

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

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

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

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

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 436-465.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.



*Stephanie C. Kelly*  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF CORNELIUS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 5, "Termination of Agreement," herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

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

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

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

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

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF CORNELIUS

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Attachment I and II are not provided by CMPD- Senior City Attorney, CMPD, Rusty Perlunger.

The Towns have not given him the resolutions because they have not yet passed them.

They have to pass them before they sign the agreements. After they are passed they sign the agreements and then will send the fully executed agreements and resolutions.

Kim Byrd

Records Management Clerk

City of Charlotte NC

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Cornelius Animal Control Ordinance. However, the Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF DAVIDSON, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 5, "Termination of Agreement," herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

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

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

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

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

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

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF DAVIDSON

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Mecklenburg County Animal Control Ordinance, as adopted by the Town by resolution.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Davidson Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.
4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the 911 operator of the Charlotte-Mecklenburg Police Department for referral to the Davidson Police Department.

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF HUNTERSVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 5, "Termination of Agreement," herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

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

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

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

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

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF HUNTERSVILLE

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Huntersville Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF MATTHEWS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 5, "Termination of Agreement," herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

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

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

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

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

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF MATTHEWS

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Matthews Animal Control Ordinance. However, the Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Matthews Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up. All requests for service from the Town animal control officer during his/her vacation, sick leave, etc., shall be in writing or transmitted via electronic mail.

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF MINT HILL, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 6, "Termination of Agreement," herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III.

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

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

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

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

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

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF MINT HILL

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF PINEVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

**WITNESSETH:**

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

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

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

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

1. **Term:** The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 6, "Termination of Agreement," herein.
2. **Services:** The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation:** The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

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

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

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

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

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine

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

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

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

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF PINEVILLE

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within Pineville, the Animal Care & Control shall enforce the Pineville Animal Control Ordinance, as adopted on January 11, 2005, and as subsequently amended by the Town of Pineville.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Licensing: Animal Care & Control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.
4. Requests/Calls for Service: Animal Care & Control shall respond to all calls for service originating in the Town.
5. Dispatch: Animal Care & Control shall receive and dispatch all calls for service originating in the Town.

6. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents with the Town involving animal bites.

RESOLUTION CLOSING A PORTION OF LOMA LINDA LANE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

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

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a portion of Loma Linda Lane to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

WHEREAS, the public hearing was held on the 27<sup>th</sup> day of June, 2016, and City Council determined that the closing of a portion of Loma Linda Lane is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of June 27, 2016, that the Council hereby orders the closing of a portion of Loma Linda Lane in the City of Charlotte Mecklenburg County, North Carolina as shown in the maps marked "Exhibit A", and is more particularly described by metes and bounds in the documents marked "Exhibit B", all of which are attached hereto and made a part hereof.

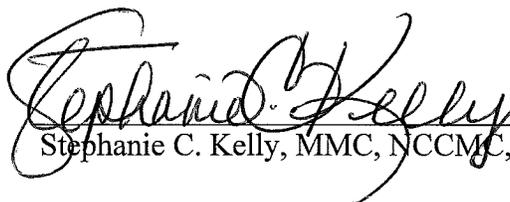
BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 466-471.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.

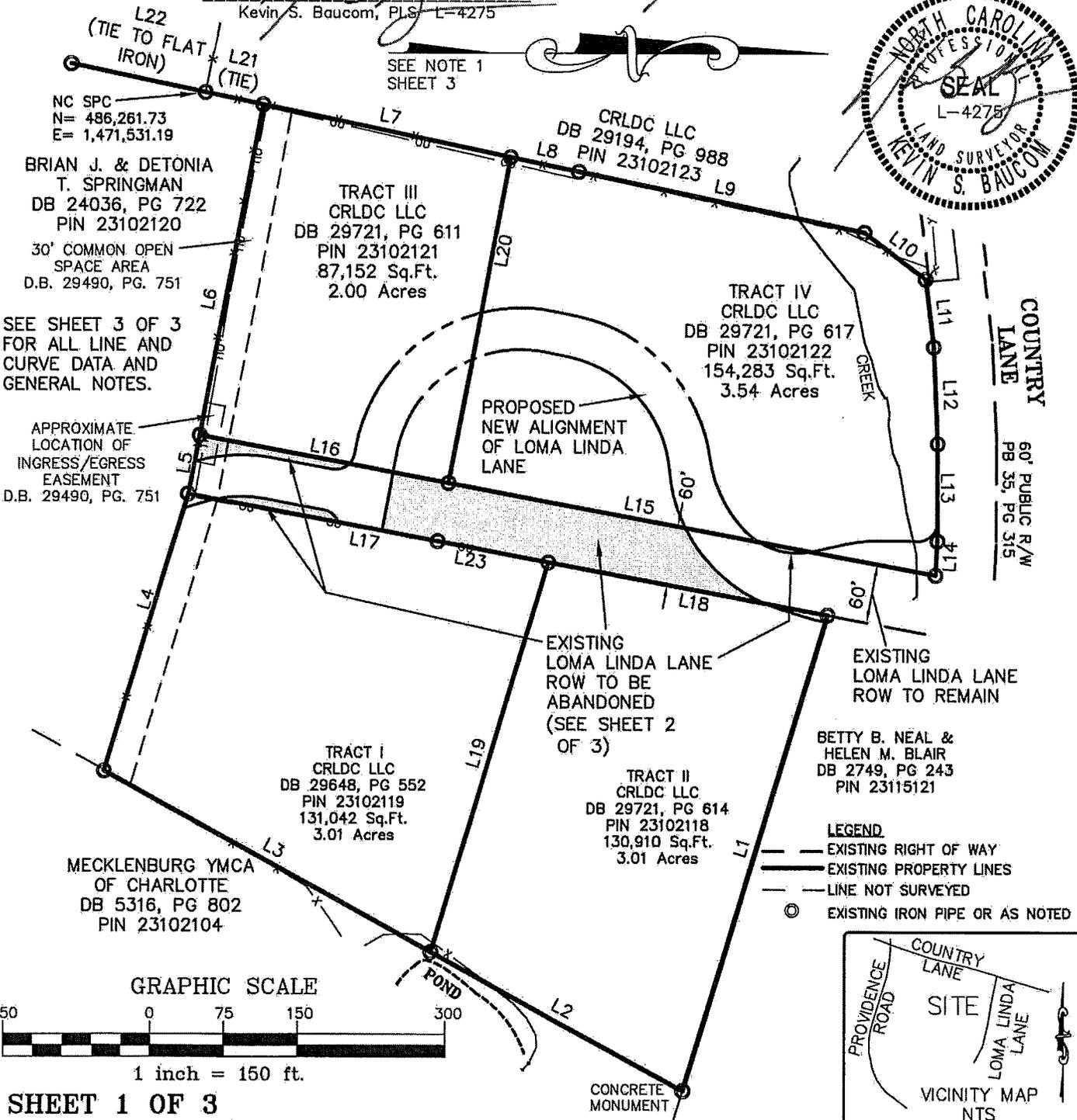
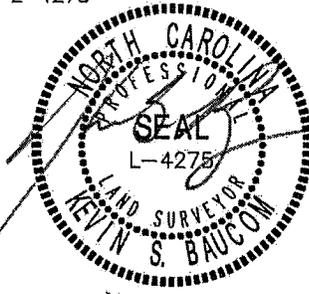


  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

I, Kevin S. Baucom, certify that this survey was drawn under my supervision from an actual survey made under my supervision, deed description recorded in Book & Pages shown; that the boundaries not surveyed are clearly indicated as drawn lines from information found in Book and Page shown; that the ratio of precision as calculated is 1:10,000+; that this survey was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 15<sup>th</sup> day of June, A.D., 2015.

I hereby certify that this plat is of the following type: G.S. 47-30 (f)(11)(d). This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Kevin S. Baucom, PLS L-4275



SHEET 1 OF 3

**EXHIBIT A**

**RIGHT OF WAY CLOSING OF A PORTION OF LOMA LINDA LANE**

**CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA**

**THE JOHN R. MCADAMS COMPANY, INC.**  
 11801 Carmel Commons Blvd.  
 Suite 111  
 Charlotte, North Carolina 28226  
 License No.: C-02093  
 (800) 733-5646 • McAdamsCo.com

SEE NOTE 1  
SHEET 3

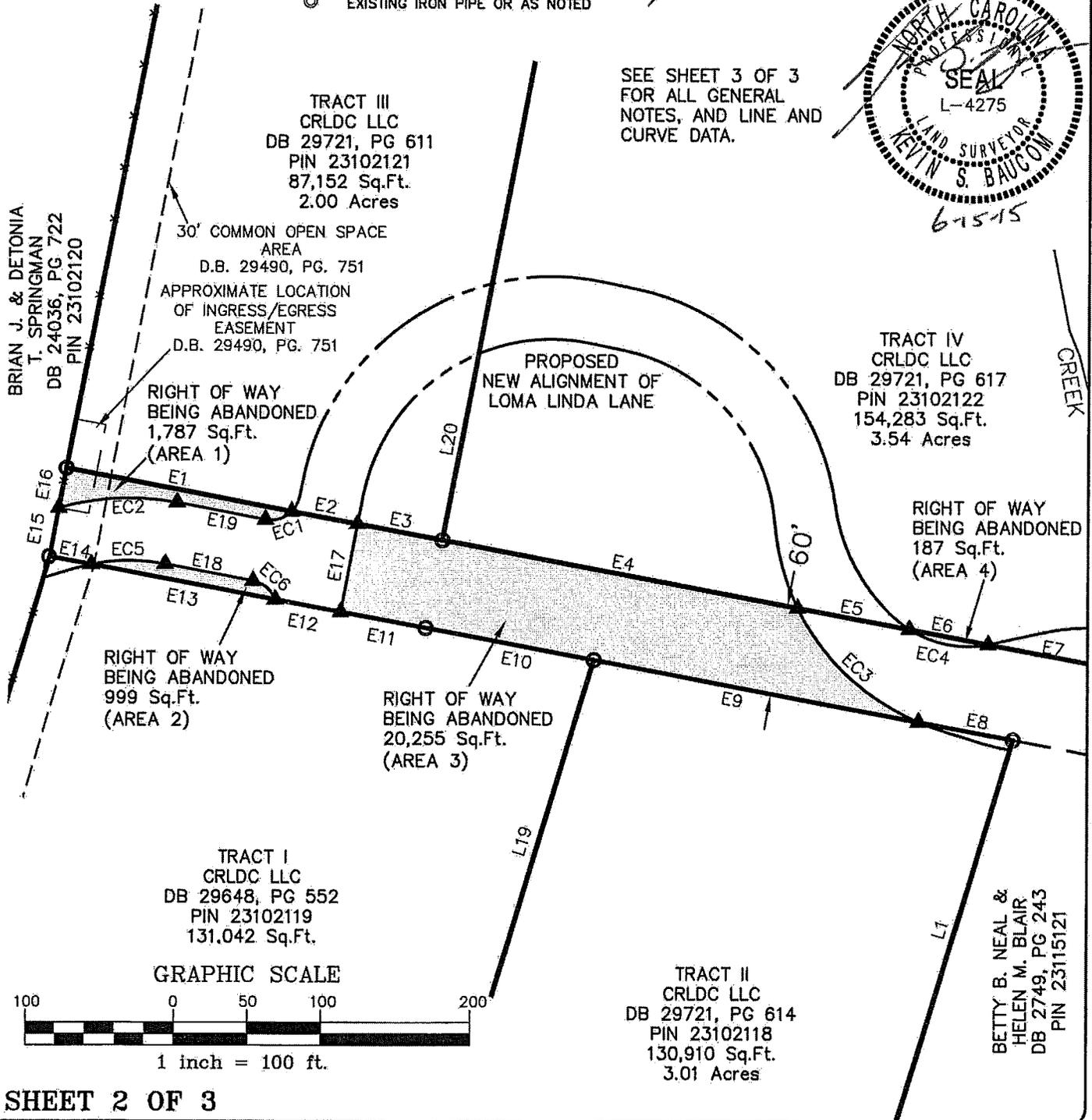
- LEGEND**
- x— FENCE
  - EXISTING RIGHT OF WAY
  - EXISTING PROPERTY LINES
  - LINE NOT SURVEYED
  - ⊙ EXISTING IRON PIPE OR AS NOTED

