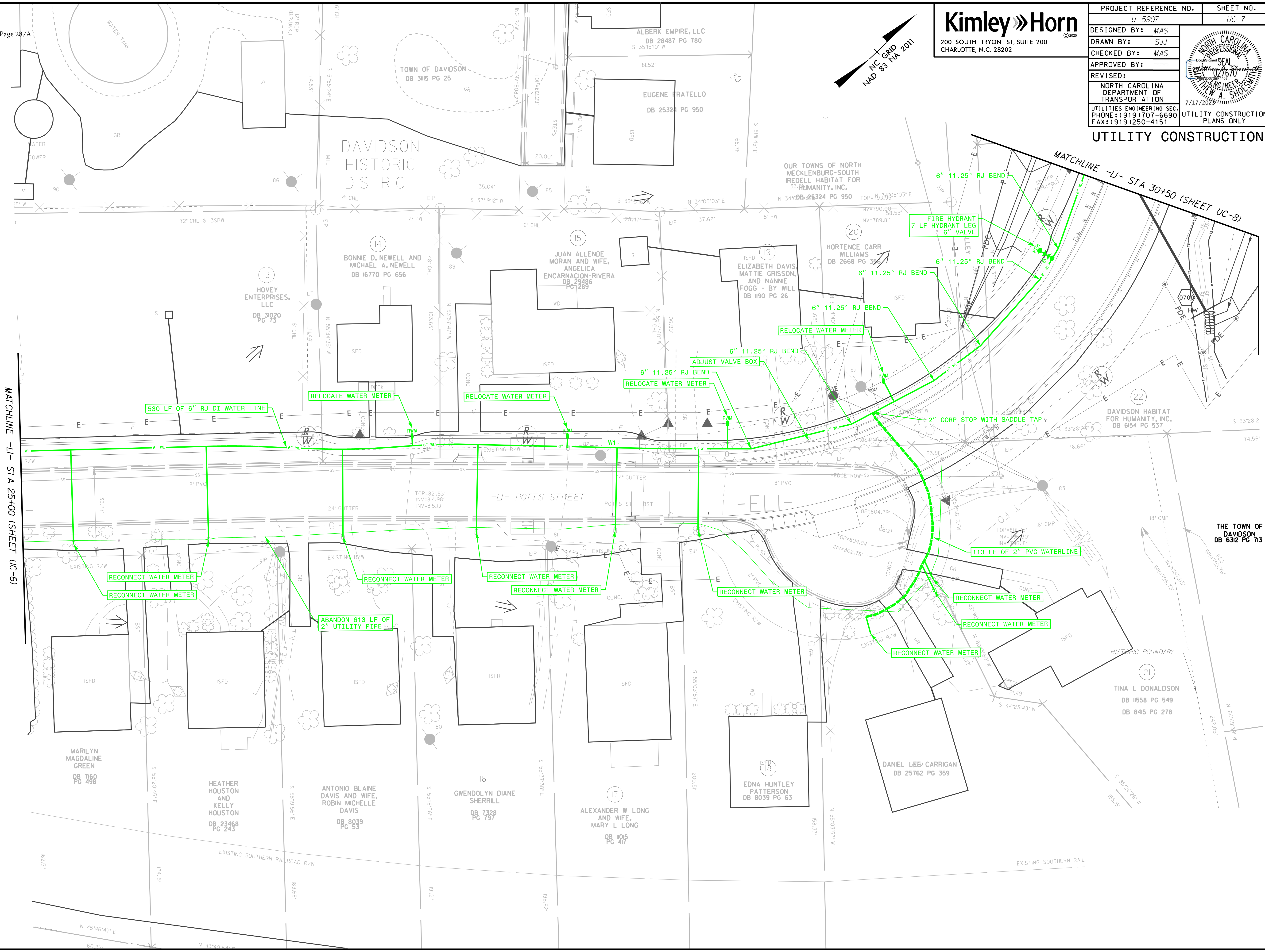
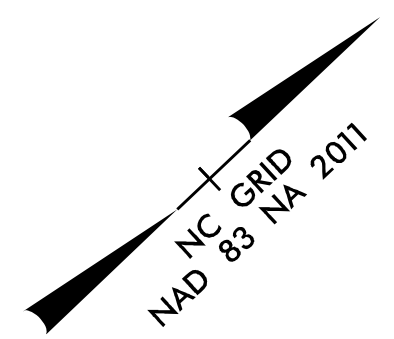
August 28, 2023  
Resolution Book 54, Page 287A

Kimley»Horn

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-7
DESIGNED BY: MAS		
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	7/17/2024	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY
UTILITY CONSTRUCTION		

UTILITY CONSTRUCTION



REVISIONS

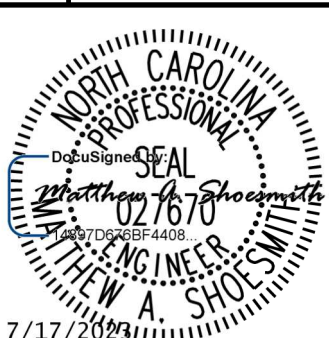
7/17/2023



Kimley»Horn

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

NC GRID  
83 NA 2011

PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-8
DESIGNED BY: MAS		
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 AX: (919) 250-4151		
UTILITY CONSTRUCTION PLANS ONLY		

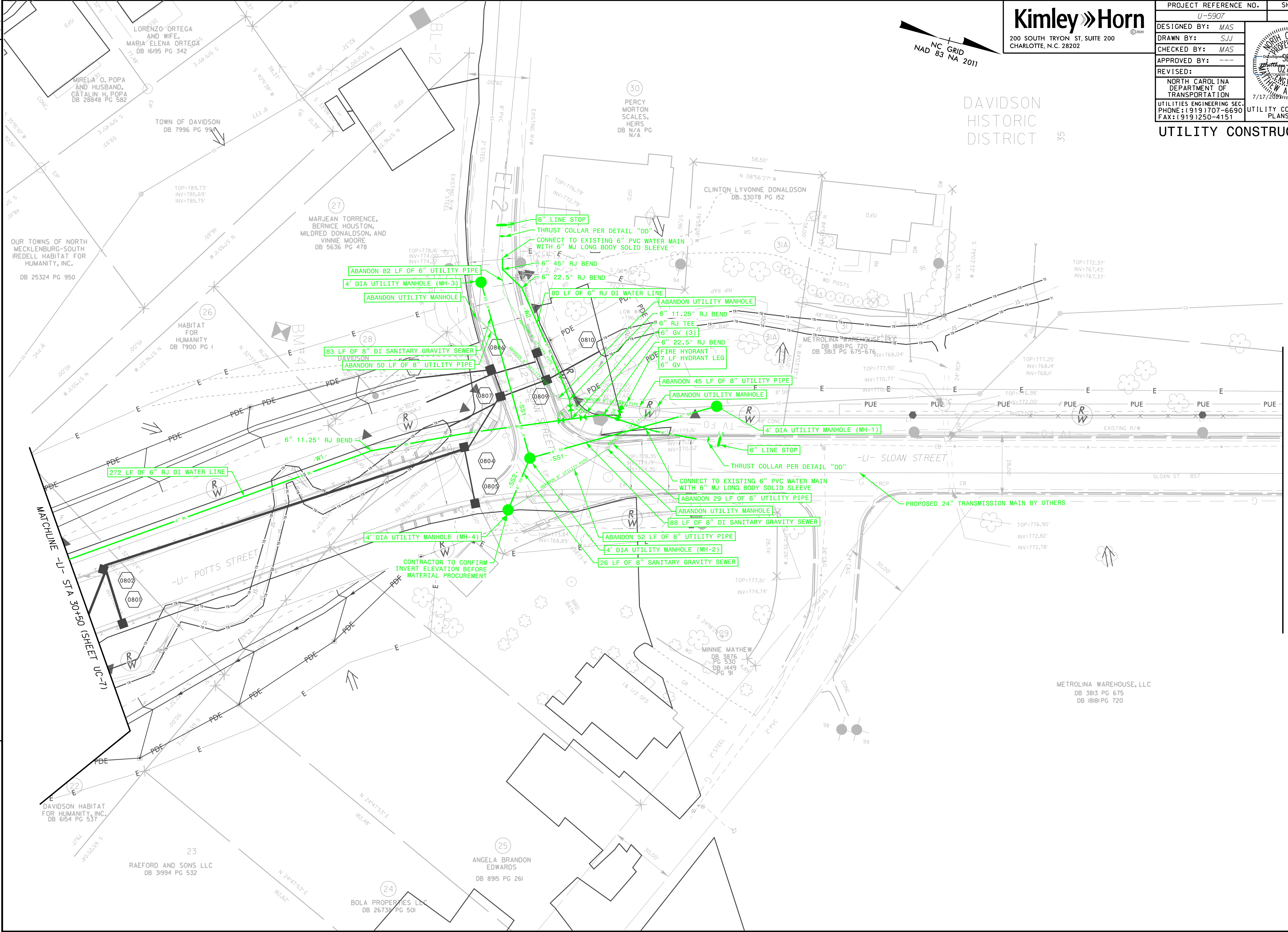
UTILITY CONSTRUCTION

DAVIDSON  
HISTORIC  
DISTRICT

35

REVISIONS

MATCHLINE -LI- STA 36+00 (SHEET UC-9)



7/17/2023

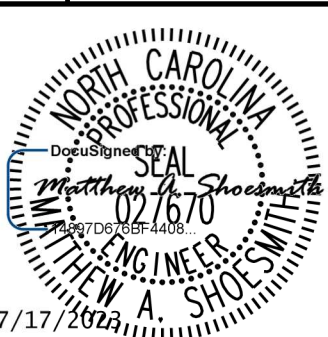


5/14/99

August 28, 2023  
Resolution Book 54, Page 287A

**Kimley»Horn**

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-9
DESIGNED BY: MAS		
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		
		UTILITY CONSTRUCTION PLANS ONLY

DAVIDSON  
HISTORIC  
DISTRICT

32  
TOWN OF DAVIDSON  
DB 1927 PG 223

RELOCATE FIRE HYDRANT  
14 LF OF RJ HYDRANT LEG  
CONTRACTOR TO CONFIRM VALVE IS  
RESTRAINED TO WATER MAIN

ADJUST MANHOLE

MATCHLINE -LI- STA 36+00 (SHEET UC-8)

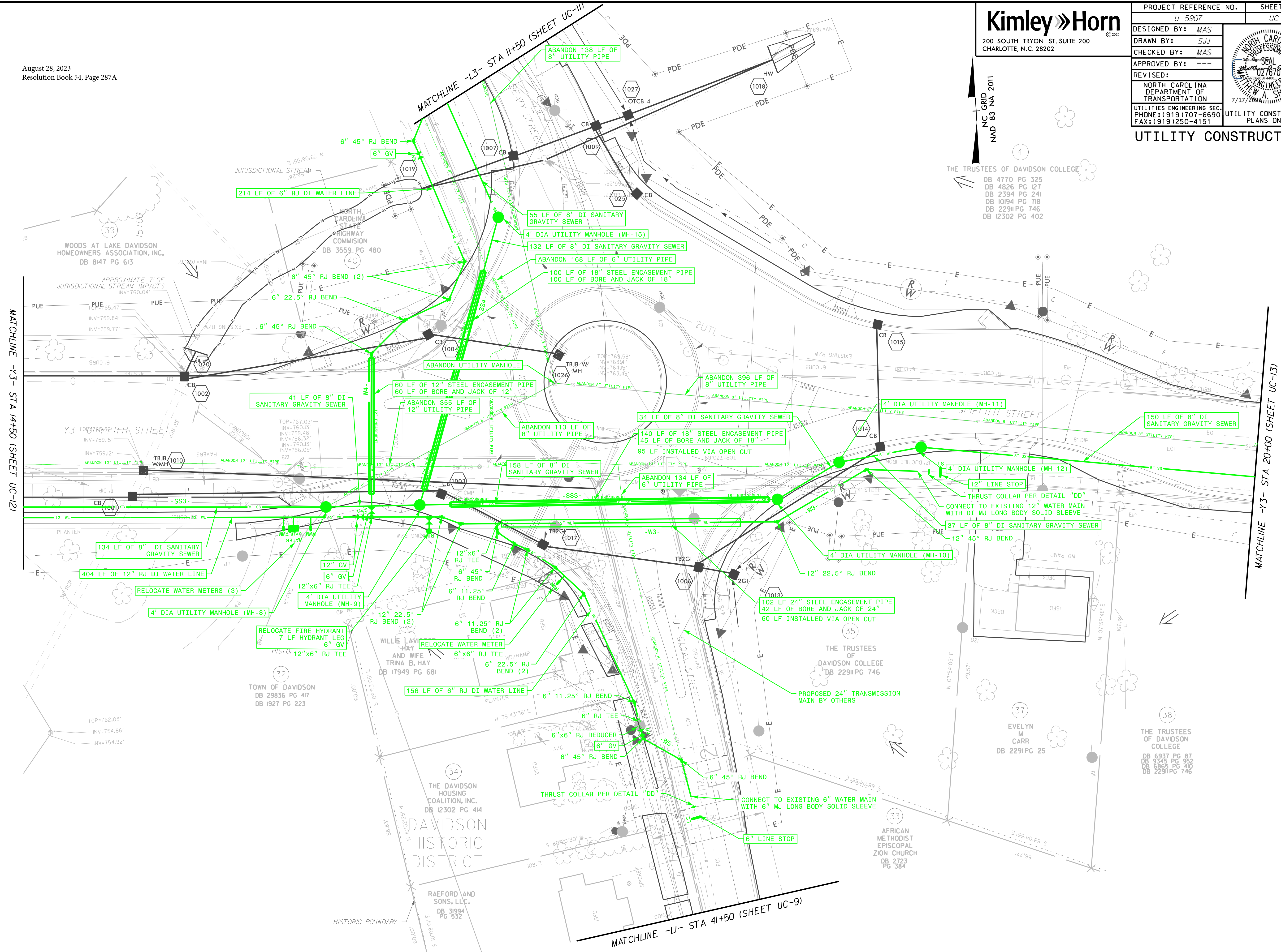
MATCHLINE -LI- STA 41+50 (SHEET UC-10)

REVISIONS

7/17/2023



## UTILITY CONSTRUCTION





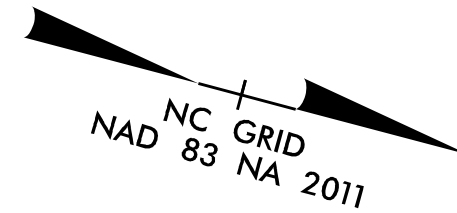
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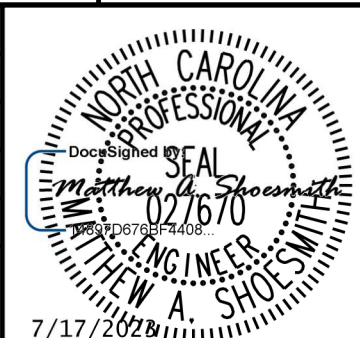
7/17/2023

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Resolution Book 54, Page 287A

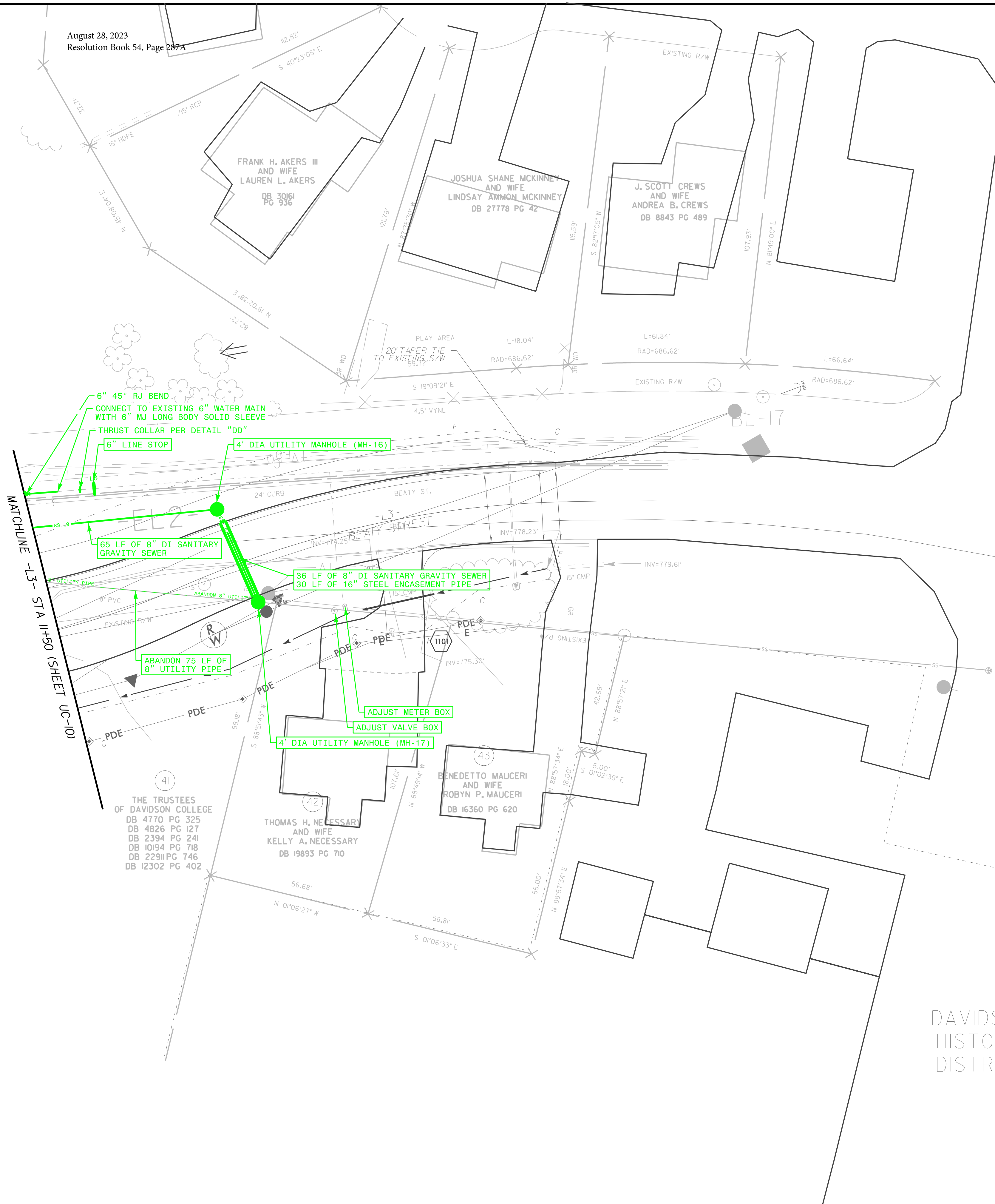
**Kimley»Horn**

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202



PROJECT REFERENCE NO.		SHEET NO.
U-5907		UC-II
DESIGNED BY: MAS		7/17/2023
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION



HISTORIC BOUNDARY

DAVIDSON  
HISTORIC  
DISTRICT

REVISIONS

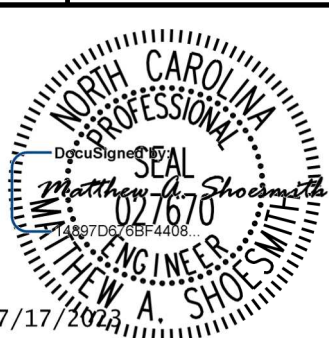


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**Kimley»Horn**

200 SOUTH TRYON ST, SUITE 200  
CHARLOTTE, N.C. 28202

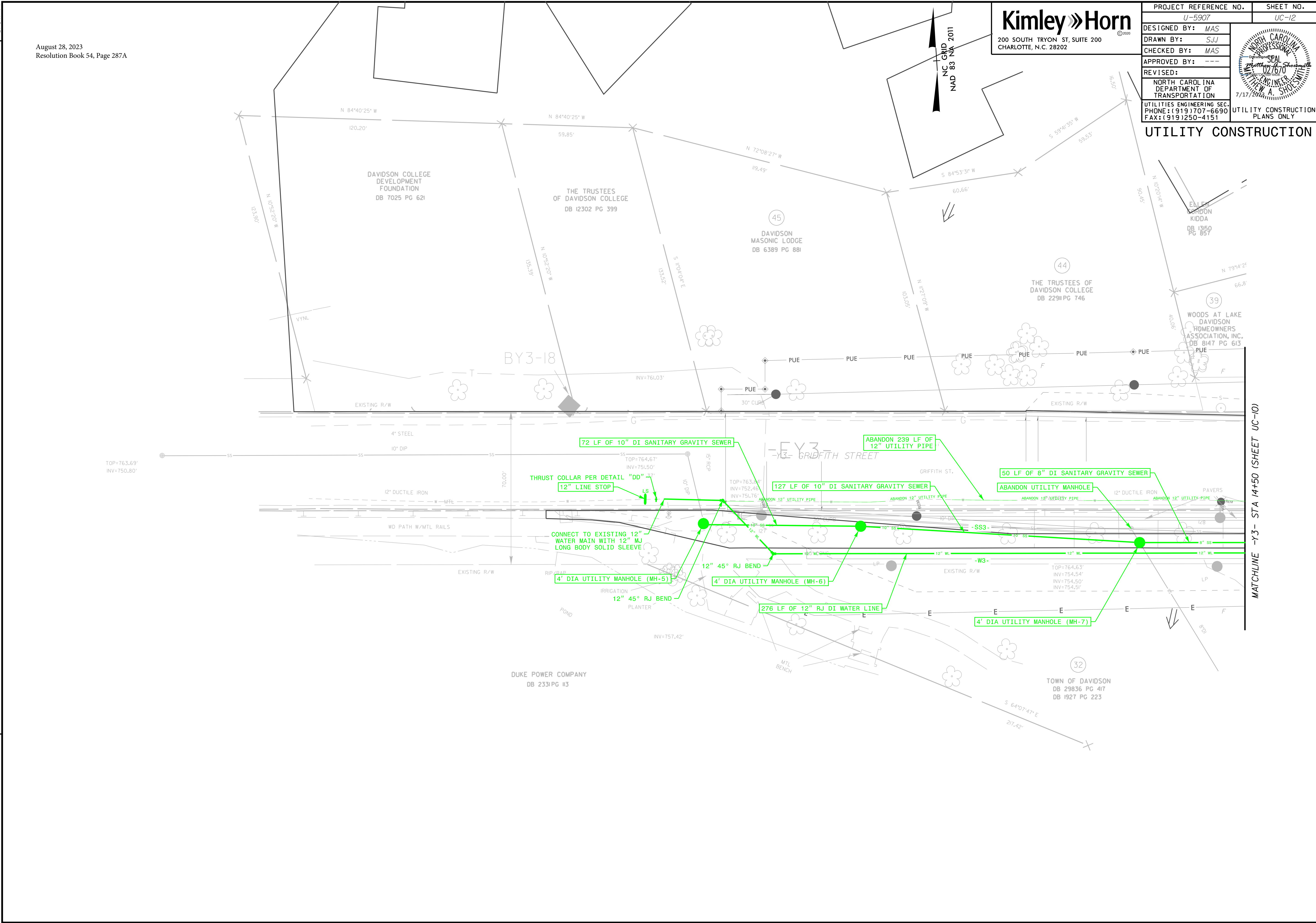
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U-5907		UC-12
DESIGNED BY: MAS		
DRAWN BY: SJJ		
CHECKED BY: MAS		
APPROVED BY: ---		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		
		UTILITY CONSTRUCTION PLANS ONLY


UTILITY CONSTRUCTION

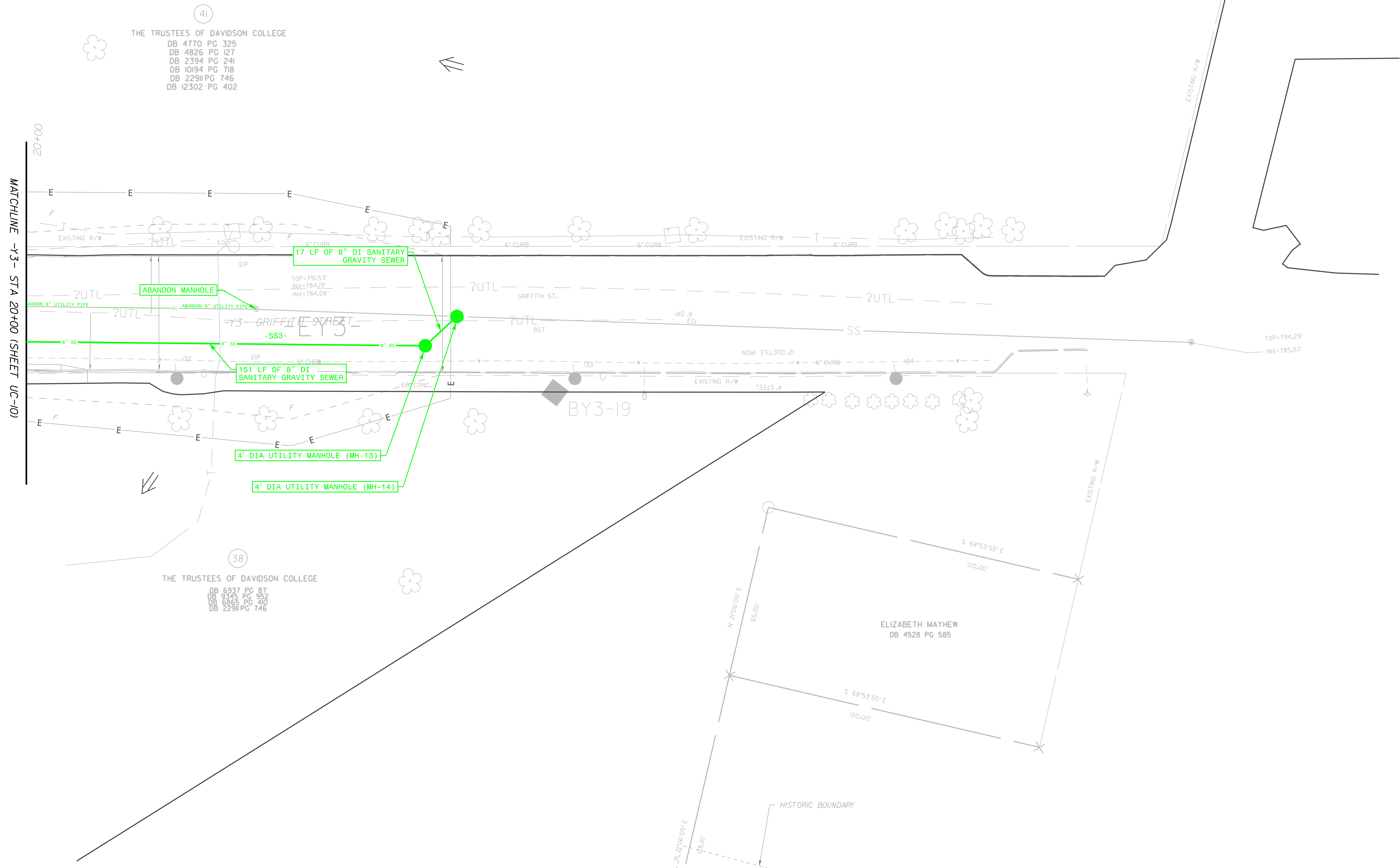
REVISIONS

MATCHLINE -Y3- STA 14+50 (SHEET UC-10)