I hereby certify that this plat is of the following type: G.S. 47-30 (f)(11)(d). This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

*Kevin S. Baucorn*  
Kevin S. Baucorn, PLS L-4275



SEE SHEET 3 OF 3  
FOR ALL GENERAL  
NOTES, AND LINE AND  
CURVE DATA.



SHEET 2 OF 3

**EXHIBIT A**  
**RIGHT OF WAY CLOSING OF A PORTION**  
**OF LOMA LINDA LANE**  
**CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA**



**THE JOHN R. MCADAMS  
COMPANY, INC.**  
11901 Carmel Commons Blvd.  
Suite 111  
Charlotte, North Carolina 28226  
License No.: C-02093  
(800) 733-5646 • McAdamsCo.com

**GENERAL NOTES**

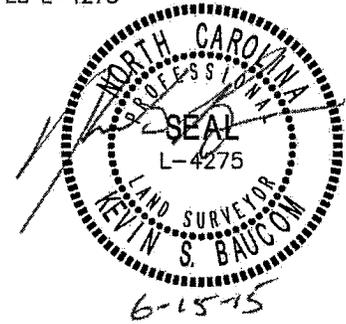
1.) THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH RTK-VRS GPS OBSERVATIONS USING A EPOCH 50 GNSS SYSTEM RECEIVER AND PROCESSED USING GPS CONTINUOUSLY OPERATING REFERENCE STATIONS. DATE OF OBSERVATIONS WAS FEBRUARY 10, 2014. THE RELATIVE POSITIONAL ACCURACY OF THE GPS NETWORK IS <0.07. THE FOLLOWING CORS WAS THE BASE STATION USED: NC49

VERTICAL POSITIONS ARE REFERENCED TO NAVD88(GROUND 12A).  
HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011).  
THE COMBINED SCALE FACTOR IS 0.99984798.

- 2.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- 3.) REFERENCES: DEED BOOK 29721, PAGE 611; DEED BOOK 29721, PAGE, 617; DEED BOOK 29648, PAGE 552 AND DEED BOOK 29721, PAGE 614 OF THE MECKLENBURG COUNTY REGISTRY  
PINs 23102122, 23102121, 23102119, 23102118
- 4.) NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.

I hereby certify that this plat is of the following type: G.S. 47-30 (f)(11)(d). This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

*K.S.B.*  
Kevin S. Baugcom, PLS L-4275



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 73°11'24" W	503.32'
L2	S 28°40'13" W	292.36'
L3	S 28°45'27" W	380.17'
L4	N 73°08'11" W	293.03'
L5	S 79°18'35" E	60.52'
L6	N 79°18'04" W	339.99'
L7	S 11°48'59" W	258.54'
L8	S 11°48'59" W	70.77'
L9	S 11°49'17" W	296.10'
L10	S 37°05'37" W	78.27'
L11	S 82°54'57" W	68.78'
L12	S 87°21'57" W	98.17'
L13	S 89°53'57" W	98.51'
L14	N 86°55'03" W	34.68'
L15	N 10°35'09" E	504.07'
L16	N 10°44'20" E	258.03'
L17	N 10°37'26" E	258.13'
L18	N 10°35'41" E	287.78'
L19	N 73°11'08" W	412.08'
L20	N 79°13'21" W	335.13'
L21	S 11°50'58" W	59.99'
L22	S 11°49'40" W	139.85'
L23	N 10°35'41" E	115.75'

EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
EC1	19.44'	20.00'	S 17°15'15" E	18.69'
EC2	79.83'	171.00'	S 02°43'53" E	79.11'
EC3	113.45'	160.00'	N 43°18'27" E	111.09'
EC4	55.47'	74.00'	S 10°35'09" W	54.18'
EC5	49.84'	129.00'	N 00°25'27" W	49.53'
EC6	20.32'	20.00'	N 39°45'00" E	19.46'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E1	N 10°44'20" E	154.54'
E2	N 10°44'20" E	45.46'
E3	N 10°44'20" E	58.03'
E4	N 10°35'09" E	244.97'
E5	N 10°35'09" E	75.77'
E6	N 10°35'09" E	54.18'
E7	N 10°35'09" E	129.15'
E8	N 10°35'41" E	65.09'
E9	S 10°35'41" W	222.69'
E10	S 10°35'41" W	115.75'
E11	S 10°37'26" W	58.14'
E12	N 10°37'26" E	45.32'
E13	N 10°37'26" E	126.28'
E14	N 10°37'26" E	28.39'
E15	S 79°18'35" E	33.22'
E16	N 79°18'35" W	27.30'
E17	N 79°18'04" W	60.12'
E18	N 10°38'36" E	60.68'
E19	S 10°38'36" W	61.08'

SHEET 3 OF 3

**EXHIBIT A**  
**RIGHT OF WAY CLOSING OF A PORTION**  
**OF LOMA LINDA LANE**  
**CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA**



**McADAMS**

**THE JOHN R. MCADAMS COMPANY, INC.**  
11301 Carmel Commons Blvd.  
Suite 111  
Charlotte, North Carolina 28226  
License No.: C-02093  
(800) 733-5646 • McAdamsCo.com

June 27, 2016

Resolution Book 47, Page 470

**Closing Area 1:**

Being that certain parcel of land lying and being situate in Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

Beginning at an iron pipe located at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 611, said point being on the northern line of Brian J. & Detonia T Springman, recorded in Book 24036, Page 722, said point being the POINT OF BEGINNING; thence with said line of CRLDC, LLC North  $10^{\circ}44'20''$  East 154.54 feet to a point; thence with a curve to the right having an arc length of 19.44 feet, a radius of 20.00 feet and a chord bearing and distance of South  $17^{\circ}15'15''$  East 18.69 feet to a point; thence South  $10^{\circ}38'36''$  West 61.08 feet to a point; thence with a curve to the left having an arc length of 79.84 feet, a radius of 171.00 feet and a chord bearing and distance of South  $02^{\circ}43'56''$  East 79.12 feet to a point on the northern line of the aforesaid Springman; thence with said Springman North  $79^{\circ}18'35''$  West 27.30 feet to the POINT OF BEGINNING, containing 1,787 square feet, 0.04 acres, more or less.

**Closing Area 2:**

Being that certain parcel of land lying and being situate in Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

Commencing at an iron pipe located at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 611, said point being on the northern line of Brian J. & Detonia T Springman, recorded in Book 24036, Page 722; thence with the line of said Springman South  $79^{\circ}18'35''$  East 60.52 feet to an iron at the southwest corner of CRLDC, LLC, recorded in Book 29648, Page 552; thence with the line of said CRLDC, LLC North  $10^{\circ}37'26''$  East 28.39 feet to the POINT OF BEGINNING; thence with a curve to the right having an arc length of 49.84 feet, a radius of 129.00 feet and a chord bearing and distance of North  $00^{\circ}25'27''$  West 49.53 feet; thence North  $10^{\circ}38'36''$  East 60.68 feet; thence with a curve to the right having an arc length of 20.32 feet, a radius of 20.00 feet and a chord bearing and distance of North  $39^{\circ}45'00''$  East 19.46 feet to a point on the western line of the aforementioned CRLDC, LLC, recorded in Book 29648, Page 552; thence with said line of CRLDC, LLC South  $10^{\circ}37'26''$  West 126.28 feet to the POINT OF BEGINNING, containing 999 square feet, 0.02 acres, more or less.

**Closing Area 3:**

Being that certain parcel of land lying and being situate in Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

Commencing at an iron pipe located at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 611, said point being on the northern line of Brian J. & Detonia T Springman,

June 27, 2016

Resolution Book 47, Page 471

recorded in Book 24036, Page 722; thence with said line of CRLDC, LLC North 10°44'20" East 154.54 feet to a point; thence North 10°44'20" East 45.46 feet to a point, said point being the POINT OF BEGINNING; thence North 10°44'20" East 58.03 feet to an iron pipe at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 617; thence with line of said CRLDC, LLC, recorded in Book 29721, Page 617 North 10°35'09" East 244.97 feet to a point; thence with a curve to the left having an arc length of 113.45 feet, a radius of 160.00 feet and a chord bearing and distance of North 43°18'27" East 111.09 feet to a point; thence South 10°35'41" West 222.69 feet to an iron pipe located at the northwest corner of CRLDC, recorded in Book 29648, Page 552; thence with the line of said CRLDC, recorded in Book 29648, Page 552 South 10°35'41" West 115.75 feet to a point; thence South 10°37'26" West 58.14 feet to a point; thence North 79°18'04" West 60.12 feet; to the POINT OF BEGINNING, containing 20,255 square feet, 0.46 acres, more or less.