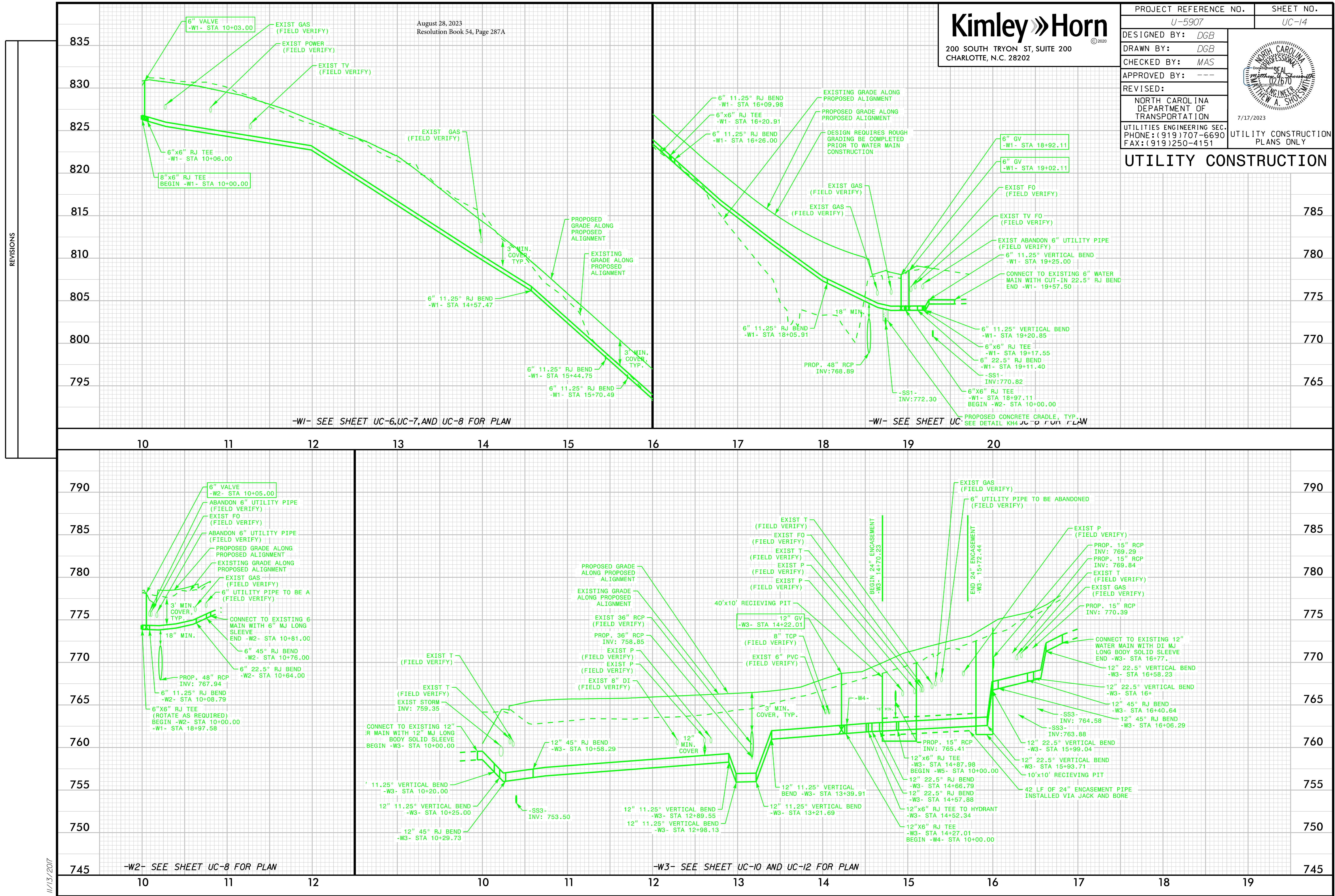
7/17/2023



<h1>Kimley»Horn</h1> <p>200 SOUTH TRYON ST, SUITE 200 CHARLOTTE, N.C. 28202</p> <p>©2020</p>	PROJECT REFERENCE NO.		SHEET NO.	
	U-5907		UC-13	
	DESIGNED BY: MAS			
	DRAWN BY: SJJ			
	CHECKED BY: MAS			
	APPROVED BY: ---			
	REVISED:			
	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		7/17/2018	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY		
<h2>UTILITY CONSTRUCTION</h2>				











August 28, 2023  
Resolution Book 54, Page 287A

TOWN: **Davidson/Cornelius**  
COUNTY: Mecklenburg  
ROUTE:  
LOCATION: Intersection of Sloan Street and Beatty Street  
LENGTH: (Roundabout intersection construction)  
DESCRIPTION: Utility Construction

Prepared By: Kimley-Horn & Associates  
Date: July 14th, 2023  
Project: U-5907

EXHIBIT B	
Project Total	\$ 2,200,000

Line Item	Spec Section	Pay Item	Quantity	Unit
1	858	Adjust Manhole	1	EA
2	858	Adjust Valve Box	2	EA
3	858	Adjust Meter Box	1	EA
4	1510	2" Water Line	113	LF
5	1510	6" Water Line	1386	LF
6	1510	8" Water Line	16	LF
7	1510	12" Water Line	680	LF
8	1510	Ductile Iron Water Pipe Fittings	8828	LBS
9	1515	6" Valve	11	EA
10	1515	8" Valve	2	EA
11	1515	12" Valve	1	EA
12	1515	Relocate Water Meter	8	EA
13	1515	Reconnect Water Meter	11	EA
14	1515	Relocate Fire Hydrant	2	EA
15	1515	Fire Hydrant	3	EA
16	1515	6" Line Stop	4	EA
17	1515	8" Line Stop	2	EA
18	1515	12" Line Stop	2	EA
19	1515	Fire Hydrant Leg	42	LF
20	1520	10" Sanitary Gravity Sewer	199	LF
21	1520	8" Sanitary Gravity Sewer	1257	LF
22	1525	4' Dia Utility Manhole	17	EA
23	1530	Abandon 2" Utility Pipe	613	LF
24	1530	Abandon 6" Utility Pipe	384	LF
25	1530	Abandon 8" Utility Pipe	904	LF
26	1530	Abandon 12" Utility Pipe	594	LF
27	1530	Abandon Utility Manhole	7	EA
28	1540	12" Encasement Pipe	60	LF
29	1540	16" Encasement Pipe	30	LF
30	1540	18" Encasement Pipe	240	LF
31	1540	24" Encasement Pipe	102	LF
32	1550	Bore and Jack of 12"	60	LF
33	1550	Bore and Jack of 18"	145	LF
34	1550	Bore and Jack of 24"	42	LF

Total: \$2,000,000.00  
Administration & Oversight: 10%

PROJECT SPECIAL PROVISIONS

## Utility Construction

August 28, 2023

Resolution Book 54, Page 287A

EXHIBIT C

**Kimley»Horn****200 South Tryon Street, Suite 200, Charlotte, NC 28202**

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's *Standard Specifications for Roads and Structures* dated January 2018, Charlotte Water's current *Design Manual* (<https://www.charlottenc.gov/water/DevelopmentProjects/Design-Manual>), and the following provisions.

**General:**

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" (hereinafter "NCDOT Standard Specifications") dated January 2018, Charlotte Water, the Utility Construction design drawings, and the following Special Provisions.

Measurement and payment for proposed Utility Construction shall conform to the applicable requirements of the 2018 NCDOT Standard Specifications for Roads and Structures, as modified by these Special Provisions. If a discrepancy arises between the NCDOT Standard Specifications and the Charlotte Water that is not related to measurement and payment, the more stringent requirements shall prevail.

The existing potable water, reclaimed water, and sanitary sewer utilities (hereinafter "wet utilities") belong to the Charlotte Water (hereinafter "Owner"). The Contractor shall provide access for the Owner's representatives to all phases of construction. Testing, inspection, and acceptance shall be in accordance with the Owner's requirements. Contractor shall coordinate with the Owner to ensure all testing, inspection, and documentation requirements are met.

Any wet utility service outages shall take place at a time and date acceptable to the Owner, including nights and weekends, and shall be limited to no more than 8 hours per service interruption, unless otherwise specified on the drawings or by the Owner.

**PROJECT SPECIAL PROVISIONS**  
Utility Construction

**As-Built Plans**

Provide as-built plans of the installed utility in accordance with the Owner's requirements. Final acceptance for service of wet utilities by the Owner is contingent upon the Contractor's submission of satisfactory as-built plans.

As-built plans must include the following data:

1. Horizontal and vertical coordinates (NC State Plane NAD83 northing, easting, and NAVD88 elevation) for the following:
  - All fittings – Including but not limited to vertical and horizontal bends, tees, reducers, sleeves. Include size(s) and angle.
  - All utility controls – Including but not limited to valves, meters, fire hydrants, sampling stations, vaults, manholes, line stops installed as part of the project (whether abandoned or remaining active), and blow offs. Include size, type, and other descriptor(s) as applicable to specifically identify the control.
  - All cleanouts. Include size and material.
  - All piping – With points taken at intervals no greater than 100-feet along straight section, and 50-feet along curved sections.
  - Start and end points of restrained joint piping.
  - Start and end points encasement pipes. Include size and material of encasement.
  - Start and end points trenchless installations, including but not limited to pipe installed by horizontal directional drill.
  - Sanitary sewer manholes and cleanouts. Include rim and each invert.

*Note: The elevation coordinate for buried facilities must be the elevation of the buried facility and not the surface elevation.*
2. Size, material, and class of all piping, including identification of any special coatings or linings.
3. Identify new and existing facilities and connection point(s) to existing facilities

Verify accuracy and completeness of as-built plans in the field with Owner's inspections staff prior to submittal. Submit as-built drawings, sealed by a surveyor licensed in the state of North Carolina, to the Owner for review and approval.



**PROJECT SPECIAL PROVISIONS**  
Utility Construction

**Revise the 2018 Standard Specifications as follows:**

**Page 8-37, Article 858-1, Description,**  
revise line 5 as follows:

Raise or lower existing catch basins, manholes, drop inlets, cleanouts, meter boxes, and valve boxes

**Page 10-63; Sub-article 1036-8, Sleeves, Couplings and Miscellaneous**  
add the following after Subparagraph (B):

(C) MJ Long Body Solid Sleeve Couplings

MJ Solid Sleeve Couplings shall be used to connect ductile iron piping (DIP) to PVC or DIP, where shown on the Drawings. Solid sleeves shall be ductile iron and conform to the requirements off ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

(D) Mechanical Joint Restraints

Mechanical joint restraints shall be specifically selected for the appropriate application. Restraint devices for nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch nominal pipe size. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:**  
add the following sentences:

The utility owner is Charlotte Water. The contact person for Charlotte Water is Chuck Bliss, P.E. (the "Owner's Engineer")

PROJECT SPECIAL PROVISIONS  
Utility Construction

Chuck Bliss, P.E.  
Phone: 704-391-5095  
Email: [cbliss@ci.charlotte.nc.us](mailto:cbliss@ci.charlotte.nc.us)

The Contractor shall contact the Owner's Engineer at least two (2) weeks prior to the commencement of any water and/or sewer construction. Prior to procurement of water and sewer materials, the Contractor shall submit all proposed utility shop drawings meeting the requirements of Charlotte Water's standard specifications and details to the Owner's Engineer and obtain approval.

Measurement and payment for all work shall be in accordance with the NCDOT Standard Specifications for Roads and Structures, January 2018.

**Page 15-4; Sub-article 1505-3, Construction Methods,**  
add the following after Subparagraph (F):

**(G) Concrete Thrust Collars**

Concrete thrust collars shall be installed where shown on the Drawings and as required under Article 1505-3, Subparagraph (E). Concrete thrust collars shall be provided at the locations shown on the Drawings or as requested by the Engineer. The excavation at such location(s) shall receive special attention with such undisturbed materials within as short a distance as possible from the pipe. Concrete thrust collars shall be installed in accordance with Charlotte Water Standard No. LL.

All reinforcing steel shall be Grade 60 in accordance with Article 1070-2. All concrete shall be Class AA in accordance with Article 1000-4.

**(H) Reaction Blocking**

All fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place, unless otherwise directed by the Engineer. Where concrete must be reinforced, the Contractor shall furnish such reinforcing as is required.

Required thrust block sizing shall be in accordance with Detail UC-3B DD, as shown on the Drawings.

Material for reaction blocking shall be transit-mixed concrete. This concrete shall have a minimum twenty-eight-day compressive strength of 3000 psi. Any metal used to resist thrust which is not encased in concrete shall be "hot dipped" galvanized or stainless steel.

**(I) Flowable Fill**

PROJECT SPECIAL PROVISIONS

Utility Construction

This work consists of all work necessary to place flowable fill in accordance with these provisions, the Drawings, and as directed.

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate.

**Page 15-6, Sub-article 1510-3 Construction Methods, after (A) General,** add the following sentences to the end:

(1) Interruption of Water Service

The Contractor shall maintain continuous service to all users, except when a planned water line/service outage with a specified duration has been approved by the Department and Charlotte Water. No service outages longer than 8 hours will be permitted. Do not interrupt service to hospitals, emergency service, first response facilities, or facilities designated by the Department and Charlotte Water. The local Fire Department shall be notified of interruptions of water lines 72 hours prior to interruption.

When a scheduled water service outage is required, the Contractor shall develop and forward to the Department for approval a shutdown scenario for each scheduled outage. Contractor shall notify the Department at least 10 working days in advance to schedule the Work. The scenarios shall indicate the Work to be accomplished, materials to be installed, a traffic control plan, valves, fire hydrants and air releases to be operated, the date, starting time and duration of the outage with the address and business name of customers whose services will be affected.

The Contractor is required to have all materials and equipment on the job site seventy-two (72) hours prior to planned service interruption. The Contractor shall provide adequate work force during this time to complete the required connection and refill and return the existing water line to service.

The Contractor shall operate all valves required to isolate the existing mains as directed by the Department. Test shut downs will be required to confirm operation of valves and isolation of water line. The Contractor shall be required to dispose of water from the isolated main and to dispose of air during the filling operation.

Neither the Department nor CLTWater will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains. The Department in conjunction with the Contractor shall be responsible for notifying all customers affected by the interruption of service. Service interruptions shall be scheduled at a time most convenient to the public. All costs associated with this

PROJECT SPECIAL PROVISIONS

Utility Construction

item, including equipment, labor and material, shall be considered incidental to the cost of the project and no additional payment shall be made.