**Closing Area 4:**

Being that certain parcel of land lying and being situate in Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

Commencing at an iron pipe located at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 611, said point being on the northern line of Brian J. & Detonia T Springman, recorded in Book 24036, Page 722; thence with said line of CRLDC, LLC North 10°44'20" East 154.54 feet to a point; thence North 10°44'20" East 45.46 feet to a point; thence North 10°44'20" East 58.03 feet to an iron pipe at the southeast corner of CRLDC, LLC, recorded in Book 29721, Page 617; thence with line of said CRLDC, LLC, recorded in Book 29721, Page 617 North 10°35'09" East 244.97 feet to a point; thence North 10°35'09" East 75.77 feet to a point, said point being the POINT OF BEGINNING; thence North 10°35'09" East 54.18 feet to a point; thence with a curve to the left having an arc length of 55.47 feet, a radius of 74.00 feet and a chord bearing and distance of South 10°35'09" West 54.18 feet to the POINT OF BEGINNING, containing 187 square feet, more or less.

June 27, 2016

Resolution Book 47, Page 472

RESOLUTION CLOSING BONNIE CIRCLE AND FOREST DRIVE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

---

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

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close Bonnie Circle and Forest Drive to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

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

WHEREAS, an easement shall be reserved in favor of Charlotte Water, AT&T and Duke Energy over, upon, and under the Forest Drive right-of-way for ingress, egress, and regress to access its existing facilities for the installation, maintenance, replacement, and repair of water lines, water mains, sewer lines, sewer mains, cable, conduit, and related equipment, as shown on the attached maps marked "Exhibit A-4 & A-5"; and

WHEREAS, the public hearing was held on the 27<sup>th</sup> day of June, 2016, and City Council determined that the closing of Bonnie Circle and Forest Drive is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of June 27, 2016, that the Council hereby orders the closing of a portion of Bonnie Circle and Forest Drive in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A-1 through A-5" and is more particularly described by metes and bounds in the documents marked "Exhibit B-1 and B-2, all of which are attached hereto and made a part hereof. This action shall be effective on the date that City Council of Charlotte, North Carolina approves Rezoning Petition #2016-070.

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

June 27, 2016

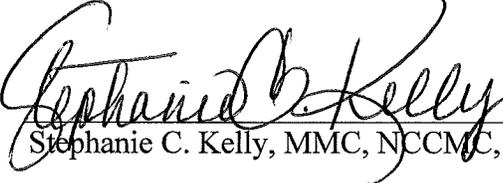
Resolution Book 47, Page 473

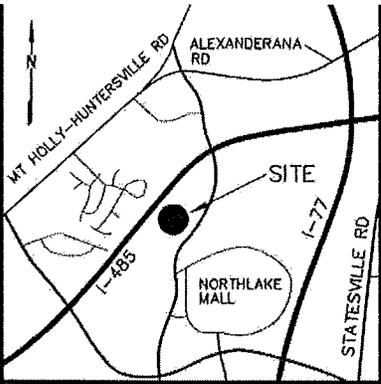
**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 472-480.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 80°40'11" E	86.35'
L2	S 27°05'22" W	111.99'

June 27, 2016  
Resolution Book 47, Page 474

### INTERSTATE 485 (VARIABLE WIDTH CONTROLLED ACCESS)

N.C. DEPARTMENT OF  
TRANSPORTATION  
(NCDOT TIP# R-2248D)

CITY OF CHARLOTTE  
MECKLENBURG COUNTY, NORTH CAROLINA  
ROAD RIGHT-OF-WAY ABANDONMENT SURVEY FOR:

## BONNIE CIRCLE EXHIBIT "A-1" (SHEET 1 OF 3)

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=60'



157 CROSS CENTER RD #253 DENVER, NC 28037 OFFICE 704-483-3201 FAX 704-483-3202

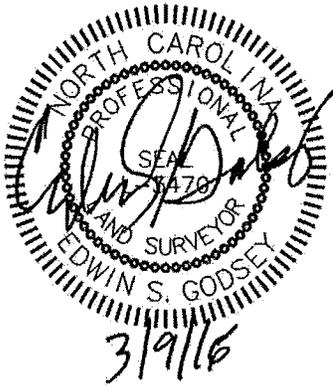
(NC FIRM LICENSE # F-1329)

VICINITY MAP

(CONTROLLED ACCESS)  
S 41°39'10" W 317.41' (TIE)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	34.71'	30.51'	S 70°47'32" E
C2	20.00'	35.52'	31.03'	S 29°47'39" W



RONALD J. WITHROW and  
WILLIAM R. CULP, JR. TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30057 PG 634  
TAX PARCEL 025-105-10

RONALD J. WITHROW TRUSTEE  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 29960 PG 995  
TAX PARCEL 025-104-05

70' GAS LINE EASEMENT  
COLONIAL PIPELINE COMPANY  
(DB 2365 PG 413)  
(DB 4041 PG 369)

PORTION OF BONNIE CIRCLE  
ROAD RIGHT-OF-WAY  
TO BE ABANDONED  
**0.716 ACRES**  
(31,223 SQ. FT.)

RONALD J. WITHROW and  
WILLIAM R. CULP, JR. TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30057 PG 654  
TAX PARCEL 025-105-09

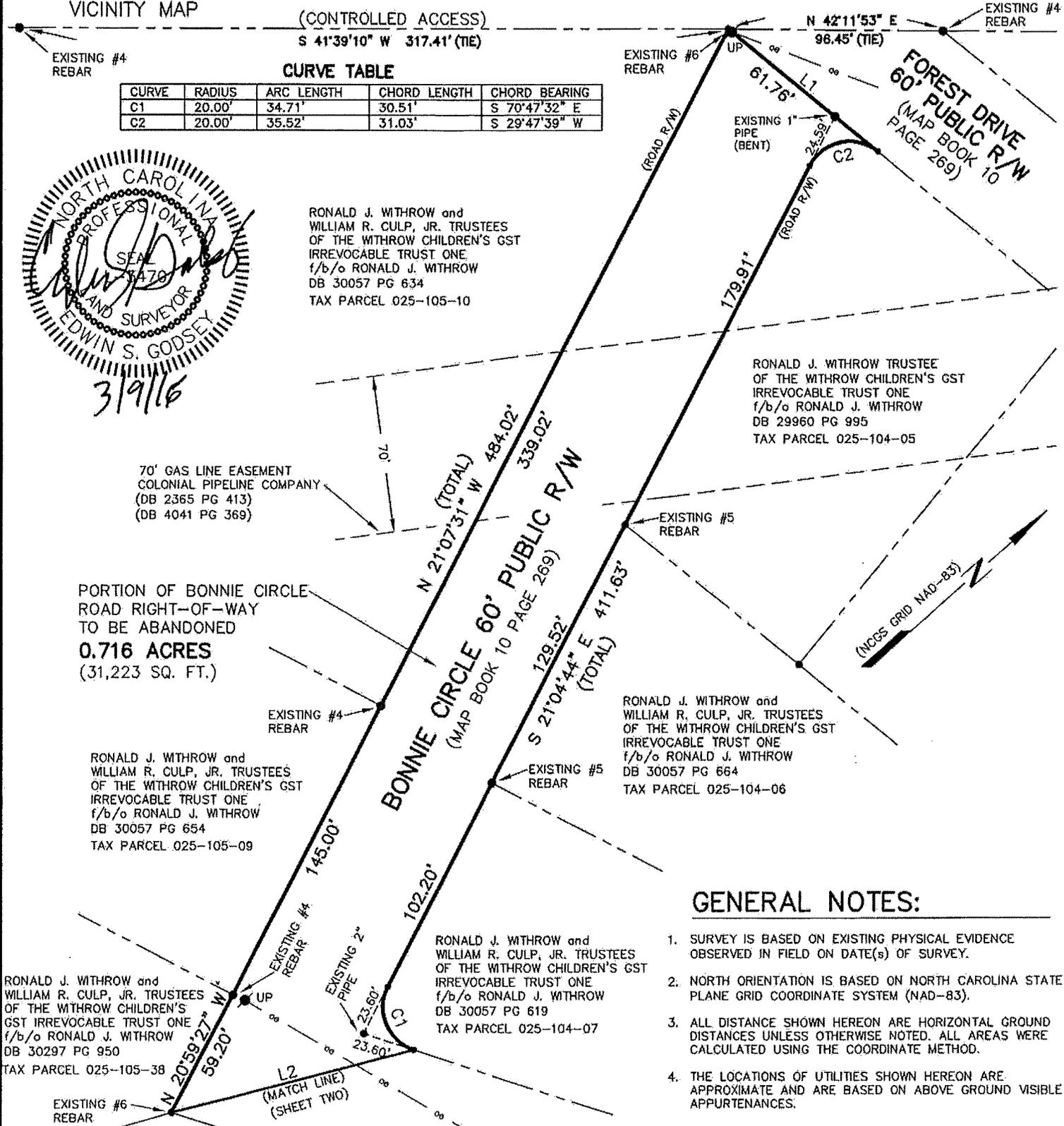
RONALD J. WITHROW and  
WILLIAM R. CULP, JR. TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30297 PG 950  
TAX PARCEL 025-105-38

RONALD J. WITHROW and  
WILLIAM R. CULP, JR. TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30057 PG 619  
TAX PARCEL 025-104-07

RONALD J. WITHROW and  
WILLIAM R. CULP, JR. TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30057 PG 664  
TAX PARCEL 025-104-06

### GENERAL NOTES:

1. SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
2. NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.

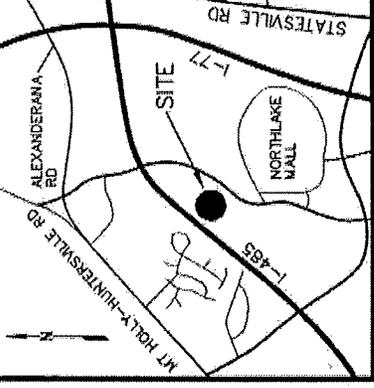


LINE TABLE

LINE	BEARING	DISTANCE
L2	N 27°05'22" E	111.99'
L3	S 63°31'20" E	89.05'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C3	20.00'	28.06'	25.82'	N 19°07'33" E