**Page 15-7, Sub-article 1510-3 Construction Methods, after (B) Testing and Sterilization,** add the following sentences to the end:

(C) Water Line Connection/Activation

Direct connections to the existing water system, regardless of size or type, will not be allowed until:

1. Chlorination is complete,
2. The new water line has passed all lab tests,
3. The new water line has been approved for connections and activation by the Department and CLTWater.

Upon successful completion of the hydrostatic, leakage, and disinfection tests the Contractor, at the direction of the Department, shall connect the newly installed water line to the existing system at the locations identified on the Plans.

Only one temporary jumper connection to the existing water system, regardless of size or type, will be allowed until after chlorination is complete and the new water line has passed all lab tests and has been approved for connection/activation by the Department and CLTWater.

**Page 15-8, Article 1515-2, Materials,**  
add the following:

Insertion valves shall be rated for a minimum working pressure of 250 PSI and shall be designed to operate in a potable water system. Valves shall be designed to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. Valve body shall be capable of working on Cast/Grey Iron, Ductile Iron, IPS PVC, C909 PPVC, Steel, and AC pipe diameters without changing either top or bottom portion of the split valve body. The wedge shall be fully encapsulated in EPDM rubber and shall seat on the valve body and not the existing/host pipe and be operable with flow in either direction. The host pipe shall not be an integral part of the final installation. Split restraint devices consisting of multiple gripping wedges incorporated into a follower gland. The devices shall have a working pressure rating of 350 PSI for 4 to 12-inch insertion valves. All materials used shall be per the valve and host pipe manufacturers' recommendation.

**PROJECT SPECIAL PROVISIONS**

**Utility Construction**

Insertion valves shall be coated on the interior and exterior with a 10 mils (minimum) of fusion-bonded epoxy coating in compliance with AWWA C550 and certified to ANSI/NSF-61.

One thrust collar shall be installed and rodged to each insertion valve per Detail UC-3B DD. A concrete valve support shall be poured beneath the insertion valve.

**Page 15-9, Article 1515-3, Construction Methods,**  
add the following:

**(H) Water Service Interruption and Installation Plan**

This work consists of provision of an installation plan to include all requested shutdowns, submitted by the Contractor and approved by the Owner and Engineer.

The Contractor shall submit a detailed Plan, outlining all precautions and provisions for Water Service Interruption and Installation to the Engineer and Owner for approval prior to interrupting water service or installing any component of the proposed waterline. The Plan shall include at minimum:

1. Schedule and Sequence
  - a. Waterline schedule and sequence of installation including all wet taps or other connections to the Owner's system, installation phasing, pressure testing, disinfection, flushing, water quality testing, service connection switchovers, and abandonment or removal of lines to be abandoned.
2. Shutdowns
  - a. For each phase of waterline construction requiring a service outage, the Contractor shall provide the following:
    - i. Location of proposed work and justification for shutdown
    - ii. Schedule (date and time) and duration
    - iii. Affected customers

The Contractor shall allow sufficient time for review and approval of the submitted Plan, including any test shutdowns required by the Owner, and shall not be entitled to any delay claims related to review, rejection, resubmittal, modifications, or any other actions necessary to obtain an approved Plan.

**Page 15-10, Article 1515-4, Measurement and Payment,**  
add the following after Line 2:

All *Mechanical Joint Restraints* shall be considered incidental to the \_\_\_\_\_ " Water Line pay item. No additional measurement nor payment will be made.

**PROJECT SPECIAL PROVISIONS**

**Utility Construction**

All miscellaneous connections to existing pipe shall be installed in accordance with Article 1036-8 (B) and shall be considered as incidental to the Project and no additional payment will be made.

**Page 15-13, Article 1520-3, Construction Methods,**  
add the following after line 13:

**(C) Maintenance of Sanitary Sewer Flows Plan**

This work consists of provision of a plan to temporarily maintain sanitary sewer flows by line stop and bypass piping, bypass pumping, or other means submitted by the Contractor and approved by the Owner and Engineer.

The Contractor shall submit a detailed Plan, outlining all precautions and provisions for Temporary Maintenance of Sanitary Sewer Flows to the Engineer and Owner for approval prior to interrupting sanitary sewer flows. The Plan shall include at minimum:

1. Line Stop with Bypass Piping
  - a. Schedule and duration of use
  - b. Location(s) and configuration
    - i. Location(s) of line stops
    - ii. Bypass pipe size, material, and routing
    - iii. Air release valve(s)
    - iv. Details of traffic crossings
  - c. Bypass abandonment procedures
2. Bypass Pumping:
  - a. Bypass layout, showing at minimum:
    - i. Position of all pumps, piping, valves, suction and discharge manholes, aerial crossing(s), and supports.
    - ii. Size and material of all piping, control valves, and air release valve(s).
    - iii. Details of traffic crossings
  - b. Pump information
    - i. Pumps shall be sized to handle the full capacity of the sewer segment flowing full for the line or area of work.
    - ii. Pump curves for the specific pumps proposed
    - iii. Pump run time on a single tank of fuel
    - iv. Other information as requested by the Owner or Engineer
  - c. Monitoring plan
    - i. Remote telemetry with auto-dialer
    - ii. List of qualified 24-hour monitoring personnel
  - d. Schedule and duration of use
3. Other:
  - a. The Contractor shall provide information for alternate maintenance of



**PROJECT SPECIAL PROVISIONS**

**Utility Construction**

sanitary sewer flows as requested by the Owner and Engineer.

4. Any Plan which requires the use of elevated structures or other special supports, e.g. aerial crossings and other bridges, shall require certification by a North Carolina Professional Engineer. The Contractor shall provide the certification(s) at no additional cost to the Owner.

Implementation of Plan shall not commence until approval of the submittals required under this Section.

The Contractor shall allow sufficient time for review and approval of the submitted Plan and shall not be entitled to any delay claims related to review, rejection, resubmittal, modifications, or any other actions necessary to obtain approved Plan(s).

**(D) Temporary Maintenance of Sanitary Sewer Flows**

This work consists of maintenance of the sanitary sewer flows in accordance with the approved Maintenance of Sanitary Sewer Flows Plan.

All other work required to maintain sanitary sewer flows and service is considered incidental to the project and no specific payment shall be made.

The Contractor shall review layout in the field with Owner and Engineer prior to beginning operations. The Contractor shall leak check any temporary sewer lines in the presence of the Owner and/or facilitate a preliminary bypass pumping run with Owner staff present to affirm the operation is satisfactory to the Owner.

The Contractor shall make every effort to avoid sewer overflows. For all sewer overflows, the Contractor shall be responsible, and shall reimburse the Owner, for any damages, operational costs, fines, or other effects.

**(E) Surface Restoration**

Restore surfaces not otherwise specified to be replaced under this Contract, including but not limited to sidewalks, driveways, curb & gutter, and other pavements damaged by causes related to installation of utilities to a condition equal to or better than preconstruction condition by means up to and including full removal and replacement of such surfaces.

**Page 15-13, Article 1520-4, Measurement and Payment,**  
add the following to Line 21:

Project: U-5907

## UC-10

County: Mecklenburg

### PROJECT SPECIAL PROVISIONS

#### Utility Construction

Payment shall include connection of the associated sanitary sewer service line to the existing customer-side sanitary sewer service line and traffic rated mini-manhole for cleanouts subject to traffic loading.

add the following to Line 22:

Payment shall include all field investigations necessary to determine the location and configuration of existing sanitary sewer laterals and connection to the existing sanitary sewer main.

add the following after Line 22:

Surface Restoration shall be included in the unit price for the associated utility. No additional or specific payment shall be made.

*Maintenance of Sanitary Sewer Flows Plan and Temporary Maintenance of Sanitary Sewer Flows* will be considered incidental to the associated utility line items. No additional measurement nor payment will be made.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,  
NORTH CAROLINA ON AUGUST 28, 2023**

A motion was made by Mitchell and seconded by Ajmera  
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 Town of Huntersville for the  
replacement of Charlotte Water owned water line located within the Town  
of Huntersville roadway improvements project, located along Gibson Park  
Drive within Mecklenburg County; and

WHEREAS, Charlotte Water will reimburse the Town of Huntersville for actual costs of  
the project estimated to be \$315,400; and

WHEREAS, Charlotte Water has programmed funding for said water construction; and

WHEREAS, under the proposed Agreement and subject to the Agreement provisions,  
the City of Charlotte shall reimburse the Town of Huntersville for actual  
construction costs.

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

That the Municipal Agreement between the Town of Huntersville 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 Town of Huntersville.

Adopted this the 28<sup>th</sup> day of August, 2023 in Charlotte, North Carolina.

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of  
August 2023, the reference having been made in Minute Book 157, and recorded in full in  
Resolution Book 54, Page(s) 288.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day  
of August 2023.



*Billie Tynes*

Billie Tynes, Deputy City Clerk

NORTH CAROLINA

UTILITY CONSTRUCTION AND

MECKLENBURG COUNTY

REIMBURSEMENT AGREEMENT

DATE: May 17, 2023



Project: 21006 - Gibson Park Phase 2

AND

WBS Elements: \_\_\_\_\_

CHARLOTTE WATER

THIS AGREEMENT is made and entered into on the last date executed below, by and between the Town of Huntersville, a North Carolina municipality corporation, herein referred to as the "Town" and the City of Charlotte, a North Carolina municipal corporation, through its water department Charlotte Water, hereinafter referred to as the "CW".

WITNESSETH:

WHEREAS, the Town has prepared and adopted plans to make certain roadway improvements under Project 21006 – Gibson Park Phase 2 in Mecklenburg County (hereinafter "Project"), said plans consists of upgrades and relocations of the water utilities along Gibson Park Drive in Mecklenburg County; said Project having a right-of-way width as shown on the Project plans on file with the Town of Huntersville's office 105 Gilead Road, Suite 300, Huntersville, North Carolina 28070; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Town's construction contractor with full reimbursement by CW for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Town shall place provisions in the construction contract for Project 21006 in Mecklenburg County, for the contractor to adjust, relocate and/or upgrade the water lines per the Project plans. Said work shall be accomplished in accordance with Project special provisions attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B" and the plan sheets attached hereto as Exhibit "C", collectively hereinafter referred to as the "Work".
2. Payment. CW shall be responsible for the material and construction cost for the Work as shown on the attached Exhibit "C". The estimated cost to CW is \$315,400 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. CW shall reimburse the Town for said costs as follows:

- A. A start up reimbursement of \$30,000 shall be paid to the Town not later than ten (10) days after notice is given by the Town to CW that the construction contract has been awarded. The Town may give such notice to CW by email in accordance with the notice provisions below.
  - B. Reimbursements shall be paid to the Town on a monthly basis, beginning thirty (30) days after notice is given by the Town to CW that the construction contract has been awarded.
  - C. Upon completion of the Work, the Town shall submit an itemized invoice to the CW for any remaining reimbursements owed to the Town, including the balance of costs incurred but not yet reimbursed for the Work, and for any repairs or additional utility work requested by CW in accordance with paragraph 2(E) below.
  - D. Billing will be based upon the actual construction contract prices and actual quantities used. Except for the start-up reimbursement payment pursuant to paragraph 2(A) above, the Town shall invoice CW for all amounts due under this Agreement. Such invoices may be submitted to CW by email in accordance with the notice provisions below. CW shall pay such invoices within thirty (30) days of the date of the invoice.
  - E. Any costs incurred by the Town for repair or additional utility work requested by the CW after award of the construction contract by the Town, shall be solely the responsibility of CW. CW shall reimburse the Town 100% of the cost incurred for all such repairs and additional utility work.
3. Notice. The parties hereto designate the following persons as their notice agent for the purposes of communications between the Town and CW regarding the Work to be performed under this Agreement.

For the Town: M. Kevin Fox, P.E. Director of Public Works  
[kflox@huntersville.org](mailto:kflox@huntersville.org)  
105 Gilead Road, Suite 300 (P.O. Box 644)  
Huntersville, NC 28070

For CW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be in writing, and shall be deemed given when sent if delivered by email, and shall be deemed given when received if notice is delivered in person, sent by US Mail, certified mail, FedEx, or other commercial carrier. Notice shall not be deemed given if given only verbally to the other party.

4. CW shall provide its own on-site inspections for the Work to be performed under this Agreement. The Town shall not be responsible for the means, methods, or quality of the workmanship of the Work, nor for the adherence of the Work with the documents attached hereto as Exhibits A, B, and C. Observation of the Work by the Town, or the Town's agents, employees, or representatives shall not be deemed any assumption of responsibility for the means, methods, quality or the workmanship of the Work, nor for the adherence of the Work to the documents attached hereto as Exhibits A, B and C. At the completion of the Work, CW's inspector shall provide to the Town a Certificate of Final Completion upon which the Town can rely that CW has accepted the Work.
5. Upon the final completion of the Work under this Agreement, CW shall assume normal maintenance and repair operation for the said Work. Upon final completion of the construction of the Work, CW shall release the Town from any and all claims for damages in connection with the Work performed under this Agreement, and further, CW shall release the Town of any future responsibility for the cost of maintenance and repair to said utility lines. Said releases shall be deemed to be given by CW upon the issuance of the Certification of Final Completion of CW's inspector (reference paragraph 4 above) unless CW notifies the Town, in writing, the contrary prior to the issuance of such Certification of Final Completion.
6. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
  - A. CW obligates itself to service and to maintain and repair its facilities to be retained and installed under the roadway and sidewalks within the Town right-of-way pursuant to this Agreement.
7. If at any time the Town shall require the removal of or changes in the location of the encroaching facilities which are being installed, upgraded or relocated at CW's expense, CW binds itself, its successors and assigns, to promptly remove, move or alter said facilities, in order to conform to the Town's requirement without any cost to the Town.
8. Amendments. There shall be no amendments to this Agreement without the prior written approval from both parties.



9. Agreement Term. The term of this Agreement shall be two (2) years from the date the construction contract for the Project has been awarded by the Town.
10. Termination. Either party shall have the right, without assigning any reason therefore, to terminate any work under the Agreement, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing. If the Agreement is terminated, CW shall reimburse Town for all costs incurred up to the date of termination.

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

TOWN OF HUNTERSVILLE

THE CITY OF CHARLOTTE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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(FINANCE OFFICER FOR THE CITY OF CHARLOTTE)

Federal Tax Identification Number, City of  
Charlotte

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**EXHIBIT A**

SPECIAL PROVISIONS

**EXHIBIT B**

COST ESTIMATE

August 28, 2023, Ordinance Book 66, Page 286G

Gibson Park Drive Water Line Extension

<b>CONSTR. COST</b>
<b>\$315,400</b>

Requested By: Town of Huntersville  
Prepared By: STV  
Date: 5/4/2023

Item	Type	Section No.	Description	Quantity	Units	Price	Amount
							\$ -
			2" PVC Water Line w/Fittings	50.0	LF	\$75.00	\$ 3,750.00
			6" PC350 RJ DI Water Line w/Fittings	20.0	LF	\$125.00	\$ 2,500.00
			8" PC350 RJ DI Water Line w/Fittings	758.0	LF	\$150.00	\$ 113,700.00
			Fire Hydrant Assembly w/6" Guard Valve	1.0	EA	\$6,500.00	\$ 6,500.00
			8" Gate Valve	3.0	EA	\$5,500.00	\$ 16,500.00
			8" Tapping Saddle & Corp Stop	1.0	EA	\$2,500.00	\$ 2,500.00
			2" Tie-In w/Concrete Thurst Block	1.0	EA	\$1,500.00	\$ 1,500.00
			6" Tie-In to Existing Water Line	1.0	EA	\$6,000.00	\$ 6,000.00
			8" Tie-In w/CLTWater Std #DD Concrete Thrust Blocking	1.0	EA	\$8,000.00	\$ 8,000.00
			Abandon 6" Water Line/Cap	644.0	LF	\$10.00	\$ 6,440.00
			NS RR Jack and Bore 18" Casing	76.0	LF	\$800.00	\$ 60,800.00
			Bore Pit w/Receiving Pit	1.0	EA	\$20,000.00	\$ 20,000.00
			NS RR Liability Insurance	1.0	EA	\$15,000.00	\$ 15,000.00
			Testing/Flushing/Chlorination	1.0	EA	\$10,000.00	\$ 10,000.00
							\$ -
							\$ -

<b>Subtotal</b> .....	\$ 273,190.00
<b>Contract Cost</b> .....	\$ 274,000.00
<b>10% Contingency</b> .....	\$ 27,400.00
<b>2.5% Bond/2% Mobilization</b> .....	\$ 14,000.00
<b>Construction Cost</b> .....	\$ 315,400.00

Assumptions:

1. Pavement sawcutting/removal, clearing and paving/restoration, traffic control are covered in other pay items.

**EXHIBIT C**

**PLAN SHEETS**

LEGEND

SYMBOLS

ABANDONED EXISTING SS	
ASPHALT (PROFILE)	
BOTTOM OF BANK (TOE)	
BRIDGE	
BUILDING	
CHECK DAM STD. 6.83	
CONCRETE (PROFILE)	
CREEK, DITCH, OR BRANCH	
CURB & GUTTER	
EDGE OF ROADWAY	
EXISTING FIRE HYDRANT	
EXIST. WATER OR SAN. SEWER EASEMENT	
EXISTING IRON PIN	
EXISTING WATER VALVE	
EXISTING WATER MAIN	
EXISTING 6" SANITARY SEWER	
EXIST. SAN. SEWER MANHOLE STRUCTURE	
EXISTING GAS MAIN	
EXISTING GAS SERVICE	
FENCE (LABEL TYPE)	
GAS VALVE	
GRAVEL (PROFILE)	
GROUND PROFILE	
GUARD RAIL	
MARSH, POND, WETLAND, OR LAKE	
OVERHEAD ELECTRIC	
PIERS	
POWER POLE/GUY WIRE	
PROPERTY LINE	
PROPOSED AIR RELEASE	
PROPOSED FIRE HYDRANT	
PROPOSED WATER MAIN (MARKED EVERY 100')	
PROP. WATER OR SAN. SEWER EASEMENT	
PROP. WATER OR SAN. SEWER TAP	
PROP. WATER VALVE	
PROPOSED 6" SANITARY SEWER	
PROP. SAN. SEWER MANHOLE STRUCTURE	
RIP - RAP	
ROAD/STREET R/W	
SEDIMENT FENCE (SILT FENCE) STD. 6.62	
SIDEWALK	
STREET SIGN (LABEL TYPE)	
STORM DRAIN/CATCH BASIN, YARD AND DROP INLET	
TEMPORARY CONSTRUCTION EASEMENT	
TEMPORARY CONSTRUCTION FENCE	
TEMPORARY SEDIMENT TRAP STD. 6.60	
TEMPORARY DIVERSION STD. 6.20	
TEMPORARY STREAM CROSSING STD. 6.70	
TOP OF BANK (TOB)	
TOWER LINE	
TREE & BUSH	
UNDERGROUND CABLE	
UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE	
RAILROAD	
WATER METER	

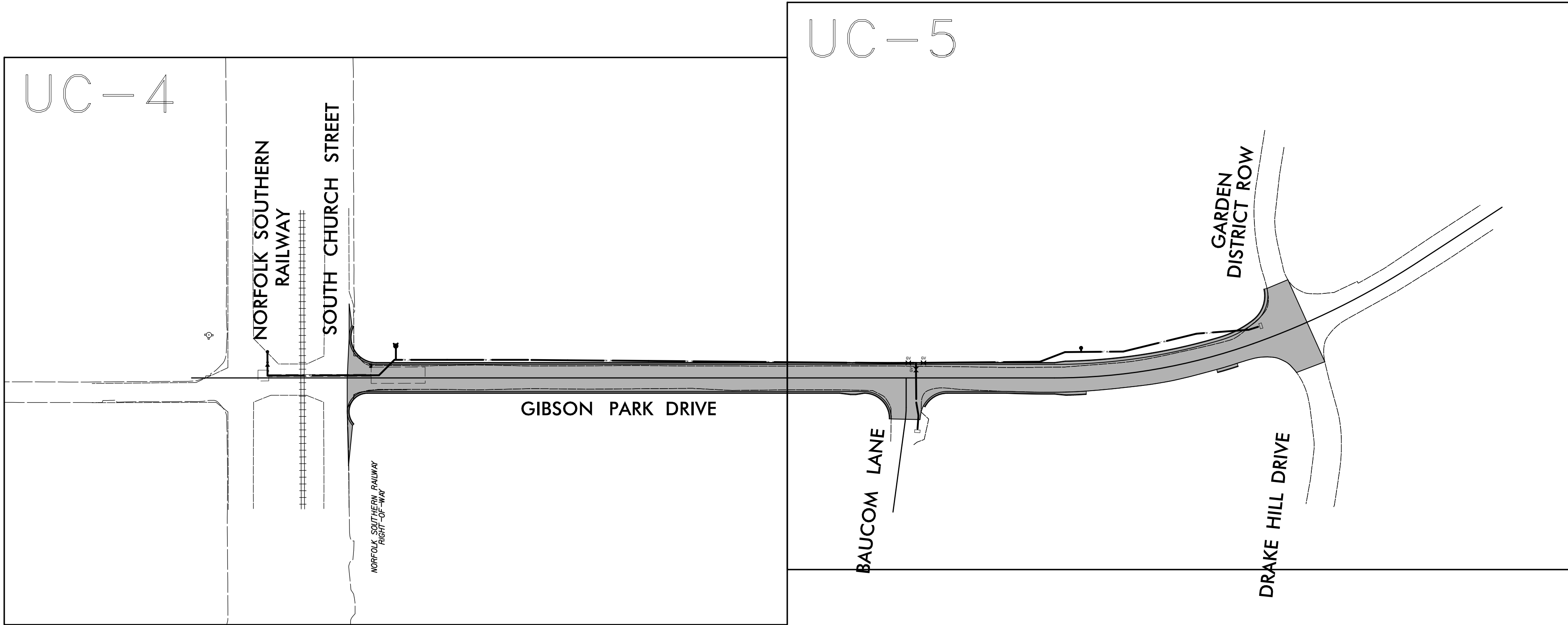
NOTE: LINE WEIGHTS ARE NOT DELINEATED HERE. THEY ARE CONTROLLED THROUGH CLTWater PLOTSTYLE.

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# CHARLOTTE WATER

CHARLOTTE, NORTH CAROLINA

## WATER DISTRIBUTION SYSTEM IMPROVEMENTS CHARLOTTE WATER PROJECT NO. CPM-20-25-228 GIBSON PARK DRIVE WATER LINE RELOCATION



NOT TO SCALE

FIELD CONSTRUCTION INFORMATION	
CONTRACT (FY XX-X):	
INSPECTOR:	
CONTRACTOR:	
CREW SUPERINTENDENT:	
CONST. START DATE:	
CONST. END DATE:	
ACTIVATION DATE:	
TEST DATE:	
INSPECTOR AS-BUILT DATE:	
FINAL INSPECTION DATE:	

MUNICIPALITY: TOWN OF HUNTERSVILLE  
NCDOT PERMIT NO.: \_\_\_\_\_  
CDOT PERMIT NO.: \_\_\_\_\_  
DISTURBED AREA: \_\_\_\_\_  
NSRR PERMIT NO.: \_\_\_\_\_  
MECKLENBURG CO NO.: \_\_\_\_\_  
NC DEMLR PERMIT NO.: \_\_\_\_\_  
SEDIMENT AND EC PERMIT NO.: \_\_\_\_\_

DESIGN COMPANY:

PLANS PREPARED BY: STV ENGINEERS, INC.  
ADDRESS: 900 WEST TRADE ST., SUITE 715, CHARLOTTE, NC 28202  
PHONE: (704) 372-1885  
DATE DESIGN COMPLETED:

SURVEY COMPANY:

SURVEYED BY: CES GROUP ENGINEERS, LLP  
ADDRESS: 3525 WHITEHALL PARK DR SUITE #150, CHARLOTTE NC 28273  
PHONE: (704) 489-1500  
DATE SURVEY COMPLETED: 2022

CONTRACTOR:

ADDRESS:  
PHONE:

INSPECTOR:

INSIDE CHARLOTTE: ( ) YES ( ) NO:  
TOPO NO: -

APPLICATION FOR PERMIT FOR WATER MAIN EXTENSION	
PROJECT NAME:	GIBSON PARK DR
CLTWater PROJECT NO.:	CPM-20-25-228
PROJECT DESCRIPTION:	RELOCATION OF APPROXIMATELY 780 LF OF 8" WATER LINE
DESIGNED BY: FIRM:	STV ENGINEERS, INC.
ENGINEER:	ANDREW S. VANE, PE
ADDRESS:	900 WEST TRADE STREET, SUITE 715 CHARLOTTE, NC 28202
PHONE:	(704) 372-1885

THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS. CLTWater HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO 15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY CLTWater WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL OF CLTWater OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.



PERMIT NO.		DATE	
APPROVED:	JOSEPH C. WILSON, PE, CHIEF ENGINEER CHARLOTTE WATER 5100 BROOKSHIRE BLVD. CHARLOTTE, NORTH CAROLINA 28216		

APPROVAL SEAL



N.C.P.E.

SUMMARY OF WATER MAINS & FIRE HYDRANTS

SIZE	LENGTH	SIZE	LENGTH
8-INCH	780		
TOTAL NO. OF FIRE HYDRANTS: 1			
TOTAL NO. LOTS SERVED: N/A			
PROJECT NAME:			
GIBSON PARK DR			
JOB NO: CPM-20-25-228			
DATE OF ACTIVATION:			
DATE AS BUILT:		BY:	

**stv** STV Engineers, Inc.  
900 West Trade St., Suite 715  
Charlotte, NC 28202  
NC License Number F-0991



ABBREVIATIONS

SYMBOLS		P	
%	PERCENT	PED	PEDESTAL
&	AND	PG	PARK
@	AT	PKWY	PARKWAY
ABAN	ABANDON(ED)	PL	PROPERTY LINE
		PNG	PIEDMONT NATURAL GAS
		PP	POWER POLE
		PV	PLUG VALVE
		PVMT	PAVEMENT
		PWR	POWER
ADD	ADDENDUM	R/W OR RW	RIGHT OF WAY
APPROX	APPROXIMATE	R	RADIUS
ARV	AIR RELEASE VALVE	RCP	REINFORCED CONCRETE PIPE
ASPH	ASPHALT	RD	ROAD
BFV	BUTTERFLY VALVE	RJ	RESTRAINED JOINT
BLDG	BUILDING	RR	RAILROAD
BLVD	BOULEVARD	SD	STORM DRAIN
CB	CATCH BASIN	SF	SILT FENCE
CDOT	CHARLOTTE DEPARTMENT OF TRANSPORTATION	SHT	SHEET
CL	CENTERLINE	SSMH	SANITARY SEWER MANHOLE
CLF	CHAIN LINK FENCE	SS	SANITARY SEWER
CMP	CORRUGATED METAL PIPE	SSE	SANITARY SEWER EASEMENT
CO	CLEANOUT	STA	STATION
CONC	CONCRETE	STD	STANDARD
CW	CHARLOTTE WATER	SWR	SEWER
DI	DUCTILE IRON	TBM	TEMPORARY BENCH MARK
DI OR f	DIAMETER	TCE	TEMPORARY CONSTRUCTION EASEMENT
DIM	DIMENSION	TD	TEMPORARY DIVERSION
DIP	DUCTILE IRON PIPE	TEL	TELEPHONE
DWG	DRAWING	TEMP	TEMPORARY
EIP	EXISTING IRON PIN	TYP	TYPICAL
ELEV OR EL	ELEVATION	UG	UNDERGROUND
EMH	EXISTING MANHOLE		
ESMT	EASEMENT		
EXIST	EXISTING		
FES	FLARED END SECTION	UGE	UNDERGROUND ELECTRIC
FH	FIRE HYDRANT	UGT	UNDERGROUND TELEPHONE
FM	FORCE MAIN	UGTV	UNDERGROUND CABLE TV
FOC	FIBER OPTIC CABLE	VERT	VERTICAL
FRPM	FIBERGLASS REINFORCED		
	POLYMER MORTAR		
G	GAS	W	WATER
GR	GRADE	WL	WATER LINE
GRP	GLASS FIBER REINFORCED PLASTIC	WM	WATER METER
GV	GATE VALVE OR GAS VALVE	W/	WITH
HORIZ	HORIZONTAL	W/O	WITHOUT
HW	HEADWALL	WV	WATER VALVE
HWY	HIGHWAY	W	WATER
HYD	HYDRANT		
IN	INCHES	WL	WATER LINE
INV	INVERT	WM	WATER METER
JT	JOINT	W/	WITH
LF	LINEAR FOOT	W/O	WITHOUT
LOC	LIMITS OF CONSTRUCTION	WV	WATER VALVE
LP	LIGHT POLE	W	WATER
MAX	MAXIMUM	WL	WATER LINE
MB	MAILBOX	WM	WATER METER
MECH	MECHANICAL	W/	WITH
MIC	MICROBIOLOGICALLY INFLUENCED	W/O	WITHOUT
MIN	MINIMUM	WV	WATER VALVE
MISC	MISCELLANEOUS	W	WATER
MJ	MECHANICAL JOINT		
MON	MONUMENT		
N	NORTH	WL	WATER LINE
NCDEQ	NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY	WM	WATER METER
NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	W/	WITH
NO OR #	NUMBER	W/O	WITHOUT
N-S	NORFOLK-SOUTHERN	WV	WATER VALVE
NTS	NOT TO SCALE	W	WATER
OHE OR OE	OVERHEAD ELECTRIC	WL	WATER LINE
OHT	OVERHEAD TELEPHONE	WM	WATER METER
OHTV	OVERHEAD CABLE TV	W/	WITH