VICINITY MAP

(SHEET THREE)  
 (MATCH LINE)

EXISTING #5 REBAR  
 81.16'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30057 PG 664  
 TAX PARCEL 025-105-03

EXISTING #5 REBAR  
 99.77'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30057 PG 664  
 TAX PARCEL 025-105-04

EXISTING #4 REBAR  
 100.18'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30057 PG 664  
 TAX PARCEL 025-105-05

EXISTING #5 REBAR  
 200.04'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30057 PG 664  
 TAX PARCEL 025-105-06

EXISTING #6 REBAR  
 79.79'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30297 PG 950  
 TAX PARCEL 025-105-28

EXISTING #6 REBAR  
 174.72'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30057 PG 619  
 TAX PARCEL 025-104-07

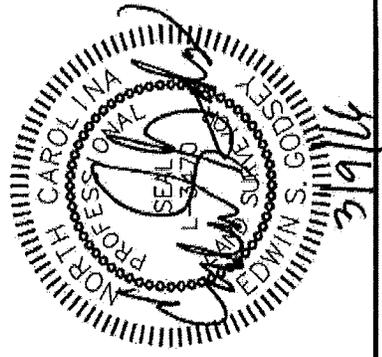
EXISTING #6 REBAR  
 560.94'  
 N 59°19'26" E 223.48'  
**BONNIE CIRCLE 60' PUBLIC R/W**  
 (MAP BOOK 10 PAGE 269)  
 S 59°12'52" W

PORTION OF BONNIE CIRCLE  
 ROAD RIGHT-OF-WAY  
 TO BE ABANDONED  
**0.673 ACRES**  
 (29,318 SQ. FT.)

EXISTING #6 REBAR  
 79.79'  
 RONALD J. WITHROW and  
 WILLIAM R. CULP, JR. TRUSTEES  
 OF THE WITHROW CHILDREN'S GST  
 IRREVOCABLE TRUST ONE  
 1/2/0 RONALD J. WITHROW  
 DB 30297 PG 950  
 TAX PARCEL 025-105-39

**GENERAL NOTES:**

1. SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
2. NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.

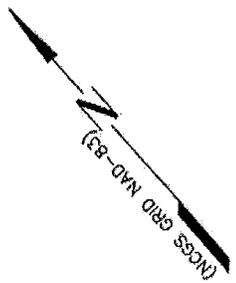


(NO FIRM LICENSE # F-1329)

CITY OF CHARLOTTE  
 MECKLENBURG COUNTY, NORTH CAROLINA  
 ROAD RIGHT-OF-WAY ABANDONMENT SURVEY FOR:  
**BONNIE CIRCLE**  
**EXHIBIT "A-2" (SHEET 2 OF 3)**

**LANDTEC**  
 SURVEYING • MAPPING  
 OFFICE 702-463-3500  
 157 CROSS CENTER RD #253  
 DENVER, CO 80207  
 FAX 702-463-3529

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=60'



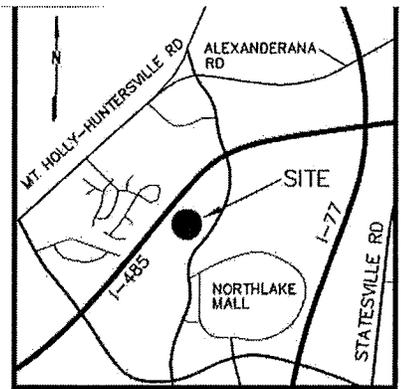
**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	20.00'	27.32'	25.25'	N 60°12'31" W
C5	20.00'	35.62'	31.10'	S 29°56'43" W

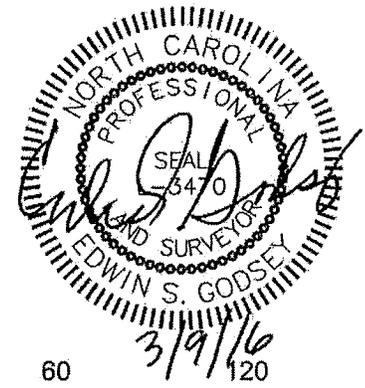
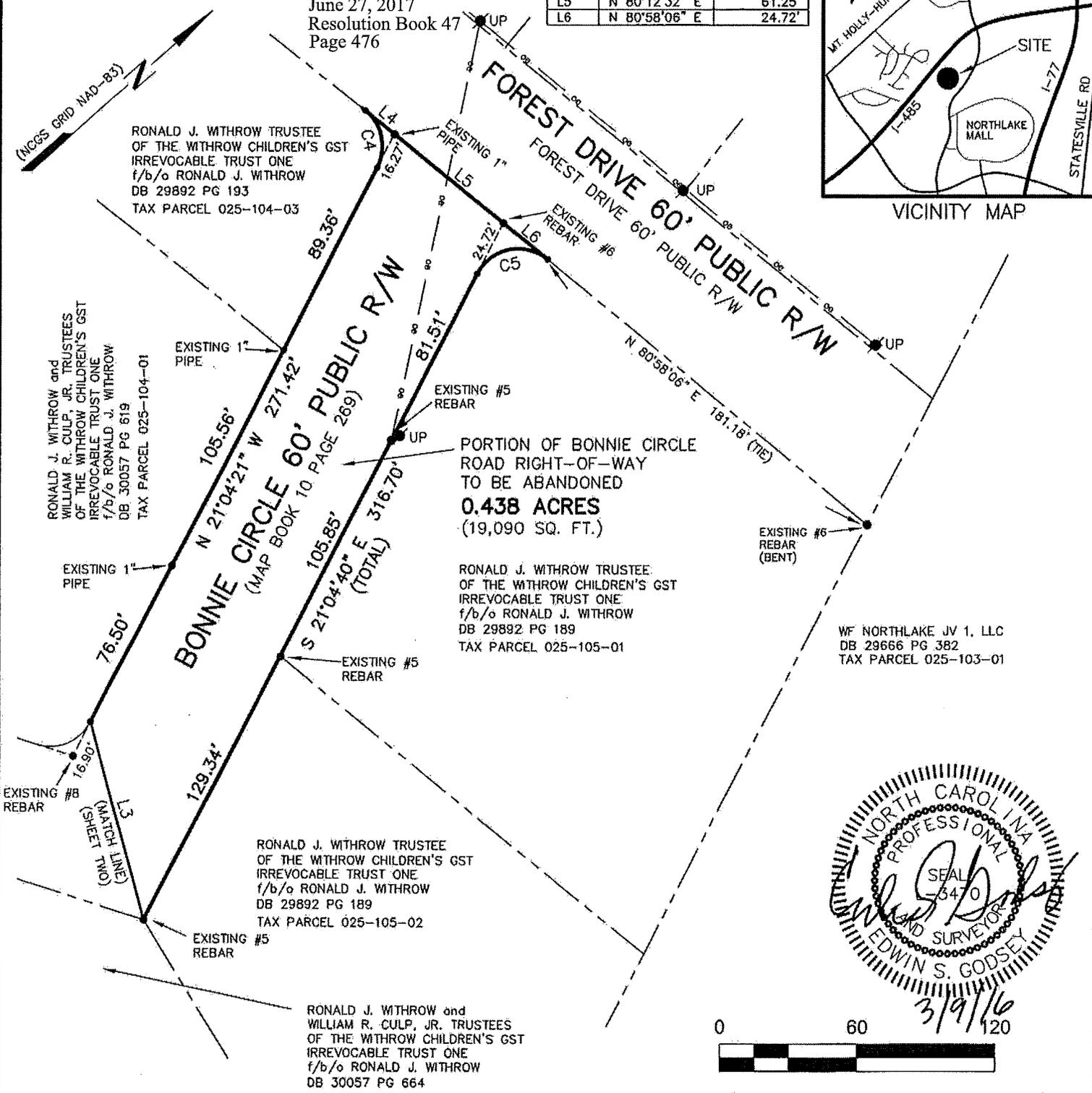
**LINE TABLE**

LINE	BEARING	DISTANCE
L3	N 63°31'20" W	89.05'
L4	N 80°39'20" E	16.27'
L5	N 80°12'32" E	61.25'
L6	N 80°58'06" E	24.72'

June 27, 2017  
Resolution Book 47  
Page 476



VICINITY MAP



**GENERAL NOTES:**

1. SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
2. NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.

CITY OF CHARLOTTE  
MECKLENBURG COUNTY, NORTH CAROLINA  
ROAD RIGHT-OF-WAY ABANDONMENT SURVEY FOR:  
**BONNIE CIRCLE**  
**EXHIBIT "A-3" (SHEET 3 OF 3)**

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=60'



157 CROSS CENTER RD #253 DENVER, NC 28037  
OFFICE 704-483-5201 FAX 704-483-5202

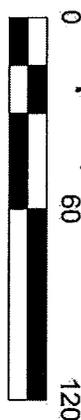
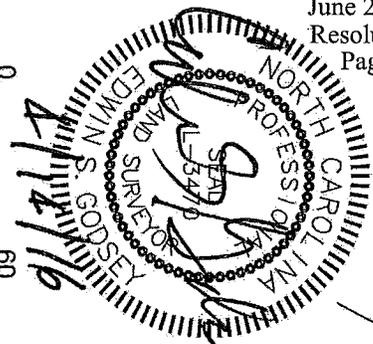
NC FIRM LICENSE # F-1329

# INTERSTATE 485 (VARIABLE WIDTH CONTROLLED ACCESS)

N.C. DEPARTMENT OF TRANSPORTATION (NCDOT TIP # R-2248D)

EASEMENT IN FAVOR OF CHARLOTTE-WATER, AT&T, AND ALL OTHER OWNERS OF EXISTING UNDERGROUND UTILITIES AND TELECOMMUNICATION FACILITIES, UPON, UNDER, AND ACROSS THE ENTIRE PROPERTY DESCRIBED ABOVE FOR ACCESS TO AND FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF WATER LINES, SANITARY SEWER, CONDUIT, CABLE, WIRES, AND RELATED EQUIPMENT.