GENERAL & CONSTRUCTION NOTES

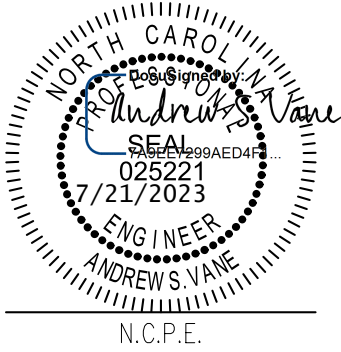
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CHARLOTTE WATER DESIGN, PROJECT SPECIFICATIONS MANUAL, NCDOT STANDARDS AND DETAILS.
2. ALL SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS PART 1926, SUBPART F, AS AMENDED TO DATE.
3. ANY NECESSARY LANE CLOSURES SHALL FOLLOW GUIDELINES OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND/OR NCDOT WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH). SEE TRAFFIC CONTROL PLANS.
4. IF THE PROPOSED WATER IS INSTALLED WITHIN 12" IN ANY DIRECTION (VERTICALLY OR HORIZONTALLY) FROM A GAS MAIN, THEN THE CONTRACTOR SHALL CALL PIEDMONT NATURAL GAS COMPANY AT 704-525-5585 AND INFORM THEM.
5. THE CONTRACTOR SHALL USE EROSION CONTROL MEASURES, AS DIRECTED.
6. IF ADDITIONAL WORK SPACE IS NEEDED, AN ENCROACHMENT IS TO BE AGREED UPON BETWEEN THE CONTRACTOR AND THE PROPERTY OWNER.
7. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS FOR THE USE OF THE CONTRACTOR IN PROVIDING PROTECTION FOR THE UTILITIES DURING CONSTRUCTION OPERATIONS. CHARLOTTE WATER AND/OR DESIGN CONSULTANT SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF LOCATION, SIZE, DEPTH, OR COMPLETENESS OF THE INFORMATION. THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL SUPPORT AND PROTECT ANY EXISTING UNDERGROUND UTILITIES ENCOUNTERED DURING TRENCH EXCAVATION AND/OR PIPE INSTALLATION.
9. MINIMUM PIPE SEPARATION: 10 FEET HORIZONTAL SEPARATION OR 18" VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS OVER SEWER MAINS. WHEN WATER MAINS ARE BELOW SEWER MAINS OR THE ABOVE MINIMUM SEPARATIONS CANNOT BE MAINTAINED, DUCTILE IRON PIPE SHALL BE USED FOR BOTH MAINS TO 10 FEET EITHER SIDE OF THE CROSSING, AND ALL ALONG THE LENGTH OF MAINS WHERE MINIMUM SEPARATION CANNOT BE MAINTAINED.
10. CHARLOTTE WATER SHALL BE NOTIFIED 72 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
11. WATER LINES ARE TO REMAIN ACTIVE DURING CONSTRUCTION UNLESS OTHERWISE NOTED. IF THIS IS NOT POSSIBLE, THEN THE CONTRACTOR SHALL FOLLOW CHARLOTTE WATER PROCEDURES AS OUTLINED IN THE PROJECT MANUAL REGARDING OUTAGE, TEMPORARY WATER SERVICE, AND BYPASS PUMPING.
12. CONTACT THE LOCAL PUBLIC UTILITIES LOCATING SERVICE TO LOCATE UTILITIES IN THE AREA BEFORE ANY EXCAVATION. ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES, WHETHER SHOWN OR NOT, AND REPAIRING ALL DAMAGE TO UTILITIES AT HIS OWN EXPENSE. CONTACT NC ONE CALL AT 811 OR 800-632-4949.
13. THE TOPOGRAPHIC MAPS WERE PREPARED FROM AERIAL AND GROUND SURVEY CONTOUR INTERVAL OF 1 FOOT. GRID SYSTEM AND COORDINATES ARE NC STATE PLANE COORDINATE SYSTEM (1983 DATUM).
14. SOILS EXPLORATION WORK IS SOLELY TO ASSIST BIDDERS IN ASSESSING THE NATURE AND EXTENT OF TESTING PROCEDURES REQUIRED TO MAKE THEIR OWN DETERMINATION OF ACTUAL SUBSURFACE CONDITIONS THAT WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK. NO REPRESENTATION IS MADE OR WILL BE GIVEN BY THE ENGINEER CONCERNING ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED. ALL BIDDERS ARE DIRECTED PRIOR TO BIDDING TO CONDUCT ALL INVESTIGATIONS AND TESTING THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING SUCH CONDITIONS. SOIL BORING LOCATIONS AND PROFILE ELEVATIONS ARE APPROXIMATE.
15. ALL AREAS WITH OPEN EXCAVATIONS, OPEN VAULTS, OR EQUIPMENT SHALL BE FENCED WITH TEMPORARY SAFETY FENCING AT LEAST 4 FEET HIGH AT END OF EACH WORK DAY. ALL OPEN EXCAVATIONS IN ROADWAYS TO BE PLATED AT END OF EACH WORK DAY.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY WASTEWATER SPILLS THAT OCCUR DURING CONSTRUCTION AND ASSOCIATED FINES FROM STATE REGULATORY AGENCIES. CONTACT CHARLOTTE WATER INSPECTOR IMMEDIATELY SHOULD A SPILL OCCUR.
17. ANY LAND CORNER, PROPERTY MONUMENTATION, OR BENCHMARK WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY. ANY CORNER MONUMENT DISTURBED OR DESTROYED SHALL BE RESET BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NORTH CAROLINA AT THE CONTRACTOR'S EXPENSE.
18. CONTACT CHARLOTTE WATER PROJECT INSPECTOR IMMEDIATELY REGARDING ANY CONFLICTS THAT ARISE DURING CONSTRUCTION OF WORK SHOWN ON THE DRAWINGS.
19. FOR ALL TIE-IN PIPING OR CROSSINGS, CONTRACTOR SHALL VERIFY ALL EXISTING PIPELINE ELEVATIONS, LOCATIONS, DIAMETERS, AND MATERIALS PRIOR TO SHOP DRAWING SUBMITTALS, NOTIFYING THE ENGINEER OF ANY CONFLICTS.
20. ALL DRIVEWAYS, DRAIN PIPES, HEADWALLS AND OTHER PHYSICAL FEATURES SHALL BE RESTORED TO EQUAL, OR BETTER THAN EXISTING CONDITION, IN BOTH PERMANENT AND TEMPORARY EASEMENTS. ANY STRUCTURES OR DRIVEWAYS DISTURBED OUTSIDE THE RIGHT-OF-WAY OR EASEMENT SHALL ALSO BE FULLY RESTORED TO THE OWNER'S SATISFACTION AT NO ADDITIONAL COST TO CHARLOTTE WATER.
21. CLASS B CONCRETE MIX DESIGN SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,600 PSI. SEE SPECIFICATIONS.
22. EXCESS EXCAVATED MATERIAL FROM PIPE OVERBURDEN SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED AND PROPERLY PERMITTED OFFSITE LOCATION. CONTRACTOR SHALL PROVIDE TO ENGINEER EROSION AND SEDIMENT CONTROL DRAWINGS APPROVED BY NCDEQ DIVISION OF ENERGY, MINERAL AND LAND RESOURCES FOR ALL OFFSITE DISPOSAL AREAS USED ON THE PROJECT PRIOR TO DISPOSING OF MATERIALS OFFSITE.
23. CONTRACTOR SHALL KEEP ALL STREETS OPEN TO AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES AND SHALL MAINTAIN ACCESS TO EACH BUSINESS OR RESIDENCE ADJACENT TO THE WORK. A MINIMUM OF 12- FEET OF PAVEMENT WIDTH SHALL REMAIN OPEN AT ALL TIMES FOR ONE LANE. CONTRACTOR SHALL NOTIFY CHARLOTTE WATER INSPECTOR 72 HOURS PRIOR TO SHUTTING DOWN ANY PORTION OF ANY ROADWAY.
24. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS THAT HAVE BEEN OBTAINED AND ALL AVAILABLE LOCAL, STATE AND FEDERAL REGULATIONS. SEE CONTRACT SPECIFICATIONS.
25. WHEN EXCAVATED MATERIALS ARE PLACED ON ROADWAY OR PARKING LOT SURFACES, CONTRACTOR SHALL PLACE SAND OR STONE SCREENINGS UNDERNEATH THE EXCAVATED MATERIALS.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SITE ACCESSIBLE FOR EMERGENCY VEHICLES AT ALL TIMES.
27. CONTRACTOR SHALL LIMIT HEAVY CONSTRUCTION TRAFFIC OVER EXISTING SEWER LINES. CONTRACTOR SHALL PROTECT EXISTING SEWERS IF CROSSING IS REQUIRED.
28. CONTRACTOR TO DIG TEST PITS AND DETERMINE ELEVATION OF ALL KNOWN CONFLICTS AT LEAST 500 FEET AHEAD OF PIPE INSTALLATION.
29. SAW CUT EXISTING CURB AND GUTTER, REMOVE, AND REPLACE IN KIND AS NECESSARY FOR CONSTRUCTION.
30. ALL AREAS PAVED OR MILLED AND OVERLAID TO BE STRIPED TO MATCH EXISTING.
31. ALL MANHOLES INSTALLED IN PAVED OR GRAVEL ROADS OR PATHS TO BE FLUSH WITH FINISHED GRADE AS SHOWN.

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32. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.
33. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN NSCE-8 SPECIFICATIONS.
34. BLASTING IS NOT PERMITTING PER NORFOLK SOUTHERN.
35. RAILROAD CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAME SUBSTANCES.
36. RAILROAD BORING INSTALLATION SHALL REQUIRE NON-STOP CONTINUOUS BORING UNTIL COMPLETE. CONTRACTOR SHALL PREPARE AND SUBMIT TRACK MONITORING PLAN AND SHORING PLAN TO NORFOLK SOUTHERN. CONTRACTOR SHALL PAY ALL TRACK MONITORING COSTS OF RAILROAD INSPECTION DURING ALL WORK WITHIN NORFOLK SOUTHERN RIGHT OF WAY. CONTRACT SHALL ALSO PROVIDE RAILROAD PROTECTIVE LIABILITY INSURANCE PER THE APPROVED NORFOLK SOUTHERN ENCROACHMENT. ALL COSTS ASSOCIATED WITH THIS WORK SHALL BE INCLUDED IN HIS BORING UNIT COST.