June 27, 2016  
Resolution Book 47  
Page 477

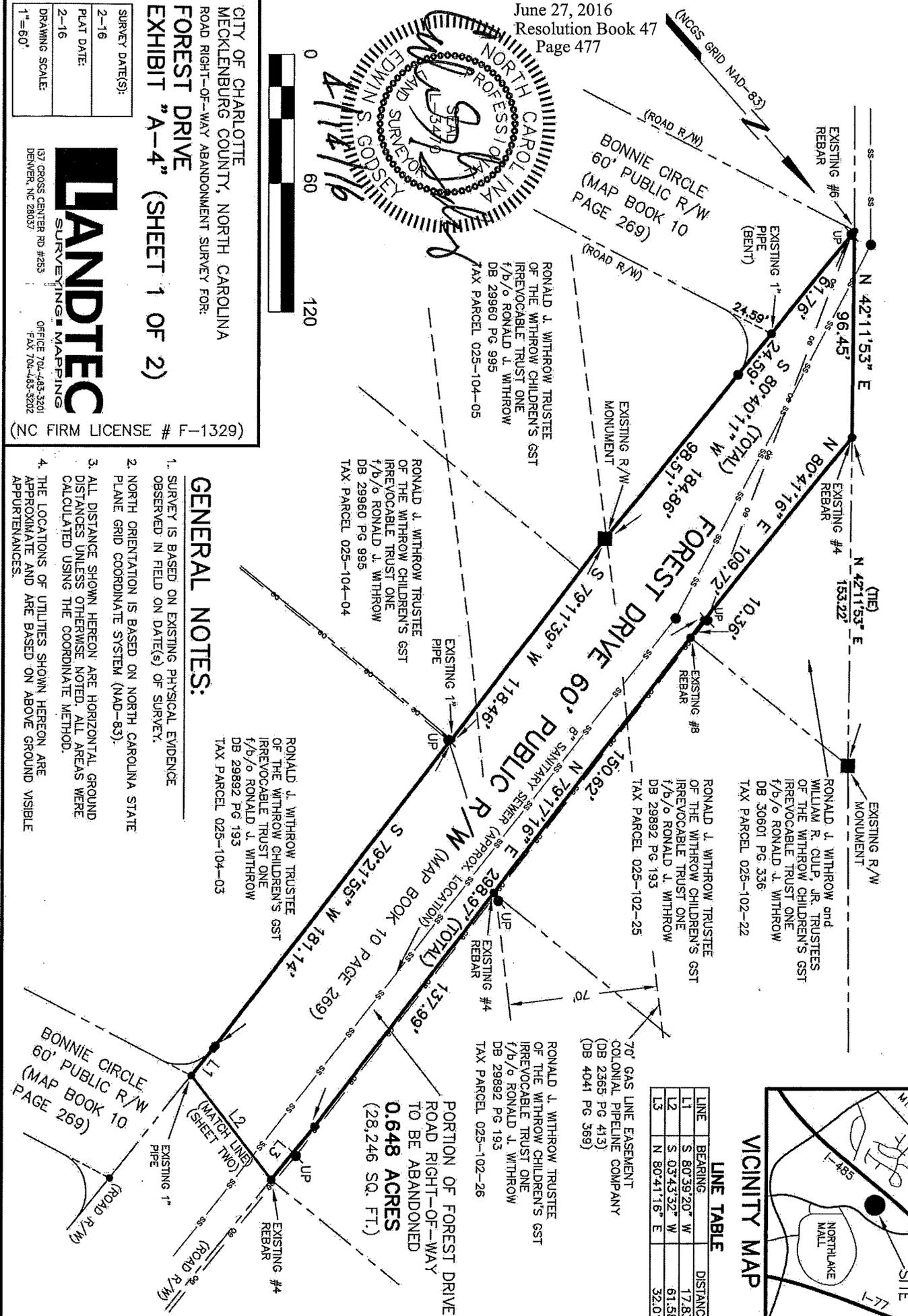


CITY OF CHARLOTTE  
MECKLENBURG COUNTY, NORTH CAROLINA  
ROAD RIGHT-OF-WAY ABANDONMENT SURVEY FOR:  
**FOREST DRIVE**  
**EXHIBIT "A-4" (SHEET 1 OF 2)**

SURVEY DATE(S):  
2-16  
PLAT DATE:  
2-16  
DRAWING SCALE:  
1"=60'

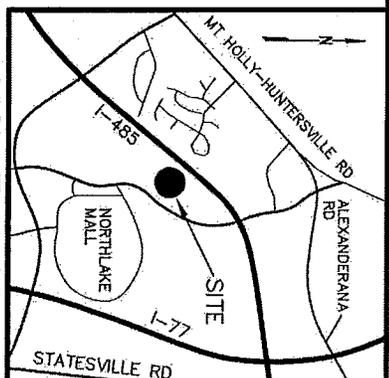


(NC FIRM LICENSE # F-1329)



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 80°39'20" W	17.83'
L2	S 03°43'32" W	61.58'
L3	N 80°41'16" E	32.01'



### GENERAL NOTES:

1. SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
2. NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.

PORTION OF FOREST DRIVE ROAD RIGHT-OF-WAY TO BE ABANDONED  
**0.648 ACRES**  
(28,246 SQ. FT.)

RONALD J. WITHROW TRUSTEE  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 29892 PG 193  
TAX PARCEL 025-104-03

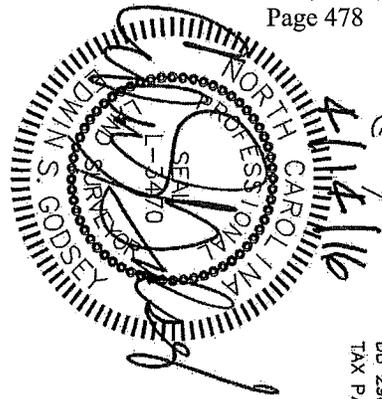
RONALD J. WITHROW TRUSTEE  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 29892 PG 193  
TAX PARCEL 025-102-26

RONALD J. WITHROW TRUSTEE  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 29892 PG 191  
TAX PARCEL 025-102-27

RONALD J. WITHROW and  
WILLIAM R. CULP, JR., TRUSTEES  
OF THE WITHROW CHILDREN'S GST  
IRREVOCABLE TRUST ONE  
f/b/o RONALD J. WITHROW  
DB 30057 PG 664  
TAX PARCEL 025-102-28

WF NORTHLAKE JV 1, LLC  
DB 29666 PG 382  
TAX PARCEL 025-103-01

EASEMENT IN FAVOR OF CHARLOTTE-WATER, AT&T, AND ALL OTHER OWNERS OF EXISTING UNDERGROUND UTILITIES AND TELECOMMUNICATION FACILITIES, UPON, UNDER, AND ACROSS THE ENTIRE PROPERTY DESCRIBED ABOVE FOR ACCESS TO AND FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF WATER LINES, SANITARY SEWER, CONDUIT, CABLE, WIRES, AND RELATED EQUIPMENT.



PORTION OF FOREST DRIVE  
ROAD RIGHT-OF-WAY  
TO BE ABANDONED  
**0.349 ACRES**  
(15,219 SQ. FT.)

WF NORTHLAKE JV 1, LLC  
DB 29666 PG 382  
TAX PARCEL 025-103-01

CITY OF CHARLOTTE  
MECKLENBURG COUNTY, NORTH CAROLINA  
ROAD RIGHT-OF-WAY ABANDONMENT SURVEY FOR:  
**FOREST DRIVE**  
**EXHIBIT "A-5" (SHEET 2 OF 2)**

SURVEY DATE(S):	2-16
PLAT DATE:	2-16
DRAWING SCALE:	1"=60'

**LANDTEC**  
SURVEYING & MAPPING  
137 CROSS CENTER RD #253  
DENVER, NC 28037  
OFFICE 704-483-3201  
FAX 704-483-3202

(NC FIRM LICENSE # F-1329)

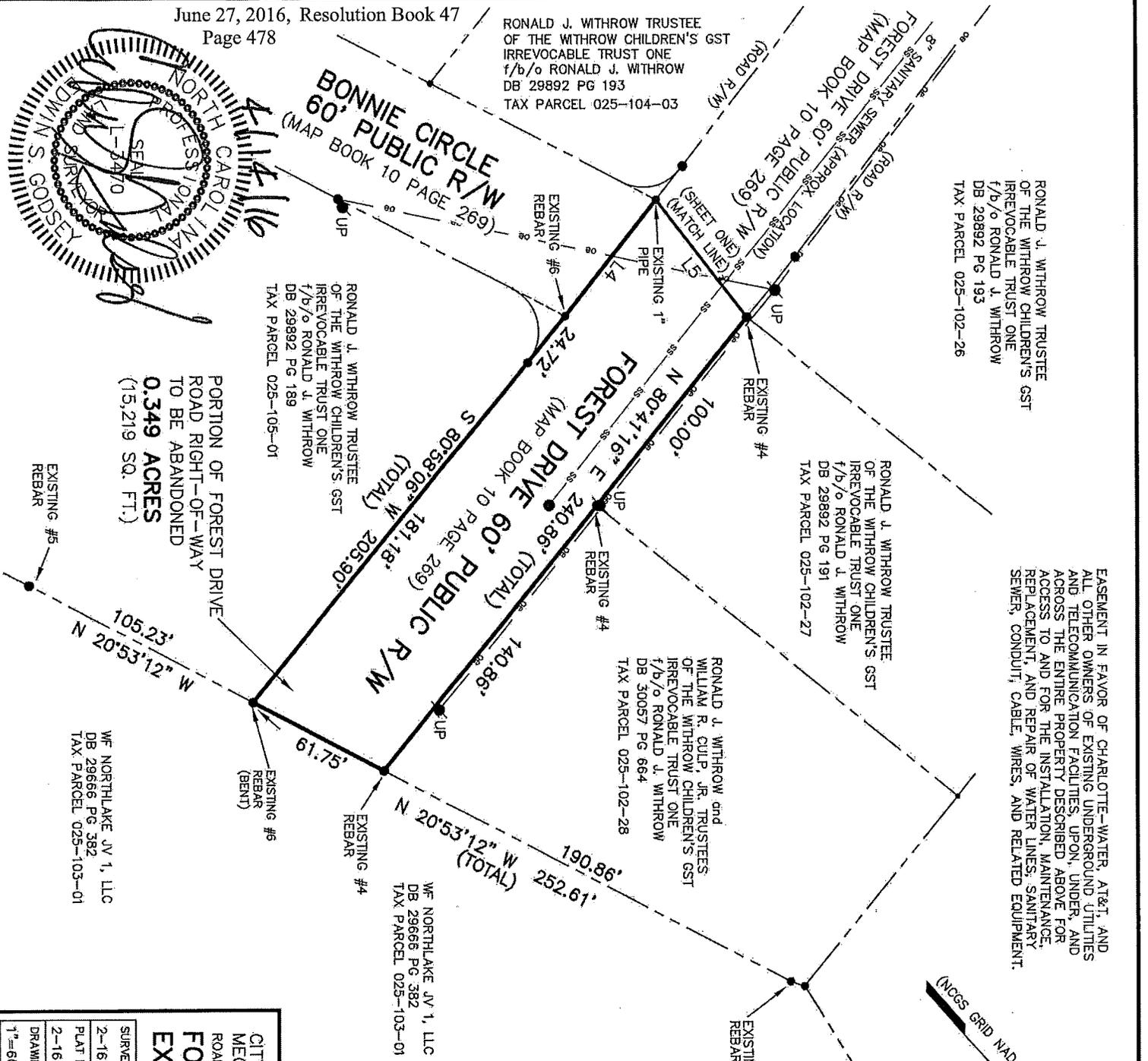
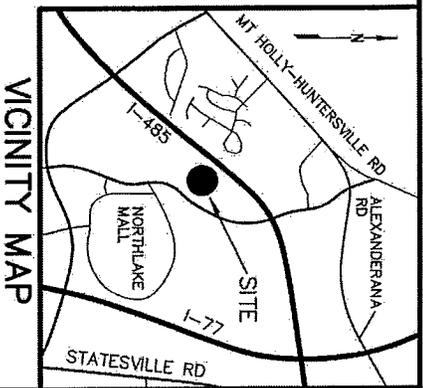