SHEET INDEX

Sheet Number	Sheet Title
COVER	COVER
U2	NOTES, MATERIALS, AND SHEET INDEX
U3	NOTES, MATERIALS, AND SHEET INDEX
U4	NOTES, MATERIALS, AND SHEET INDEX
U5	8" WATER MAIN STA. 10+00 TO 14+50
U6	8" WATER MAIN STA. 14+50 TO 17+79
U7	8" WATER MAIN PROFILE



**STV** STV Engineers, Inc.  
900 West Trade St., Suite 715  
Charlotte, NC 28202  
NC License Number F-0991

CHARLOTTE WATER		CHARLOTTE WATER	
GIBSON PARK DR WATER LINE		RELOCATION	
CPM-20-25-228		NOTES, MATERIALS AND SHEET INDEX	
Job No. _____		File No. _____	
Scales _____		PLAN _____	
PROFILE _____		Hor. _____	
As Built _____		Vert. _____	
Date _____		Date _____	
CES	NKA	NKA	ASV
Surveyed By	Designed By	Drawn By	Project-Engr
5/4/23		6	
Date		Sheet	



PROJECT TYPICAL DETAILS

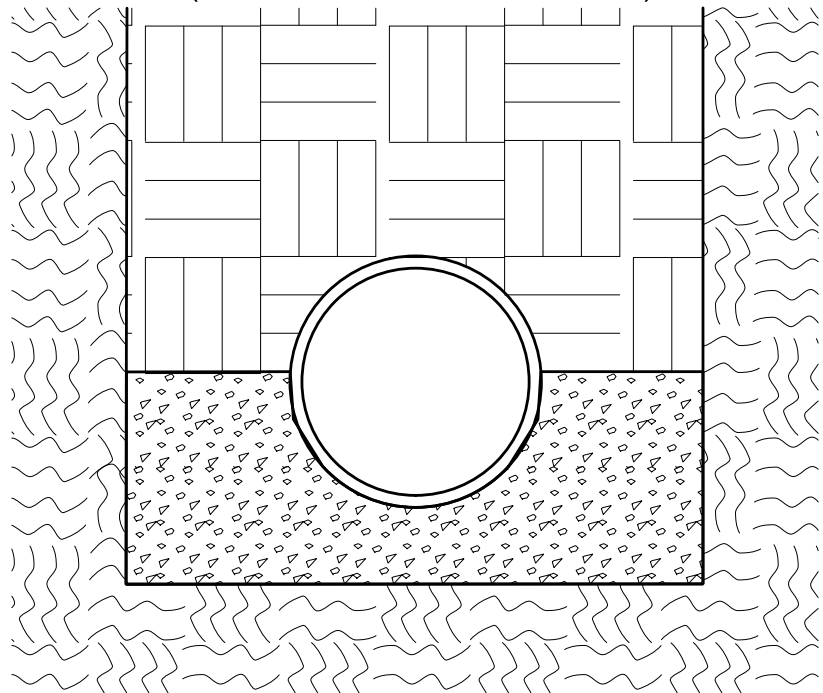
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LIST OF CHARLOTTE WATER STANDARD DRAWINGS

WATER DETAILS

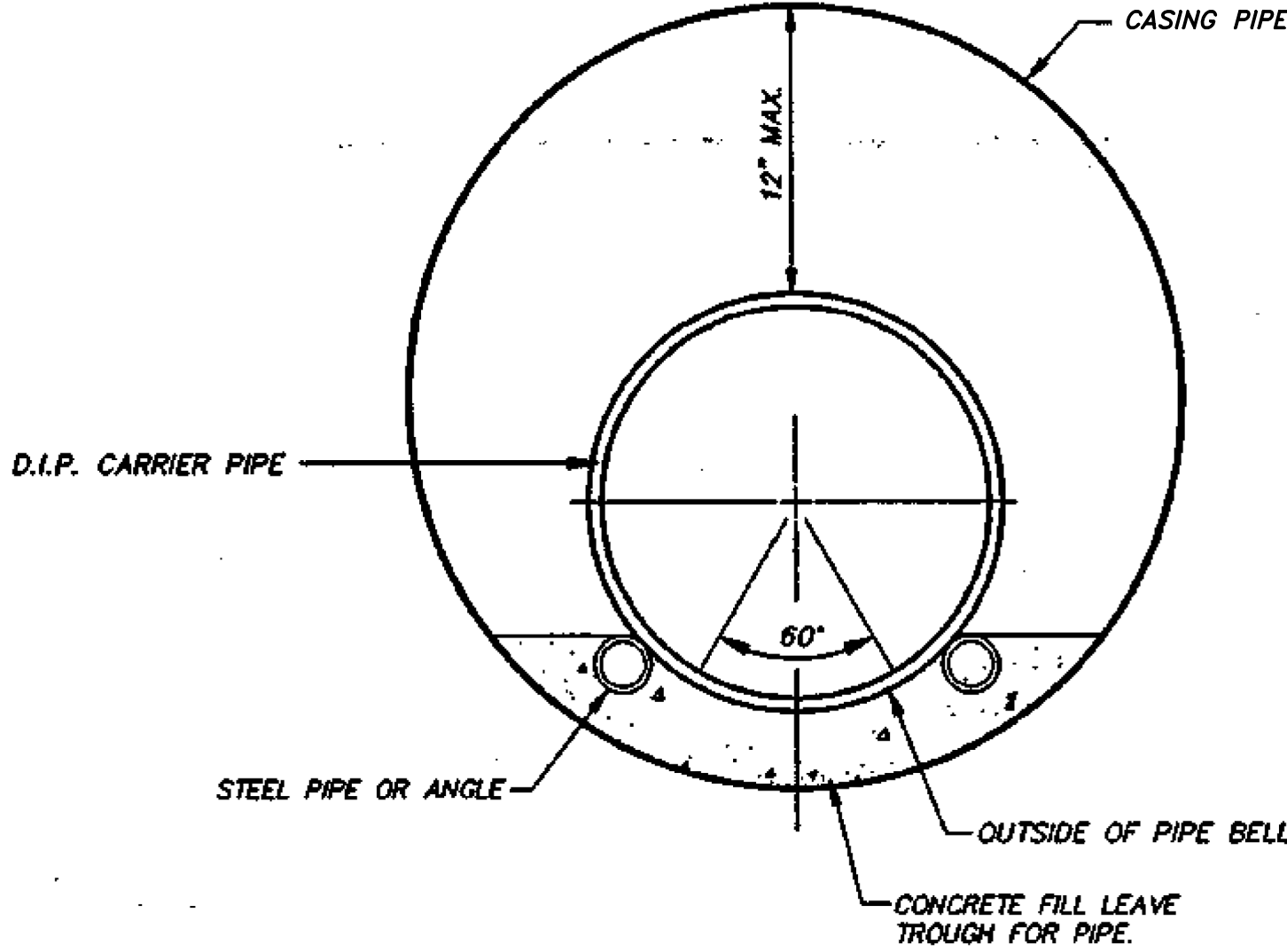
- CLTWATER DETAIL SHEET 5 – FIRE HYDRANT  
CLTWATER DETAIL #29 – LOWERING 6 TO 12-INCH WATER MAINS  
CLTWATER DETAIL #DD – DEAD END THRUST – WALL BLOCKING WITH 2-INCH BLOW-OFF 6 TO 12-INCH MAINS  
CLTWATER DETAIL #D-1 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 1  
CLTWATER DETAIL #D-2 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 2  
CLTWATER DETAIL #D-3 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 3  
CLTWATER DETAIL #FF – CAST IRON VALVE BOX 12-INCH AND SMALLER VALVES  
CLTWATER DETAIL #G – NEW WATER MAIN JUMPER SCHEMATIC 2-24-INCH MAINS  
CLTWATER DETAIL #GG – VALVE BOX ADJUSTMENTS FOR PAVEMENT RESURFACING  
CLTWATER DETAIL #HH – VALVE BOX ASSEMBLY INSTALLATION 12-INCH AND SMALLER VALVES  
CLTWATER DETAIL #MM – VALVE BOX CONCRETE GRADE RINGS AND FOOTINGS  
CLTWATER DETAIL #TW 1-3 – TRACER WIRE – WATER MAIN  
CLTWATER DETAIL #VV – BW FIRE HYDRANT PAINT COLOR SCHEMES – CMUD-CFD STANDARDS – PUBLIC AND PRIVATE HYDRANTS

TYPE "4"  
(BEDDING FOR D.I. PIPE)



PIPE BEDDED IN SAND, GRAVEL OR CRUSHED STONE TO A DEPTH OF 1/8 PIPE DIAMETER, 4" MINIMUM UNDER PIPE. TRENCH BACKFILLED IN LOOSE 6" LAYERS COMPACTED TO TOP OF TRENCH USING LOCAL EXCAVATED MATERIAL, IF APPROVED BY THE ENGINEER, OR SELECT MATERIAL. ALL MATERIAL SHALL BE FREE OF ROCKS, FOREIGN MATERIAL, AND FROZEN EARTH. COMPACTION SHALL BE TO APPROX. 95% DENSITY IN ACCORDANCE WITH AASHTO T-99 AS MODIFIED BY THE DEPARTMENT OF TRANSPORTATION.

MAXIMUM TRENCH WIDTH AT TOP OF PIPE			
NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)	NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)
4	28	20	44
6	30	24	48
8	32	30	54
10	34	36	60
12	36	42	66
14	38	48	72
16	40	54	78
18	42		



12" MAX  
60°  
D.I.P. CARRIER PIPE  
STEEL PIPE OR ANGLE  
OUTSIDE OF PIPE BELL  
CONCRETE FILL LEAVE TROUGH FOR PIPE.

NOTES:  
1. SEAL ENDS OF CASING PIPE PER SPECIFICATIONS  
2. IF CONCRETE FILL IS PLACED LEVEL (NO TROUGH), THE WATER MAIN SHALL BE INSTALLED WITH CASING SPACERS AND THE STEEL PIPE/ANGLES MAY BE DELETED.  
3. AFTER BORING OPERATIONS HAVE BEEN COMPLETED THE CONTRACTOR WILL INSTALL THE CARRIER PIPE IN A MANNER APPROVED BY THE ENGINEER. CONCRETE FILL (1:3 PORTLAND CEMENT GROUT) WILL THEN BE PLACED AFTER COMPLETING INSTALLATION OF THE WATER PIPE WITHIN THE CASING PIPE AS DIRECTED BY THE ENGINEER AND END ENCLOSURE WALLS INSTALLED AS SHOWN ON THE CONSTRUCTION PLANS OR STANDARD DETAILS. ENDS OF THE CASING PIPE WILL BE SEALED WITH AN EIGHT (8) INCH MASONRY WALL ON THE LOWER END AND A TWELVE (12) INCH MASONRY WALL ON THE HIGHER END. WEEP HOLES WILL BE PROVIDED ON THE DOWNSTREAM END FOR DRAINAGE – SEE STD. DETAIL #16.


CHARLOTTE-MECKLENBURG  
UTILITY DEPARTMENT  
ENGINEERING DIVISION  
CHARLOTTE, NORTH CAROLINA

Job No. \_\_\_\_\_ File No. \_\_\_\_\_  
Scales \_\_\_\_\_  
PLAN \_\_\_\_\_ NTS  
PROFILE \_\_\_\_\_  
Hor. \_\_\_\_\_  
Vert. \_\_\_\_\_  
As Built \_\_\_\_\_ Date \_\_\_\_\_

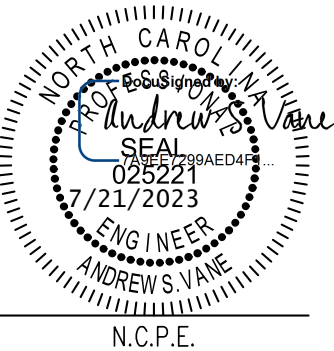
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STANDARD DETAIL  
WATER  
CASING PIPE END SEAL

No. \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Revision \_\_\_\_\_



STV Engineers, Inc.  
900 West Trade St., Suite 715  
Charlotte, NC 28202  
NC License Number F-0991



ANDREW S. VANC  
N.C.P.E.

No. \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Revision \_\_\_\_\_

CHARLOTTE  
WATER

CHARLOTTE WATER  
CHARLOTTE, NORTH CAROLINA

CPM-20-25-228  
Job No. \_\_\_\_\_ File No. \_\_\_\_\_  
Scales \_\_\_\_\_  
PLAN \_\_\_\_\_ N/A  
PROFILE \_\_\_\_\_  
Hor. \_\_\_\_\_ N/A  
Vert. \_\_\_\_\_ N/A  
As Built \_\_\_\_\_ Date \_\_\_\_\_

GIBSON PARK DR WATER LINE  
RELOCATION

NOTES, MATERIALS AND SHEET INDEX

CES ASV NKA ASV  
Surveyed By \_\_\_\_\_ Designed By \_\_\_\_\_ Drawn By \_\_\_\_\_ Project-Engr \_\_\_\_\_ Approved By \_\_\_\_\_ Date \_\_\_\_\_

5/4/23  
Sheet 6  
Of 6

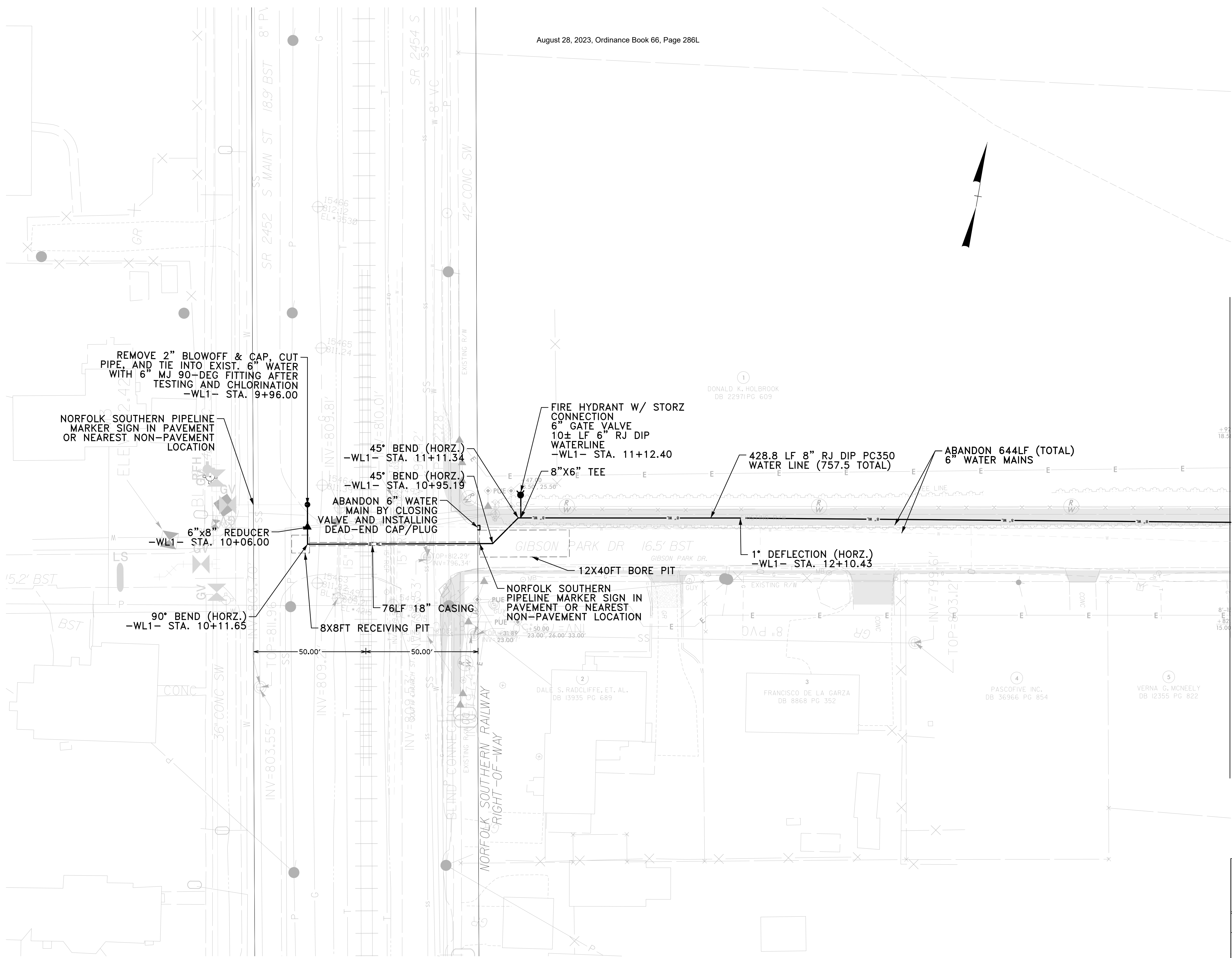


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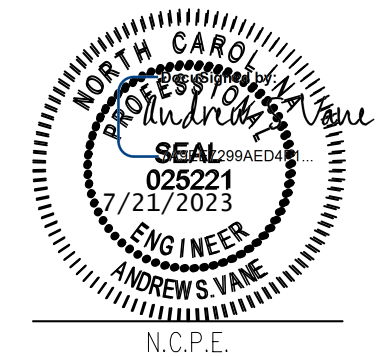
NOTES

1. THIS INSTALLATION WILL REQUIRE NON-STOP CONTINUOUS BORING, TRACK MONITORING, TRACK MONITORING PLANS, AND SHORING PLAN DUE TO EXCAVATION WITHIN NS PROPERTY.