**LINE TABLE**

LINE	BEARING	DISTANCE
L4	S 80°12'32" W	61.25'
L5	N 03°43'32" E	61.58'

**GENERAL NOTES:**

1. SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
2. NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.



**EXHIBIT B-1****(DESCRIPTION OF AREA AFFECTED BY ABANDONMENT)****(BONNIE CIRCLE)**

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina and being all of Bonnie Circle road right-of way as shown in Map Book 10, at Page 269, recorded in the Mecklenburg County Registry and being more particularly described as follows:

BEGINNING at an existing #6 rebar located at the intersection of the northwesterly right-of-way margin of Bonnie Circle (Map Book 10, Page 269) and the southwesterly right-of-way margin of Forest Drive, (Map Book 10, Page 269), said rebar also situated in the southerly controlled access margin of Interstate 485, (N.C. Department of Transportation TIP# R-2248D); thence with said southwesterly margin of Forest Drive and passing through an existing 1" pipe at 61.76, N 80°40'11" E a total distance of 86.35 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 35.52 feet (subtended by a chord of 31.03 feet, S 29°47'39" W) to a point on the southeasterly margin of said Bonnie Circle; thence continuing along the said margin and passing through existing #5 rebar at 179.91 feet and at 309.43 feet, S 21°04'44" E, a total distance of 411.63 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 34.71 feet (subtended by a chord of 30.51 feet, S 70°47'32" E) to a point on the northeasterly margin of said Bonnie Circle; thence continuing with said margin, N 59°29'33" E, 174.72 feet to an existing 2" pipe and N 59°19'26" E, 223.48 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 28.06 feet (subtended by a chord of 25.82 feet, N 19°07'33" E) to a point on the northwesterly margin of said Bonnie Circle, thence with said margin and passing through existing 1" pipes at 76.50 feet and at 182.06 feet, N 21°04'21" W, a total distance of 271.42 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 27.32 feet (subtended by a chord of 25.25 feet N 60°12'31" W) to a point on the southwesterly margin of said Forest Drive, (Map Book 10, Page 269); thence with said margin of Forest Drive the following three (3) courses and distances: (1.) N 80°39'20" E, 16.27 feet to a point, (2.) N 80°12'32" E, 61.25 feet to a point, (3.) N 80°58'06" E, 24.72 feet to a point; thence with the arc of a circular curve to the left having a radius of 20.00 feet, an arc distance of 35.62 feet (subtended by a chord of 31.10 feet, S 29°56'43" W) to a point on the southeasterly margin of said Bonnie Circle, (Map Book 10, Page 269); thence with said margin and passing through existing #5 rebar at 81.51 feet and at 187.36 feet, S 21°04'40" E, a total distance of 316.70 feet to an existing #5 rebar; thence with the southwesterly margin of said Bonnie Circle and passing through an existing #5 rebar at 81.16 feet, an existing #4 rebar at 180.93 feet, an existing #5 rebar at 281.11 feet and an existing #6 rebar at 481.15 feet, S 59°12'52" W a total distance of 560.94 feet to an existing #6 rebar; thence with the northwesterly margin of said Bonnie Circle N 20°59'27" W, 59.20 feet to an existing #4 rebar; thence continuing with said margin and passing through an existing #4 rebar at 145.00 feet, N 21°07'31" W, a total distance of 484.02 feet to an existing #6 rebar, said rebar being the point and place of BEGINNING, and containing an area of 1.827 acres, (79,631 sq. ft.) more or less.

**EXHIBIT B-2**

**(DESCRIPTION OF AREA AFFECTED BY ABANDONMENT)**

**(FOREST DRIVE)**

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina and being all of the Forest Drive road right-of way as shown in Map Book 10, at Page 269, recorded in the Mecklenburg County Registry and being more particularly described as follows:

BEGINNING at an existing #6 rebar located at the intersection of the northwesterly right-of-way margin of Bonnie Circle (Map Book 10, Page 269) and the southwesterly right-of-way margin of Forest Drive, (Map Book 10, Page 269), said rebar also situated in the southerly controlled access margin of Interstate 485, (N.C. Department of Transportation TIP# R-2248D); thence with said Interstate 485 controlled access, N 42°11'53" E, 96.45 feet to an existing #4 rebar, said rebar located at the intersection of said controlled access and the northeasterly right-of-way margin of Forest Drive (Map Book 10, Page 269), thence continuing along said right-of-way margin N 80°41'16" E, 109.72 feet to a point, thence continuing along said margin and passing through existing #8 rebar at 10.36 feet and an existing #4 rebar at 160.98 feet, N 79°17'16" E, a total distance of 298.97 feet to a point; thence continuing with said margin, and passing through existing #4 rebar 32.01 and at 132.01 feet, N 80°41'16" E, a total distance of 272.87 feet to an existing #4 rebar, said rebar marking the terminus of said northeasterly right-of-way margin; thence S 20°53'12" E, 61.75 feet to an existing #6 rebar, said rebar marking the southwesterly terminus of said Forest Drive; thence with said southwesterly margin, S 80°58'06"W, 205.90 feet to an existing #6 rebar; thence continuing with said margin of Forest Drive, S 80°12'32" W, 61.25 feet to an existing 1" pipe; thence continuing with said margin, S 80°39'20" W, 17.83 feet to a point; thence continuing with said margin, S 79°21'55" W 181.14 feet to an existing 1" pipe; thence S 79°11'39" W 118.46 feet to an existing R/W monument; thence continuing with said margin and passing through an existing 1" pipe at 123.10 feet, S 80°40'11" W, a total distance of 184.86 feet to an existing #6 rebar, said rebar being the point and place of BEGINNING, and containing an area of 0.997 acres, (43,465 sq. ft.) more or less.

A circular professional seal for Edwin S. Godsey, a Professional Surveyor in North Carolina. The seal contains the text "NORTH CAROLINA PROFESSIONAL SURVEYOR" and "EDWIN S. GODSEY". A handwritten signature is written across the seal, and the date "3/9/14" is written below it.

EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the "*City Council*") was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 27, 2016:

Members Present: Mayor Roberts, Councilmembers Austin, Autry, Driggs, Eiselt, Fallon, Kinsey Lyles, Mayfield, Mitchell, Phipps, Smith

Members Absent: None.

\* \* \* \* \*  
\* \* \*

Councilmember Autry introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads, intersections, parking lots and pedestrian and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land and rights-of-way in land required therefor; and

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council 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. In order to raise the money required for the public improvement purposes described above, in addition to any funds which may be made available for such purpose from any other

source, General Obligation Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be \$148,440,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Transportation Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.

Councilmember Autry introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City Council of the City of Charlotte, North Carolina (the "City Council") has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, developing, equipping and furnishing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and construction of infrastructure improvements related thereto and the acquisition of land and rights-of-way required therefor; and

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Housing Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council 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. In order to raise the money required for the housing purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Housing Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Housing Bonds authorized by this order shall be \$15,000,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Housing Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.

Councilmember Autry introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

*WHEREAS*, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of infrastructure improvements for various neighborhoods of the City, including the cost of related studies, plans and design, acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage, sidewalks, pedestrian and bicycle paths; paving, resurfacing, grading or improving streets, roads and intersections, providing public open space, landscaping and lighting, and acquiring any necessary equipment, land, interests in land and rights-of-way therefor; and

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Neighborhood Improvement Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council 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. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Neighborhood Improvement Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Neighborhood Improvement Bonds authorized by this order shall be \$55,000,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Neighborhood Improvement Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

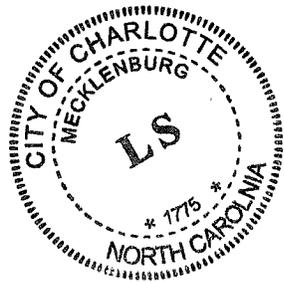
Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.

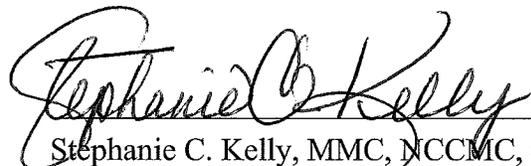
STATE OF NORTH CAROLINA            )  
  )  
CITY OF CHARLOTTE                    )            ss:

I, Stephanie C. Kelly, the City Clerk of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the introduction of the bond orders entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA,**” “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” and “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**” by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 27th day of June, 2016, the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s)481-487.

*WITNESS* my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of June, 2016.

(SEAL)



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk  
City of Charlotte, North Carolina

**STATEMENT OF ESTIMATED INTEREST AMOUNT ON  
GENERAL OBLIGATION BONDS**

The City Council (the "*City Council*") of the City of Charlotte, North Carolina (the "*City*") will consider the introduction of the following bond orders of the City at its June 27, 2016 meeting:

Transportation Bonds

\$148,440,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads, intersections, parking lots and pedestrian and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land and rights-of-way in land required therefor.

Housing Bonds

\$15,000,000 of bonds to pay the capital costs of acquiring, constructing, developing, equipping and furnishing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and construction of infrastructure improvements related thereto and the acquisition of land and rights-of-way required therefor.

Neighborhood Improvements Bonds

\$55,000,000 of bonds to provide funds to pay the capital costs of infrastructure improvements for various neighborhoods of the City, including the cost of related studies, plans and design, acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage, sidewalks, pedestrian and bicycle paths; paving, resurfacing, grading or improving streets, roads and intersections, providing public open space, landscaping and lighting, and acquiring any necessary equipment, land, interests in land and rights-of-way therefor.

Section 159-55 of the General Statutes of North Carolina requires the Chief Financial Officer of the City to file with the City Clerk at the time the bond orders are introduced a statement estimating the total amount of interest that will be paid on the general obligation bonds over the expected term of the bonds, if issued, and a summary of the assumptions on which the estimate is based.

The total estimated interest on the Transportation Bonds is \$77,919,000 based on the following assumptions:

The Transportation Bonds will be issued in an amount of \$148,440,000 at an estimated interest rate of 5.00% with level principal amortization beginning in the second year after issuance and ending in the 20<sup>th</sup> year. The assumed interest rate is based on the estimated interest rate that similar bonds would bear if issued currently plus 268 basis points.

The total estimated interest on the Housing Bonds is \$7,875,000 based on the following assumptions:

The Housing Bonds will be issued in an amount of \$15,000,000 at an estimated taxable interest rate of 5.00% with level principal amortization beginning in the second year after issuance and ending in the 20<sup>th</sup> year. The assumed interest rate is based on the estimated interest rate that similar bonds would bear if issued currently plus 224 basis points.

The total estimated interest on the Neighborhood Improvements Bonds is \$28,875,000 based on the following assumptions:

The Neighborhood Improvements Bonds will be issued in an amount of \$55,000,000 at an estimated interest rate of 5.00% with level principal amortization beginning in the second year after issuance and ending in the 20<sup>th</sup> year. The assumed interest rate is based on the estimated interest rate that similar bonds would bear if issued currently plus 268 basis points.

The total estimated interest amounts are preliminary and are for general informational purposes only. There is no assurance that the assumptions on which the estimates are based will occur, and the actual occurrence of certain of the facts on which the assumptions are based is beyond the City's control. Differences between the actual circumstances at the time the bonds are issued from the assumptions included in the estimates could result in significant differences between the estimated interest and the actual interest on the bonds. The validity of the bonds authorized by the bond orders is not subject to challenge on the grounds that the actual interest cost of the bonds when issued is different than the amount set forth in this statement. This statement will be filed with the North Carolina Local Government Commission and maintained by the City Clerk.

June 27, 2016



  
\_\_\_\_\_  
Chief Financial Officer  
City of Charlotte, North Carolina

STATE OF NORTH CAROLINA        )  
  )  
CITY OF CHARLOTTE                )        SS:

I, *Stephanie C. Kelly*, City Clerk of the City of Charlotte, North Carolina, a municipal corporation validly organized and existing under the Constitution and laws of the State of North Carolina, hereby certifies that the foregoing statement and accompanying affidavit were filed in my office on the 27th day of June, 2016.

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



EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the "*City Council*") was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 27, 2016:

Members Present: Mayor Roberts, Councilmembers Austin, Autry, Driggs, Eiselt, Fallon, Kinsey Lyles, Mayfield, Mitchell, Phipps, Smith

Members Absent: None.

\* \* \* \* \*  
\* \* \*

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

**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**

**WHEREAS**, bond orders entitled:

"BOND ORDER AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;"

"BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;" and

"BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;"

have been introduced at a meeting of the City Council (the "*City Council*") of the City of Charlotte, North Carolina this 27th day of June, 2016; and

June 27, 2016

Resolution Book 47, Page 489

**WHEREAS**, the City Council desires to provide for the holding of a public hearing thereon on July 25, 2016 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA** that the public hearing on said bond orders shall be held on the 25<sup>th</sup> day of July, 2016 at 7:00 p.m. in the Meeting Chamber, Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to cause a copy of said bond orders 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 the 19<sup>th</sup> day of July, 2016.

**BE IT FURTHER RESOLVED** that the Chief Financial Officer is hereby directed to file prior to publication of the bond orders with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the City, the assessed value of property subject to taxation by the City and the percentage that net debt of the City bears to the assessed value of property subject to taxation.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective on the date of its adoption.

Upon motion of Councilmember Autry, seconded by Councilmember Lyles, the foregoing resolution entitled: **"RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING"** was adopted by the following vote:

AYES: Councilmembers Austin, Autry, Driggs, Eiselt, Fallon, Kinsey  
Lyles, Mayfield, Mitchell, Phipps, Smith

NAYS: None.

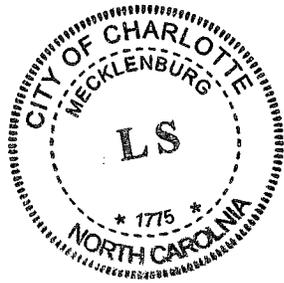
**PASSED, ADOPTED AND APPROVED** this 27th day of June, 2016.

STATE OF NORTH CAROLINA            )  
  )  
CITY OF CHARLOTTE                    )            ss:

I, Stephanie C. Kelly, the City Clerk of the City of Charlotte, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING”** adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 27th day of June, 2016, the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 488-490.

**WITNESS** my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of June, 2016.

(SEAL)



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk  
City of Charlotte, North Carolina

**RESOLUTION PASSED BY THE CITY COUNCIL  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON June 27, 2016**

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

WHEREAS, the City of Charlotte will reimburse North Carolina Department of Transportation for the relocation and adjustment of Charlotte Water owned water and sewer lines at or near NCDOT Bridge number 81 over Clarks Creek on SR2481 (Hucks Road).

WHEREAS, Charlotte Water will reimburse North Carolina Department of Transportation for actual costs (estimated cost \$544,786.85); and

WHEREAS, Charlotte Water has programmed funding for said Water and Sewer Construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the North Carolina Department of Transportation for actual construction costs at the conclusion of the project.

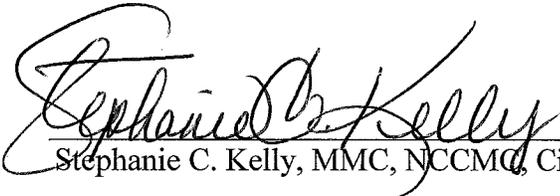
NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the Director of Charlotte Water and Clerk of the City of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

**CERTIFICATION**

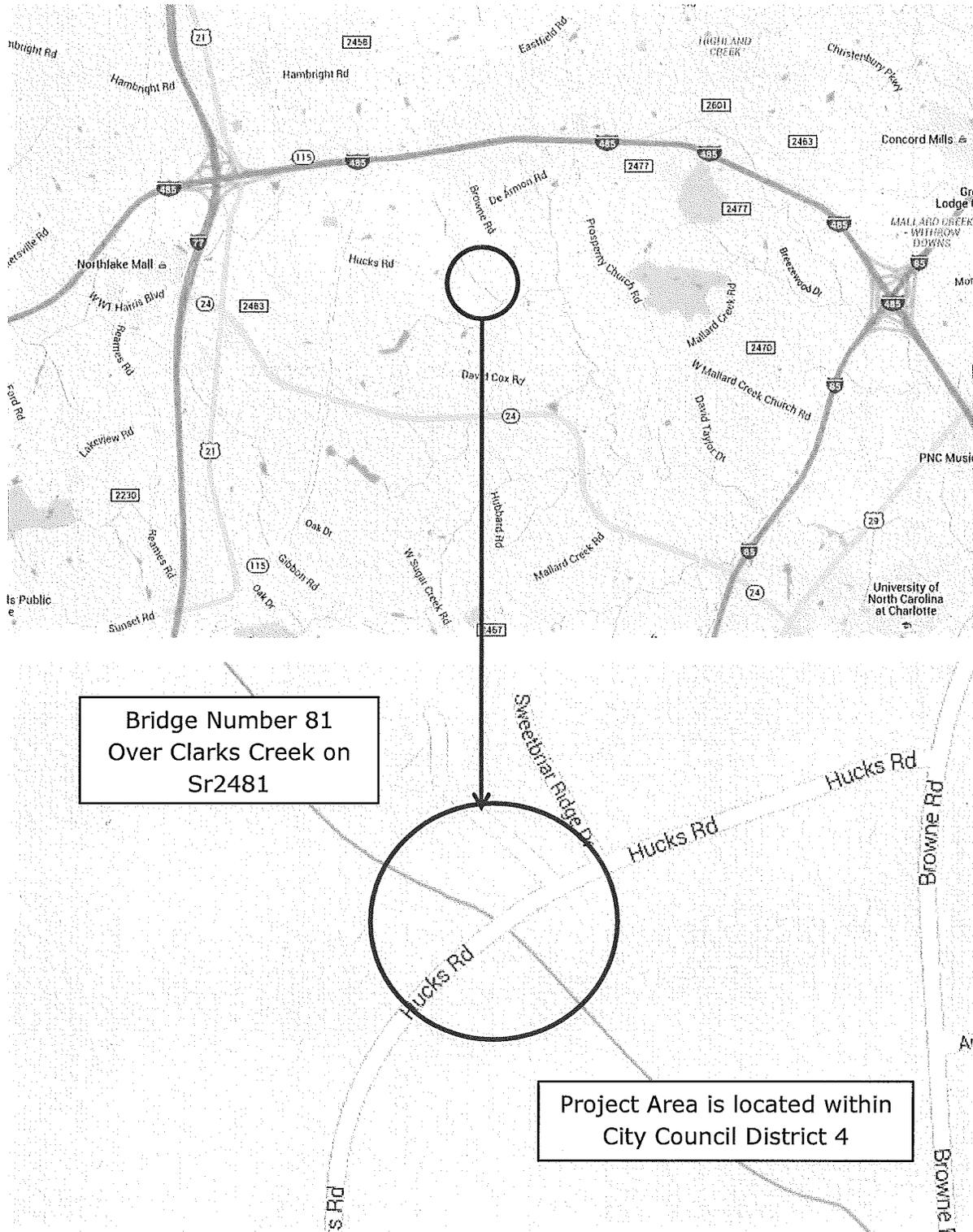
I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 491-492.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

# Municipal Agreement with North Carolina Department of Transportation for the Construction of Water and Sewer Line Relocations – Map



**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of an alleyway off of E. 10<sup>th</sup> Street** in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Pamlico Investments, Inc.** has filed a petition to close a portion of an alleyway off of E. 10<sup>th</sup> Street in the City of Charlotte; and

Whereas, a portion of an alleyway off of E. 10<sup>th</sup> Street is a 10-foot wide alleyway beginning at its intersecting point with E. 10<sup>th</sup> Street, which is southwest of Seigle Avenue, continuing approximately 266 feet to its terminus, and consists of 2,265 square feet, as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, 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 June 27, 2016, that it intends to close a portion of an alleyway off of E. 10<sup>th</sup> Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 25<sup>th</sup> day of July 2016, in CMGC meeting chamber, 600 East 4<sup>th</sup> Street, Charlotte, North Carolina.