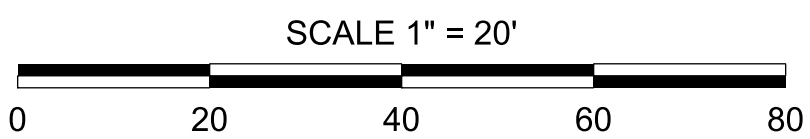


MATCHLINE -WL1- STA 14+29 (SHEET UC-5)

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NC License Number F-0991

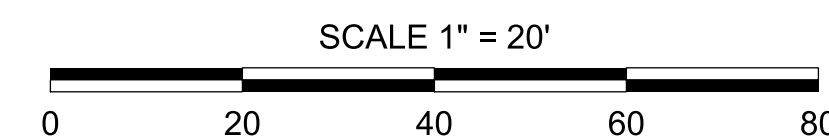


CHARLOTTE WATER		CHARLOTTE WATER	
Charlotte, North Carolina		Charlotte, North Carolina	
CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION	
Job No. _____ File No. _____		8" WATER MAIN STA. 10+00 TO 14+29	
Scales 1"=20'			
PLAN			
PROFILE			
Hor. _____			
Vert. _____			
As Built _____ Date _____			
CES	NKA	NKA	ASV
Surveyed By	Designed By	Drawn By	Project-Engr
			Approved By
			Date
			5/4/23
			Sheet
			Of
			U4
			6



No.	Date	By	Revision





No.	Date	By	Revision
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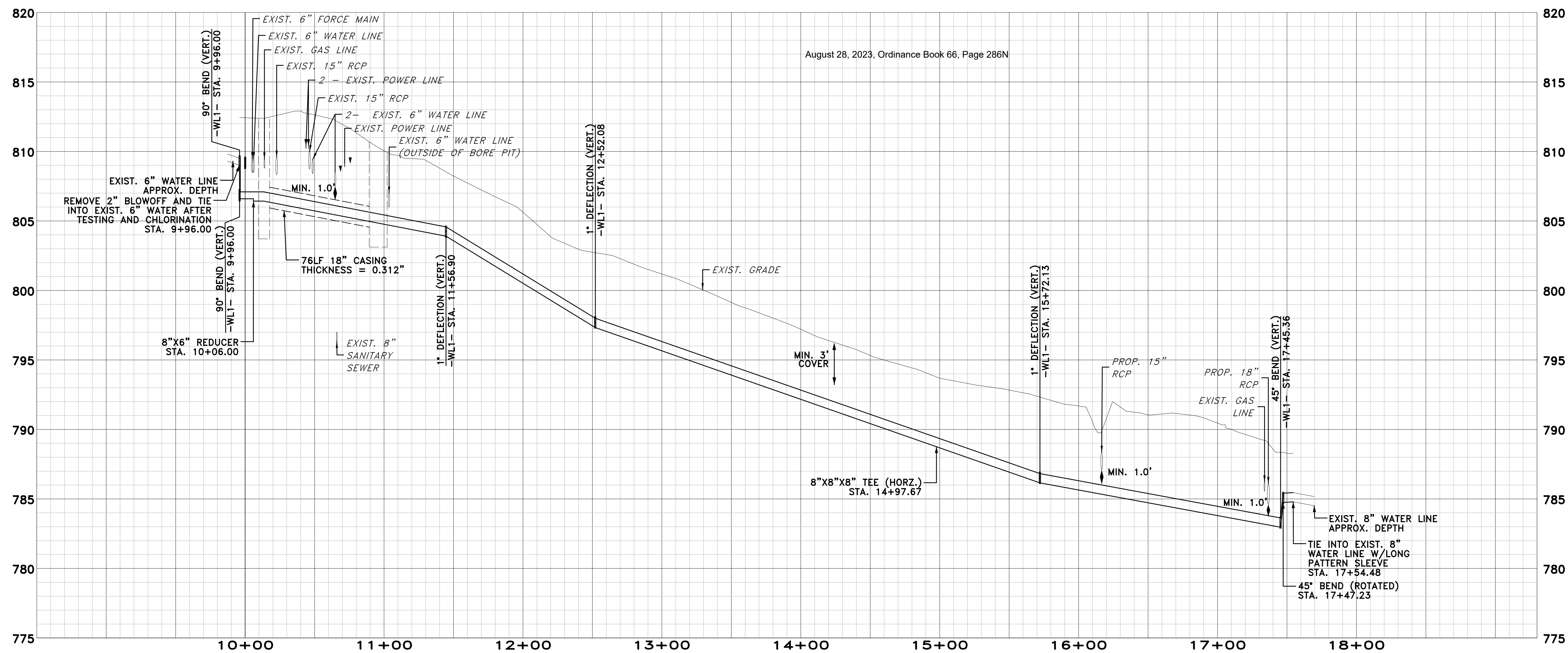


# CHARLOTTE WATER

CHARLOTTE, NORTH CAROLINA

CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION					
Job No. _____ File No. _____							
Scales		8" WATER MAIN STA. 14+29 TO 17+57					
PLAN	1"=20'						
PROFILE							
Hor. _____							
Vert. _____							
As Built _____ Date _____							
CES	NKA	NKA	ASV		5/4/23	Sheet	Of
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date	U5	6

August 28, 2023, Ordinance Book 66, Page 286N



**STV**  **STV Engineers, Inc.**  
900 West Trade St., Suite 715  
Charlotte, NC 28202  
NC License Number F-09991


**CHARLOTTE WATER**  
 CHARLOTTE, NORTH CAROLINA

CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION
Job No.	File No.	
Scales		

Hor.	$\frac{1"=40'}$	8" WATER MAIN PROFILE
Vert.	$\frac{1"=4'}$	

As Built		Date						
CES	NKA	NKA	ASV		5/4/23	Sheet U6	Of 6	
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date			

[illegible]

SCALE 1" = 40'

A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 40, 80, 120, and 160.

No.	Date	By	Revision
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**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION  
OF ANNEXATION PURSUANT TO G.S. 160A-31  
TORRENCE AREA ANNEXATION**

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held during a meeting at the Charlotte-Mecklenburg Government Center at 6:30 p.m. on September 25, 2023.

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

**LEGAL DESCRIPTION**

COMMENCING at NGS Monument "Horton", having North Carolina Grid Coordinates of N: 530272.85, E: 1411689.07; THENCE South 86 degrees 40 minutes 11 seconds West, a grid distance of 2323.72 feet to an existing #4 rebar, the POINT OF BEGINNING, having coordinates of N: 530137.84, E: 1409368.92, marking the southwestern corner of the City of Charlotte (PIN: 14114325), now or formerly, as described in Deed Book 37188, page 116 of the Mecklenburg County Public Registry, the northern most corner of the City of Charlotte (PIN: 14114316), now or formerly, as described in Deed Book 37188, page 101, and the northeastern most corner of the City of Charlotte (PIN: 14114213), now or formerly, as described in Deed Book 37226, page 961; THENCE with the northerly line of the aforementioned City of Charlotte (PIN: 14114213) and with the current limits of the City of Charlotte South 86 degrees 22 minutes 42 seconds West, a distance of 853.44 feet to an existing ½" flat iron bar within the easterly margin of West Boulevard, a variable width public right of way as described in Deed Book 36771, page 168; THENCE with the right of way of West Boulevard and with the current limits of the City of Charlotte North 02 degrees 35 minutes 47 seconds West, a distance of 152.24 feet to a calculated point marking a common corner of Crescent River District, LLC, now or formerly, as described in Deed Book 36912, page 922 and Ethel Torrence & The Estate of Charles Torrence, III, now or formerly, as described in Deed Book 34157, page 127; THENCE with the southerly line of Ethel Torrence & The Estate of Charles Torrence, III the following eight (8) courses and distances: 1) North 85 degrees 48 minutes 12 seconds East, a distance of 136.51 feet to a calculated point; 2) THENCE South 04 degrees 11 minutes 48 seconds East, a distance of 79.68 feet to a calculated point; 3) THENCE North 84 degrees 22 minutes 16 seconds East, a distance of 167.37 feet to a calculated point; 4) THENCE North 85 degrees 48 minutes 12 seconds East, a distance of 224.69 feet to a calculated point; 5) THENCE North 40 degrees 48 minutes 12 seconds East, a distance of 27.58 feet to a calculated point; 6) THENCE North 85 degrees 48 minutes 12 seconds East, a distance of 60.00 feet to a calculated point; 7) THENCE South 04 degrees 11 minutes 48 seconds East, a distance of 19.50 feet; to a



calculated point; 8) THENCE North 85 degrees 48 minutes 12 seconds East, a distance of 235.31 feet to a calculated point marking a common corner of Moses Maurice Lehfed & Alan Jebara, now or formerly, as described in Deed Book 32576, page 481 and the aforementioned City of Charlotte (PIN: 14114325); THENCE with the westerly line of the aforementioned City of Charlotte (PIN: 14114325) and with the current limits of the City of Charlotte South 08 degrees 05 minutes 57 seconds East, a distance of 85.44 feet to the POINT OF BEGINNING, having an area of 1.840 Acres, more or less.

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

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 289-290.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

Billie Tynes, Deputy City Clerk

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF PUBLIC RIGHT-OF-WAY ADJACENT TO DAVID TAYLOR DRIVE in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Infinity 260 Owner, LLC has filed a petition to close a Portion of Public Right-of-Way Adjacent to David Taylor Drive in the City of Charlotte; and

Whereas, an Portion of Public Right-of-Way Adjacent to David Taylor Drive containing 2,398 square feet or 0.0551 acres a Portion of Public Right-of-Way Adjacent to David Taylor Drive as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 28, 2023, that it intends to close a Portion of Public Right-of-Way Adjacent to David Taylor Drive and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of a Portion of Public Right-of-Way Adjacent to David Taylor Drive, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 25th day of September 2023 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of a Portion of Public Right-of-Way Adjacent to David Taylor Drive. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email [charlotteada@charlottenc.gov](mailto:charlotteada@charlottenc.gov) or call 704-336-5271.

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

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 291-292.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF  
WOODCREST AVENUE in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, 1900 S. Tryon, LLC has filed a petition to close a Portion of Woodcrest Avenue in the City of Charlotte; and

Whereas, an Portion of Woodcrest Avenue containing 1,481 square feet or 0.0340 acres a Portion of Woodcrest Avenue as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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

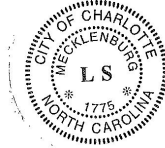
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 28, 2023, that it intends to close a Portion of Woodcrest Avenue and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of a Portion of Woodcrest Avenue, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 25th day of September 2023 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of a Portion of Woodcrest Avenue. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email [charlotteada@charlottenc.gov](mailto:charlotteada@charlottenc.gov) or call 704-336-5271.

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

**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 293-294.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF  
UNOPENED RIGHT-OF-WAY OFF S. CEDAR STREET in the City of Charlotte,  
Mecklenburg County, North Carolina.

Whereas, Asana Partners has filed a petition to close A Portion of Unopened Right-of-Way off S. Cedar Street in the City of Charlotte; and

Whereas, an A Portion of Unopened Right-of-Way off S. Cedar Street containing 4,630 square feet or 0.1063 acres A Portion of Unopened Right-of-Way off S. Cedar Street as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of August 28, 2023, that it intends to close A Portion of Unopened Right-of-Way off S. Cedar Street and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of A Portion of Unopened Right-of-Way off S. Cedar Street, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 25th day of September 2023 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of A Portion of Unopened Right-of-Way off S. Cedar Street. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email [charlotteada@charlottenc.gov](mailto:charlotteada@charlottenc.gov) or call 704-336-5271.

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



**CERTIFICATION**

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 295-296.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



*Billie Tynes*

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Billie Tynes, Deputy City Clerk

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 **SHAMROCK DRIVE 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 **SHAMROCK DRIVE IMPROVEMENTS** and estimated to be:

90 sq. ft. (0.002 ac.) **Fee Simple Outside Existing Right-of-Way**

983 sq. ft. (0.023 ac.) **Utility Easement**

310 sq. ft. (0.007ac.) **Temporary Construction Easement**

831 sq. ft. (0.019 ac.) **Sidewalk Utility Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 093-071-01 said property currently owned by **BENJAMIN WERNER SLONE, AND SPOUSE IF ANY**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

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

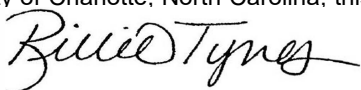
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Billie Tynes, Deputy 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 28<sup>th</sup> day of August 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 297.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 28<sup>th</sup> day of August 2023.



  
\_\_\_\_\_  
Billie Tynes, Deputy City Clerk