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

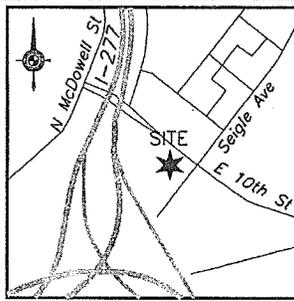
**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 493-495.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.



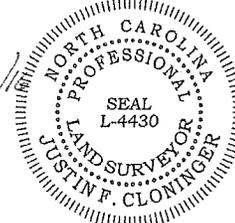
Stephanie C. Kelly, MMC, NCCMC, City Clerk



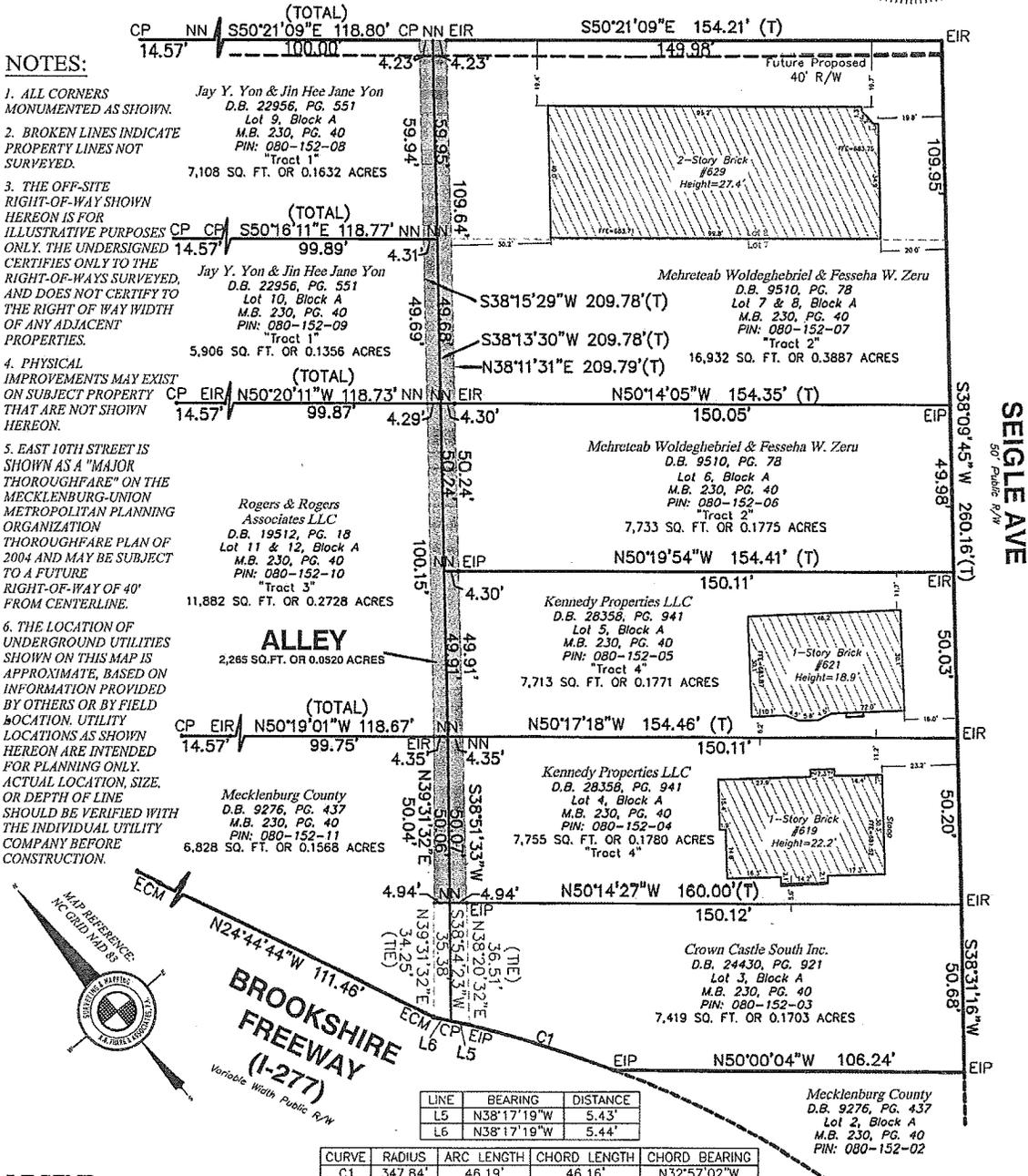
THIS IS TO CERTIFY THAT ON THE 19th DAY OF January, 2016 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (2) NCAC 56) AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED

*Justin F. Clominger*  
5/23/16



### EAST 10th STREET



#### LEGEND:

- AREA TO BE ABANDONED: [Hatched Box]
- CP - CALCULATED POINT
- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- M.B. - MAP BOOK
- N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY
- NN - NEW NAIL
- PG. - PAGE
- PIN - PARCEL IDENTIFICATION NUMBER
- R/W - RIGHT-OF-WAY
- (T) - TOTAL
- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED) - [Dashed Line]
- RIGHT-OF-WAY
- RIGHT-OF-WAY (NOT SURVEYED) - [Dashed Line]

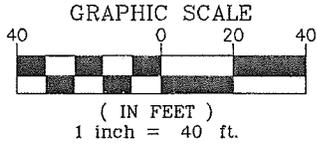


Exhibit A  
**ALLEY ABANDONMENT**  
615, 619, 621, 625, 629 SEIGEL AVENUE  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, N.C.  
DEED REFERENCE: AS SHOWN  
MAP REFERENCE: BOOK 230, PAGE 40  
TAX PARCEL NO: AS SHOWN

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSE NO. C-1471  
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

CREW: SAM	DRAWN: BM	REVISED:	SCALE: 1" = 40'	DATE: JAN. 19, 2016	JOB NO. 84397
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June 27, 2016

Resolution Book 47, Page 495

**Exhibit B**

*Being that certain parcel of land lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:*

*COMMENCING at an existing iron pipe situated on the intersection of the northeasterly margin of the right-of-way of Brookshire Freeway (variable width public right-of-way) and the southeasterly margin of an alley as shown on Map Book 230, Page 40 of the Mecklenburg County Public Registry; thence with the right-of-way of Brookshire Freeway N 38°17'19" W a distance of 10.87 feet to an existing concrete monument situated on the northwesterly margin of aforesaid alley; thence with alley N 39°31'32" E a distance of 34.25 feet to an existing iron rod being the point of BEGINNING; thence continuing with alley N 39°31'32" E a distance of 50.04 feet to an existing iron rod; thence N 38°15'29" E a distance of 209.78 feet to a calculated point situated on the southwesterly margin of the right-of-way East 10<sup>th</sup> Street (variable width public right-of-way); thence with the right-of-way of East 10<sup>th</sup> Street S 50°21'09" E a distance of 8.46 feet to an existing iron rod situated on the southeasterly margin of aforesaid alley; thence with alley S 38°11'31" W a distance of 259.86 feet to an existing iron pipe; thence N 50°14'27" W a distance of 9.88 feet back to the point and place of beginning. Containing 2,265 square feet or 0.0520 acres according to a survey prepared by R. B. Pharr & Associates, P. A. dated January 26, 2016.  
Job No. 84397*

**A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES**

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

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

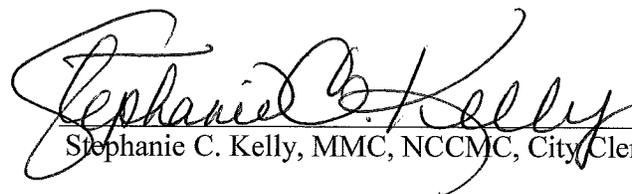
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of June 2016 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016 the reference having been made in Minute Book 140, and recorded in full in Resolution Book 47, Page(s) 496-497.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 27th day of June, 2016.



  
Stephanie C. Kelly, MMC, NCCMC, City Clerk

**Taxpayers and Refunds Requested**

CARSON, BESSIE MAE	\$	28.19
COLWELL, MARTIN	\$	332.63
COMMON GROUND CHRISTIAN COUNSELING	\$	51.56
ISHAM, KARL	\$	12.24
JACOBS, GEORGIA D	\$	11.25
JIMENEZ, PERDRO CONTRERAS	\$	62.32
MARTINSEN, COURTENAY SHAWN	\$	48.71
MURPHY, HUBERT	\$	46.63
PARAGON COMMERCIAL BANK	\$	508.52
ROSSO, JOSEPH	\$	215.42
SIMMONS, MAJOR	\$	97.25
SOLOMAC INC	\$	152.75
SOLOMAC INC	\$	138.55
SOLOMAC INC	\$	155.74
SOLOMAC INC	\$	153.53
TREEHOUSE WHISKEY & FORK RESTAURANT	\$	26.33
TRUESDALE, DAVID	\$	11.01
WELLS FARGO BANK NA .	\$	328.56
WILLIAMS, ELLAR W E	\$	30.16
	<u>\$</u>	<u>2,411.35</u>